

THE BUSINESS GUIDE

EVERYTHING YOU NEED TO KNOW ABOUT
RUNNING YOUR IMMUNOTEC BUSINESS



Table of Contents

1. The Business Guide	4	3.02 Retail Sales Tax
1.01 Welcome to Immunotec company		3.03 Tax Exempt Forms
1.02 Your Contract with Immunotec		3.04 Other Forms
1.03 Independent Contractor Status		
1.04 The Independent Consultant		4. Representing Immunotec
1.05 Changes to the Business Guide		14
1.06 Privacy Policies		4.01 Business Cards, Stationery, Phone Listings
1.07 Confidential Proprietary Company Information/ Reports Provided to Consultants		4.02 Product Claims and Testimonials
1.08 Notices		4.03 Representation as to Products and Use of Testimonials
1.09 Severability		4.04 Compensation Plan and Income Earnings Misrepresentations
1.10 Assignment		4.05 Governmental Laws
		4.06 Governmental Approval or Endorsement
2. Applications, Business Ownership, and Renewals	7	4.07 Contacts with Government Regulators
2.01 Requirements for Application		4.08 Respect for Immunotec and its Corporate Team
2.02 Tax Identification Numbers		4.09 Misrepresenting the Company
2.03 Timely Receipt of Applications or Orders		4.10 Indemnification
2.04 Addition of Co-Applicants		
2.05 Residents of the U.S. States of Georgia, Louisiana and Montana		5. Advertising
2.06 Eligibility		18
2.07 Establishing a Corporation, Partnership, or Trust		5.01 Use of Online Media
2.08 Death or Incapacitation		5.02 Internet and Electronic Media
2.09 Inheritance of Consultant Positions		5.03 Email and Faxes
2.10 Divorce, Separation or Dissolution of Partnership		5.04 Email Correspondence
2.11 Sales, Transfers or Assignment of an Immunotec Business		5.05 Broadcast Fax
2.12 Renewal Fee		5.06 Text Messaging
2.13 Address, Phone, Email and Name Changes		5.07 Consultant Business Center Guidelines
2.14 Military Personnel (U.S. Only)		5.08 Trademarks, Logos, Names, and Copyrights
		5.09 Contacting the Media
3. Income and Retail Sales Tax	12	5.10 Personal Appearances
3.01 Income Tax		5.11 Telemarketing
		5.12 Trade Shows and Fairs
		5.13 Display of Product
		5.14 Telephone Directory Advertising
		5.15 Answering the Telephone

6. Being an Ethical Sponsor	25	10.04 Confirmation of Order	
6.01 Sponsoring		10.05 Insufficient Funds	
6.02 Rights to Choose Sponsorship		10.06 Credit Card Information	
6.03 Changing Lines of Sponsorship		10.07 Payment by Check	
6.04 Household Members and Duplicate Accounts		11. Satisfaction Guarantee and Return Policy	36
6.05 Cross-Sponsoring		11.01 AutoShip Customer and Retail Customer Return Policy	
6.06 Cross-Selling		11.02 Retail Customer Return Policy through its Independent Consultants	
6.07 Sponsor and Upline Responsibilities		11.03 Consultant Return Policy	
6.08 Ethical Sponsoring		11.04 Return of Product and Sales Aids upon Cancellation of Agreement or Distributorship	
6.09 Responsibilities to Your Downline Organization		12. Following the Business Guide, Inactivity, Cancellation	38
6.10 Combining a Third-Party Agreement with Your Immunotec Business		12.01 Violations of the Business Guide	
6.11 Assignment of Leads		12.02 Reporting Violations	
7. Professional Sales Practices	29	12.03 Termination for Cause	
7.01 Available Markets		12.04 Termination by the Company	
7.02 Product Sales		12.05 Resignation	
7.03 Labeling and Packaging		12.06 Cancellation Following a Failure to Renew	
7.04 Insurance		12.07 Effect of Cancellation	
7.05 No Price or Territory Restrictions		12.08 Roll-up of Marketing Organization	
7.06 Sales Receipts		13. Disciplinary Appeal Procedure	40
7.07 Monitoring of Meetings		13.01 Resolution of Disputes	
7.08 Bonus Buying		13.02 Disciplinary Procedure	
7.09 Stacking		13.03 The Disease Claim Violation	
7.10 Stockpiling Product		13.04 Termination of the Agreement by the Company	
8. International Policies	32	13.05 Effect of Inactivation and Termination	
8.01 How to Conduct Business Internationally		13.06 Sanctions	
9. Commissions and Bonuses	33	13.07 Reinstatement after Termination by the Company	
9.01 Qualifications for Commissions and Bonuses		13.08 Arbitration and Governing Laws	
9.02 Direct Deposit		14. The DSA	43
9.03 Adjustments to Commissions and Bonuses		15. Glossary of Terms	44
9.04 Errors or Questions		16. Important Contact Information	45
10. Ordering and Payment	34		
10.01 AutoShip and Customer AutoShip Programs			
10.02 General Ordering Policies			
10.03 Shipping and Back-Order Policies			

Please note that for the sole purpose of shortening the text, masculine usage shall include the feminine.

1. The Business Guide

1.01 Welcome to Immunotec company

Immunotec is a network marketing company that distributes its health and wellness products through a vast network of Independent Consultants. From its inception, Immunotec has built its success on an unwavering commitment to both product and business integrity, coupled with a keen desire to protect the businesses of its Independent Consultants.

While Immunotec consists of many diverse business teams and tens of thousands of Independent Consultants, we strive to ensure that the entire organization works cooperatively to preserve and protect the outstanding business opportunity of which it is so proud.

1.02 Your Contract with Immunotec

The Business Guide is an integral part of the Immunotec Consultant Agreement (“Application” or collectively referred to as “Agreement”). As an Independent Consultant, you must comply with all the terms and conditions set forth by Immunotec Inc., and its subsidiaries and affiliates (hereinafter referred to as the “Company”) within the Business Guide, the Consultant Application and Compensation Plan, all provisions indicated on Immunotec-produced forms and all Business System announcements, as well as honor all applicable laws and regulations in the state, province, country or other political subdivision where you live and in which you operate your Immunotec business. Please study this document carefully. Each Immunotec Independent Consultant (the “Consultant”) is responsible for adhering to the Agreement and Business Guide. The Business Guide applies to all Consultants and will be enforced as such. Violation will result in Compliance and Disciplinary Action as set forth in section 13 of this Guide and any related disciplinary sanction imposed from the Procedure. The Board of Directors reserves the right to waive any rules embodied in the contents herein as deemed appropriate without explanation.

The Immunotec Agreement that you signed or agreed to on the Company Website when you became an Independent Consultant is a legal contract between you and Immunotec. This Business Guide, along with the Compensation Plan documents, form part of the Agreement and may be amended at any time by Immunotec. It is your responsibility to read, understand, and adhere to the most current version of these policies and to provide an up-to-date version of both the Business Guide and the Immunotec Compensation Plan to new applicants prior to their signing the Agreement. The most current version of the Business Guide is located in your online Business Center. (See section 1.05)

Granting of a distributorship to an Independent Consultant is conditional upon an undertaking to comply with this Business Guide. In order to protect the integrity of its business, Immunotec may take all actions deemed necessary to ensure that required business practices are enforced.

1.03 Independent Contractor Status

As an Independent Consultant, you are an Independent Contractor and not an employee of Immunotec for all purposes, including taxation. You are not considered to be a purchaser of a franchise, license or business opportunity. No employer/employee relationship, agency, partnership, or joint venture exists between the Company and the Consultant.

Immunotec places great value in its name, trademarks, and service marks. Consultants may use these to promote their businesses, but only as expressly authorized. Whenever the Immunotec name is used, it is important that you always include your name, and the notation: “Immunotec Independent (Rank) Consultant”. Including your rank is optional.

1.04 The Independent Consultant

The “Independent Consultant” is a term used to describe an independent distributor. An independent distributor is a Consultant who purchases Company products for himself or herself and/or for retail (excluding auction sites) to consumers and earns commissions through the Compensation Plan by meeting certain volume requirements. As an Independent Consultant, you have the following rights and responsibilities:

1. To earn commissions and bonuses on sales of Company products throughout any country in which the Company does business (“Country of Operation”).
2. You are an Independent Contractor for all purposes, including legal purposes and governmental tax purposes. There is no employer/employee relationship, partnership, agency, or joint venture relationship between a Consultant and the Company.
3. Consultants set their own business hours and determine their own methods of procuring orders.
4. Consultants are solely responsible for paying all taxes or duties required by law, including income tax, national insurance contributions and the proper reporting, submission and payment of tax on sales and bonuses/commissions/incentives.
5. You will keep all proper records necessary to ensure the proper assessment and payment of any such taxes and duties.
6. You may not bind the Company or incur any debt or expense in the name of the Company or open any Checking account on behalf of, for, or in the name of the Company.
7. The Independent Consultant has great liberty to build a business based on his or her unique personality, talents, goals and objectives.

1.05 Changes to the Business Guide

The Company specifically reserves the right to make any changes it deems necessary to the Business Guide and Compensation Plan (pricing and/or business feature) upon notification by the following:

Any revisions to the Business Guide and Compensation Plan shall become binding for all Consultants upon the publication of such revisions on Immunotec Online Documents or as officially announced in any Company communication.

Because both the business environment and laws may change, Immunotec reserves the right to amend both its product pricing and the Agreement at any time. When an Independent Consultant signs the Agreement, he also agrees to abide by all amendments or modifications that Immunotec elects to make. It is Immunotec’s responsibility to notify its Consultants when the Agreement or other important documents are modified. Immunotec will make a complete copy of the amended provisions of the particular document available to all Consultants by one or more of the following methods:

- Posting on the Immunotec website
- Email
- Inclusion in Immunotec periodicals
- Inclusion in product orders or with checks
- By special mailing

By accepting commissions, or by otherwise continuing in this Immunotec business, an Independent Consultant is considered to have accepted any and all changes.

1.06 Privacy Policies

Immunotec upholds individuals' rights to privacy; should an Independent Consultant be found to have misused personal information, legal and disciplinary action may be taken.

For complete details please refer to Immunotec's Privacy Policy found at

http://www.immunotec.com/IRL/PDF/PrivacyPolicy_EN.pdf

For Immunotec's Privacy Policy in the UK go to: http://www.immunotec.com/IRL/PDF/PrivacyPolicy_UK.pdf

For Immunotec's Privacy Policy in Ireland go to: http://www.immunotec.com/IRL/PDF/PrivacyPolicy_IE.pdf

1.07 Confidential Proprietary Company Information/ Reports Provided to Consultants

The Company's genealogies (being information held by the Company related to its Consultants, including without limitation, its relationship with each of its Consultants, the sponsoring of each Consultant, the upline and downline, charts, data reports and other material, and historical purchasing information [collectively, "Confidential Information"]) are owned by the Company, are highly sensitive and valuable to the Company's business and are transmitted to you in strictest confidence. The Company's legitimate business interests require the non-disclosure thereof to (among other things) the Company's competitors.

In the event that the Company shall disclose details of any of its genealogies to you during the term of the Agreement:

- You shall at all times and without limit in time, treat such details as Confidential Information in the nature of a trade secret and shall not disclose such details to any other person (including any company or person in competition with the Company).
- You shall take all reasonable steps to protect and maintain the security of the information and shall use the details solely for the benefit of the business of the Company and for the stated purpose for which they were provided.

You acknowledge that breach of this section would cause irreparable harm to the Company and agree that the Company may take all necessary disciplinary or legal action including injunctive relief or immediate termination without notice or delay to protect its confidential information.

1.08 Notices

From time to time, Immunotec may need to deliver important notices to its Independent Consultants. These notices will be considered to be properly delivered if they are sent to you at your last address on file with Immunotec and delivered by mail, courier, fax or email.

1.09 Severability

If any part of this Business Guide becomes invalid or unenforceable for any reason, that part can be severed from the document and the remaining terms will remain in full force. The invalid term will normally be replaced by a similar, but valid provision.

1.10 Assignment

Nothing herein shall prevent the Company from assigning its rights and obligations to its Consultants to any person, firm or corporation. Consultants may not assign its rights or obligations under this Agreement without the prior written consent of Immunotec.

2. Applications, Business Ownership, and Renewals

An applicant becomes an Immunotec Independent Consultant once a personally signed and completed Agreement form is received and accepted by Immunotec or when an Independent Consultant agrees to the terms on the Company website. Agreement forms may be faxed or mailed to Immunotec, completed online with e-signature or by telephone followed by delivering the signed application to the Company. The Application is a two-sided form that must be completed and submitted to Immunotec. To facilitate the sign-up process, telephone applications are accepted during regular business hours.

Once a signed Agreement is received and accepted, the Agreement is valid for one full year from the date of receipt. The Consultant Welcome Kit is part of the Consultant's new business and should be ordered as part of your initial application process.

Your anniversary date with Immunotec is based on the date of your enrollment at Immunotec. Receipt dates are recorded by Immunotec and become the official date for all purposes, including determining discrepancies or for possible claims. Immunotec reserves the right to arbitrarily refuse any Agreement at its sole discretion.

2.01 Requirements for Application

All applicants must be residents of a country in which the Company is authorized to conduct business, and of the legal age of majority. Except for residents of the state of North Dakota in the U.S., all new Consultants must purchase a Consultant Welcome Kit upon application. If your country, state, province or municipality requires a direct seller's license or other license, it is your responsibility as an Independent Consultant to obtain this license.

2.02 Tax Identification Numbers

All Independent Consultants applying as individuals are required to supply Immunotec with their appropriate Social Security Number (SSN) or Taxpayer Identification Number (TIN) in the U.S., or a Canadian Social Insurance Number (SIN) or business number (BN) in Canada, the Registro Federal de Contribuyentes (RFC), taxpayer ID Number in Mexico, a Cedula in the Dominican Republic and/or other identification numbers which are specific to a particular Country of Operation.

Independent Consultants applying as a business must supply their U.S. Federal Tax Identification Number in the U.S., or their Canadian Goods and Services Tax (GST), Provincial Sales Tax (PST) and Harmonized Sales Tax (HST) numbers, the Registro Federal de Contribuyentes (RFC) numbers in Mexico and the Cedula in the Dominican Republic or any other identification numbers specific to each Country of Operation including the U.K. and Ireland. Commissions will not be paid unless these numbers are on file with the Company.

In all jurisdictions, if you submit false tax identification numbers to the Company, you are subject to immediate termination. Identification numbers may not be used in connection with a Consultant Application or order without that person's prior consent. If you submit forged signatures or false information to Immunotec on behalf of yourself or another Consultant, your Immunotec Agreement will be terminated without further notice or delay.

2.03 Timely Receipt of Applications or Orders

All Independent Consultants' Applications and Agreements must be sent to Immunotec within 72 hours from the time they are signed by a new applicant. Product orders placed by a Consultant must also be sent within that time frame.

2.04 Addition of Co-Applicants

Co-applicants (either an individual or a business entity) may be added to an existing Immunotec business by sending Immunotec a written request, together with a completed and signed Agreement form and accepted by the Company. The original applicant (Independent Consultant) must remain as a party to the distributorship. Co-Applicants may not have their own active Immunotec distributorship.

If the original Independent Consultant wishes to terminate his relationship with Immunotec, his Immunotec business must be transferred or assigned as explained in the section on Sales, Transfers or Assignment of an Immunotec Business. If correct procedures are not followed, the distributorship will be terminated when the original Independent Consultant withdraws. Commissions will be sent to the address of record of the original Independent Consultant. This section pertains to the addition of a co-applicant and not to a change of sponsorship.

In some cases, notarized documents may be required before changes are finalized. Please allow at least 30 days after the receipt of the request for processing.

2.05 Residents of the U.S. States of Georgia, Louisiana and Montana

Independent Consultants who reside in the U.S. states of Georgia or Louisiana may cancel their Immunotec Agreement at any time, regardless of reason. Notice of cancellation must be in writing and delivered to the Company at its principal business address. An official "Termination of Agreement" must be obtained, completed and returned to the Company at its principal address:

300, rue Joseph-Carrier Vaudreuil, Québec, Canada J7V 5V5

The state of Montana law allows its residents to cancel Consultant Agreements within 15 days from the date of enrollment, and they may return their Consultant Welcome Kit for a full refund within such time period.

2.06 Eligibility

An Independent Consultant may hold only one account under a single Sponsor. A person may not be a party to more than one Consultant Agreement or hold, directly or indirectly, any interest in additional distributorships, including any distributorship operated as a business entity. No Independent Consultant may pay others to market and sell Immunotec products. Each Consultant must be supported by a valid tax identification number in the country they operate in.

2.07 Establishing a Corporation, Partnership, or Trust

In order for a business entity to have an Immunotec distributorship, a Business Entity Registration Form, available in the Business Center, must be completed and submitted to Customer Service along with any government issued documents identifying the shareholders, officers and directors of the corporation, partnership or trust. Shareholders, officers and directors of any business entity may not have their own active Immunotec distributorship.

The Company will not process a Consultant Application and Agreement on behalf of a corporation, partnership or trust without all of the required documents. In the event one of the foregoing, business entities that add or change the officers and/or directors or trustee must submit a new Business Entity Registration Form. You must notify the Company of changes in individual shareholders, partners or directors or trustees within fourteen days of the change occurring. The Company may terminate the Independent Consultant if it is later determined that there were changes not reported to the company.

The Company reserves the right to approve or disapprove of the business name in the event the Company considers it to be offensive or in any way conflicts with Immunotec's trade names, trademarks, service marks or other intellectual property of the Company. If the Company approves the organization's name, the organization's name and the names of the principals of the organization must be disclosed on a Change of Consultant Information Form, or a disclosure form with signed Guarantee of Indemnity. You may not use the name "Immunotec" or any of its product or trade names in your business name, blog names, Twitter I.D.s, Facebook I.D.s, personal websites and URLs or otherwise because of the likelihood of confusion.

2.08 Death or Incapacitation

In the case of death unless a Probated Will or Letters of Administration are issued by a court of competent jurisdiction, and in the case of incapacitation unless a valid Power of Attorney for Property is in effect or a legal representative is appointed by a court of competent jurisdiction (hereinafter "Estate Representative"), your distributorship will be terminated upon your death or incapacitation. Your distributorship will be placed on hold upon your death or incapacitation until the appropriate legal documents are received by Customer Service attesting to the appointment of an Estate Representative. These documents are required in order to protect the assets of the Consultant in question.

2.09 Inheritance of Consultant Positions

Upon the death of a Consultant, all rights to the Consultant's position, including rights to commissions, bonuses and Consultant responsibilities, shall pass to the inheriting party(ies) as stated in the Consultant's Will or as otherwise ordered by a court of competent jurisdiction. In the legally determined event the Consultant had no Will, the rights to commissions, bonuses and Consultant responsibilities will be transferred according to the intestacy laws of the jurisdiction of the decedent's estate or as provided by a valid court order.

Appropriate legal documents must be supplied to Immunotec by the inheriting party(ies) or by the Estate Representative to ensure the transfer is properly completed. These documents include:

- A certified copy of the Consultant's death certificate
- A certified copy of the probated Will or other legal evidence of a valid and applicable Will, or
- Legal documents stating the Estate Representative's mandate and right to administer the Immunotec business of the deceased Independent Consultant.

A new Agreement must be completed and signed by the inheriting party(ies) or an Estate Representative regarding the new distributorship. The assignee must purchase a Consultant Welcome Kit in Canada, the U.S. (except for residents of the state of North Dakota - see section 2.01), Mexico, the Dominican Republic, the U.K., Ireland and in any country in which the Company does business ("Country of Operation").

Immunotec will issue a single check for outstanding commissions and issue the appropriate tax form specific to the state, province, territory, or Country of Operation which will be sent to the address the Estate Representative provides the Company. Should a distributorship be inherited by more than one inheriting party, all inheriting parties are required to form a common, single business entity and to provide the company a federal taxpayer identification number or other identification as appropriate to the state, province, territory, or Country of Operation.

In the case where an active Independent Consultant inherits a second distributorship, one of the two distributorships must be terminated or sold within 30 days. Please refer to the section on Sales, Transfers or Assignment of an Immunotec Business for more details.

2.10 Divorce, Separation or Dissolution of Partnership

A business entity may exist as a spousal or common law partnership, regular partnership, corporation or trusts. When any of these entities is dissolved, arrangements must be made to assure that the separation or division of the business entity is made in such a way that the interests and income of other businesses up or down the line of sponsorship are not adversely affected. If the separating parties fail to separate their business in a way that the Company believes is in the best interests of other affected Independent Consultants, Immunotec may, at its sole discretion, terminate the Agreement, and revenues generated by the distributorship will be allowed to flow upline to the entire organization.

During the dissolution process, the parties may adopt one of the following methods of operation:

- a) One party with written consent of the other party may operate the business. The letter of consent must authorize Immunotec to deal directly and solely with the designated individual; or
- b) The parties may continue to operate their Immunotec business jointly on a "business-as-usual" basis.

All compensation owed by Immunotec will be issued in the joint names of the Independent Consultants or in the name of the entity, to be divided as the parties may independently agree between themselves.

In the event of divorce, the Company will abide by the terms of any Final Order from a Court of competent jurisdiction concerning the division and award of property interests and rights to each party. Documentation including certified

copy of the Court's ruling is required by the Company before any division is made.

The Company will not process any changes to an account during a pending divorce proceeding unless it receives a court order directing such change or written consent signed by both husband and spouse.

The Company reserves the right to intervene in any divorce proceeding and to deposit commissions with the applicable Court of competent jurisdiction in the event of a dispute between the spouses. The downline organization of a dissolved business entity as a result of divorce or other dissolution will not be divided, nor will the Company divide commissions between members of the dissolved entity. Only one downline organization will be recognized and one commission check issued, in the name of the individual or entity who received past earnings. In the event that the parties are unable to resolve a dispute over the disposition of commissions and ownership of the business, Immunotec may cancel the Agreement.

If a former entity fully relinquishes all rights to its original Immunotec business, the former entity may enroll under any Sponsor of its choosing, after a waiting period of six months. However, it will be required to build its new business. The relinquishing entity may not recruit or sell to any Independent Consultant or Customer within their former organization and must develop its new business in the same manner as any other new Independent Consultant.

2.11 Sales, Transfers or Assignment of an Immunotec Business

While your Immunotec business is owned and operated by you or your business entity as an Independent Consultant, its assignment as part of a sale or transfer must receive prior written approval by Immunotec subject to certain limitations, including that assignments will only be considered if you are an active Immunotec Independent Consultant and have no outstanding debt with the Company.

- You cannot assign the rights of your Consultant position to any other person, firm or body corporate without the express written consent of the Company, which may be delayed or denied at the Company's sole discretion and without a statement of reason(s).
- The Company reserves the right to prohibit or impose various terms and conditions, at its sole discretion respecting any proposed assignment of a Consultant position.
- The Company will not authorize the assignment of a position when the assignee is a different Country of Operation from the assigning Consultant. That position must remain in the Country of Operation in which it originated.

The Procedure for Selling or Transferring a Position

The following procedure must be followed to assign your distributorship:

- A written Agreement of Sale must be submitted to Immunotec for approval.
- The existing line of sponsorship must be maintained.
- The assignee must be or become a qualified Independent Consultant and complete a new Independent Consultant Agreement, and purchase a Consultant Welcome Kit in Canada, the U.S. (except for residents of the state of North Dakota - see section 2.01), Mexico, the Dominican Republic, the U.K., Ireland and in any country in which the Company does business ("Country of Operation"). A buyer, who is already an active Independent Consultant, is required to terminate his original Immunotec business simultaneously with any purchase, transfer or assignment transaction as approved by Immunotec. If the buyer is changing lineage, their upline approval will be required.
- The potential buyer must demonstrate to the Company's satisfaction that it has the necessary financial stability and personal ability to perform the duties of an Independent Consultant.

Prior to an assignment, Immunotec has the right of first refusal when a distributorship is offered for sale.

- Should Immunotec elect not to purchase the distributorship, it must first be offered to your Sponsor as the next eligible purchaser. The notice of the sale/transfer to the Consultant's Sponsor and the written notice of the sale transfer must be delivered to the Company by the Sponsor or Seller via Certified Mail within 30 days from the date that Immunotec exercises its right of first refusal.
- In the event the Sponsor decides to purchase the distributorship, it will be merged with the Sponsor's current organization in order to create a single entity.
- In the event the Sponsor decides not to purchase the distributorship, or fails to notify the Seller in writing of his intent

to purchase within ten business days after receipt of the Seller's notice, the Seller must then offer the distributorship to the first three immediate upline Independent Consultants of his/her Sponsor (in succession beginning with the Independent Consultant immediately above the Seller's Sponsor) on the same terms (provided in the option to their Seller's Sponsor).

- If none of the three upline Independent Consultants purchases the distributorship, or fail to notify the Seller in writing of an intent to purchase within ten business days after receipt of the notice, the Seller may proceed with their sale to a third party on the same terms originally offered to the Seller's Sponsor.

Immunotec's Approval

Upon complete execution of a purchase and sale agreement and the signing of a new Independent Consultant Agreement, the parties must send all documentation related to the sale to Immunotec. Immunotec may request additional documentation, if needed, before processing. Should Immunotec find reason to object to the sale, the original Independent Consultant will be notified within 30 days of receipt of the requisite documentation.

If the facts upon which Immunotec agreed to the assignment are changed, the assignment is void. Once the change is processed and complete, the purchaser assumes the position of the selling Independent Consultant, with all of the associated obligations. An Independent Consultant who sells his distributorship is ineligible to act, directly or indirectly, as an Independent Consultant for a period of at least six (6) months after the sale, at the Company's sole discretion.

2.12 Renewal Fee

In order to continue to sell Immunotec products and to receive commissions from those sales, it is important that you pay your annual Independent Consultant Renewal Fee. This fee allows you to continue to receive the benefits of your Business Center. Your distributorship is valid for a period of one year following the date of acceptance of your Agreement. Your renewal fee must be paid using any of Immunotec's accepted methods of payment on or before your anniversary date. If after 30 days following your renewal date, Immunotec has not received payment of your renewal fee, you will be considered to have resigned and are no longer eligible to receive commissions or place orders as your account shall be inactivated. No orders will be accepted unless and until the renewal fee is paid. (See section 12.06)

2.13 Address, Phone, Email and Name Changes

In order for product shipments, commissions, and Company communications to reach you as quickly as possible, it is important that you notify Immunotec, in writing or by modifying your information online through Immunotec's Business Center, of any address, phone or name change, telephone or fax number or email address, at least two weeks prior to the change becoming effective.

2.14 Military Personnel (U.S. Only)

Any person desiring Independent Consultant status who is also active in the United States Army must comply with Policy Memorandum 97-11 Department of the Army. The policy prohibits outside employment, including multilevel marketing, of persons actively serving in the United States Army without first obtaining approval from the appropriate individual in command prior to engaging in such outside employment.

3. Income and Retail Sales Tax

3.01 Income Tax

Immunotec does not withhold income tax on commissions earned by its Independent Consultants. It is your responsibility to report your earnings and pay the applicable government taxes in your country, state, or province of residence. You are responsible for any penalties imposed by the taxation authorities for non-payment, late payment or insufficient payment of taxes. For more information, please contact your local tax authority or your accounting professional. Immunotec may not give tax advice.

U.S. Residents – 1099-Misc Form

Annually, Immunotec provides the U.S. Internal Revenue Service and U.S. Independent Consultants with a 1099-Misc form (Non-employee Compensation Earnings Statement) who:

- Had earnings and/or bonuses and/or won prizes (including trips) of over \$600 in the previous calendar year.
- Made commissionable purchases in excess of \$5,000 wholesale.

Certain states may have other criteria which would result in issuance of the 1099-Misc form. Consult your tax advisor or accountant for advice.

Canadian Residents – T4-A Form and/or RL 1 slip (Relevé 1)

Annually, Immunotec provides Revenue Canada and Canadian Independent Consultants with a T4-A form (Statement of Pension, Retirement, Annuity, and Other Income) who:

- Had earnings and/or bonuses and/or won prizes (including trips) of over \$500 in the previous calendar year.

Similarly, Immunotec annually provides Revenu Québec and Canadian Independent Consultants who are residents of the province of Quebec with a RL 1 slip (Relevé 1 - Employment and other income) who had earnings and/or bonuses and/or won prizes (including trips) of over \$50 in the previous calendar year.

Mexican Residents

Annually, Immunotec provides, Form 37-A to individual Consultants from whom it withholds income tax. Consultants who have registered as a Business Entity and pay EVA, do not receive Form 37-A.

Dominican Republic Residents

Annually, Immunotec provides Form IR1 to Individual Consultants from whom it withholds income tax and Form IR2 to Consultants who have registered as a Business Entity.

U.K. and Ireland Residents

Annually, Immunotec or its subsidiary corporations provides the required information when requested. For more information please contact HM Revenue and Customs in the U.K. and The Office of the Revenue Commissioners (“Revenue”) in Ireland, or your accounting professional.

Other Countries

Annually, Immunotec or its subsidiary corporations provides the required information when requested.

3.02 Retail Sales Tax

United States

Immunotec will collect sales tax for each state that allows or requires it to do so (for additional information such as specific states that require Immunotec to collect sales tax, please contact Customer Service) and will remit the tax to the appropriate government agencies.

Immunotec is required to collect and remit sales taxes based on its “suggested retail price” and the sales tax rates applicable to the ship-to address. The suggested retail price will be used as the tax base except when:

- a) the Independent Consultant’s state allows the use of resale certificates or tax numbers. In this case, if the purchase is made for resale and the Independent Consultant has a valid resale certificate or tax number on file with Immunotec, Immunotec will not collect the applicable taxes from the Independent Consultant. The Independent Consultant is responsible for collecting and remitting taxes to the appropriate taxing authorities.
- b) Immunotec sells directly to Customers who have been referred to Immunotec by an Independent Consultant. Taxes will be charged based on the purchase price paid by the Customer. A Customer is not eligible to resell products, nor use his account to make products available to another Customer.

Immunotec will collect the applicable sales tax on the personal orders of products purchased by the Consultant based on the actual price paid by the Independent Consultant, subject to the limitations described below.

For the purpose of this policy, a personal order includes products purchased for resale and/ or products personally consumed by you or by the officers, directors, shareholders, or employees of the distributorship if you are operating under a business name. Each Independent Consultant may order a maximum of \$500 worth of products for personal use on a monthly basis.

All Other Jurisdictions

Immunotec will collect and remit sales tax on the actual price paid by Consultants or Customers at the time of purchase.

3.03 Tax Exempt Forms

In order to be exempt from any taxes, you must provide Immunotec with a certified copy of your tax-exempt status; these forms must be received before an order is placed. Taxes cannot be refunded retroactively.

3.04 Other Forms

Immunotec reserves its right to provide the applicable federal, state and provincial tax authorities with any additional tax information as may be required by changes to applicable tax legislation.

4. Representing Immunotec

Immunotec has built a reputation of credibility and ethics since its inception in 1996. Each Independent Consultant is expected to carry on this tradition of ethical business practices in all interactions with the public. It is critical that you neither omit significant facts, nor misrepresent Immunotec products or programs in any way.

It is understood that in network marketing, real business success comes as a result of the sale of products and the sponsoring of Independent Consultants. When describing the Immunotec opportunity, you should:

- Make it clear that commissions and bonuses are based on the sales of Immunotec products and that an individual will not be successful by only sponsoring others.
- Emphasize that each Independent Consultant is an Independent Contractor, and that success or failure is based on personal effort.

You should not:

- Use any misleading, deceptive or unfair sales or recruiting methods.
- Make inappropriate income claims or guarantees that new Independent Consultants will achieve any level of income or success.
- Discuss or make warranties, representations or statements concerning Company Products in a manner that is inconsistent with the Company-produced literature.
- Promote the Company, its products and/or business plan in conjunction with the sale of stocks or securities related to the Company.
- Represent through statements or implication that you will build a downline for a person.
- Represent or imply that it is relatively easy to succeed in the business. You may only represent that Participant's success occurs through hard work and diligence.
- Offer the Immunotec business opportunity through, or in combination with, any other system, program, or method of marketing other than that set forth in official Immunotec literature.
- Require current or prospective Customers or Independent Consultants to execute any agreement or contract other than the Immunotec Agreement.
- Require current or prospective Customers or Independent Consultants to make any purchase from, or payment to, any other individual or entity other than those recommended in official Immunotec literature in order to participate in the Immunotec Compensation Plan.
- Require, suggest or divert any Independent Consultants into another business venture, or, in any way seek to obtain money from a Consultant for purposes other than the legitimate sale of Company products and participating in the Company's Compensation Plan.

Independent Consultants shall be solely responsible for all liability arising out of representations made with respect to Company products or the business opportunity which are not representations specifically approved by the Company. Independent Consultants shall indemnify the Company for any claims, losses, or fines arising out of such representations.

4.01 Business Cards, Stationery, Phone Listings

Be sure to include Immunotec Independent Consultant or Immunotec Independent (Rank) Consultant on all business cards, stationery or telephone listings and ensure that your promotional materials conform to Immunotec's advertising guidelines as set forth in section 5 of this Guide.

4.02 Product Claims and Testimonials

Immunotec products can be effectively marketed on their own merits and require no inappropriate product claims to sell them. This is particularly important as the actions or statements of one Independent Consultant can have far-reaching implications for all other Independent Consultants and can jeopardize Immunotec's business.

4.03 Representation as to Products and Use of Testimonials

As an Independent Consultant, you acknowledge that Immunotec products are not a substitute for a doctor's care or standard of care in the treatment, cure or prevention of a specific disease, and you shall not make representations to the contrary.

No claims (including personal testimonials) about the therapeutic, curative or beneficial properties of any products offered by Immunotec may be made except those contained in official Immunotec literature, approved by the Company and consistent with product licenses. In particular, you are prohibited from claiming that Immunotec products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases as such statements can be perceived as medical or drug claims. Not only are such claims in violation of Immunotec policies, but they potentially violate country-specific, federal, provincial, and state laws and regulations. Independent Consultants should recommend to any Customer or Consultant under physician's care or medical treatment to seek the advice of their physician before altering their nutritional regimen to include Immunotec products.

Independent Consultants who do not follow the rules in this section are subject to a penalty, up to and including termination of their Immunotec distributorship.

4.04 Compensation Plan and Income Earnings Misrepresentations

In your enthusiasm to enroll prospective Independent Consultants, you may occasionally be tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counter-productive because new Independent Consultants may become disappointed very quickly if their results are not as impressive or as rapid as the results others have achieved. At Immunotec, we firmly believe that an Independent Consultant's earning potential is sufficient to be highly attractive, without reporting the earnings of others.

In addition, the U.S. Federal Trade Commission, Canadian Competition Bureau and several states, provinces and countries have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While you may believe it beneficial to provide copies of checks, or to disclose your earnings or those of others, such approaches have legal consequences that can negatively impact both you and Immunotec unless appropriate disclosures required by law are also made at the same time as the income claim or earnings representation.

Opportunities for income under the Compensation Plan are determined by many factors, including the ability and perseverance of the individual. You may not make statements alluding to the income potential of any prospective Consultant except as stated in Company literature or make statements regarding their personal income without stating that the income is not necessarily representative of the income an average or typical Consultant can earn. All income is strictly derived from sale of products. The current income disclosure statement, available to download in your online Business Center, must be used when offering the business plan to anyone if earnings representations are being made. The proper way to discuss income earnings or the Company's Compensation Plan requires, but is not limited to, the following:

- You shall clearly stipulate that no remuneration is received solely for enrolling or sponsoring new Consultants and must provide required compensation disclosure(s), when discussing the Compensation Plan with any person or entity.
- When reviewing the Compensation Plan with any person you must inform them that, other than the initial application fee (enabling them to become a Consultant) there is no ongoing purchase requirement to become or remain a Consultant. However, in order to qualify for participation in the Company Compensation Plan as amended, a monthly Personal Volume requirement is necessary.

- In reviewing the AutoShip Program details, you must disclose that AutoShip is optional, generates monthly, and is automatically charged to the credit card provided and that the products selected are shipped monthly to the address listed in the Independent Consultant Profile. Until such time as the Company is properly notified to discontinue AutoShip, they will continue to be charged to the Consultant's credit card.

You may not:

- Represent, either directly or by implication that all participants who enter in the business will succeed.
- Misrepresent the cost amount that an average Consultant might expect to incur in carrying on the business.
- Misrepresent the amount of time an average Consultant would have to devote to the business in order to achieve income or Leadership levels.
- Make income projections, income claims, or disclose your Immunotec income (including the showing of checks, copies of checks, bank statements, or tax records).

You may:

- Use the Company's published literature to explain the operation of the Compensation Plan. Do not use hypothetical income examples.
- Display a copy of the country specific Income Disclosure Statement(s) (available in the online Business Center and subject to additional instruction in the online Business Center) at all public meetings.
- You do not earn bonuses on your own personal product purchases and you acknowledge that bonuses/Commissions/incentives are paid only on product sales. No benefits or bonuses are paid solely on sponsoring other Consultants, and no earnings are guaranteed from mere participation in the Compensation Plan.
- You must operate your business in accordance with applicable laws and/or regulations.
- You are prohibited from promoting or selling to existing Consultants or prospective Consultants any products, services or opportunities not directly produced or specifically approved in writing by the Company.
- You shall not utilize the services of a person, whether acting as your agent or on your behalf, who has been determined by the Company to be acting in derogation of the Business Guide. This includes a Consultant who is suspended, on probation, or whose termination resulted from a violation of the Business Guide.
- You shall not utilize the services of a Consultant that has been terminated by the Company, or any Shareholder, Member, or Partner of such terminated Consultants, in conjunction with your business.

4.05 Governmental Laws

You may not represent that the Company or any of its products have been approved or endorsed by any country, state, territory and province, federal or governmental agency except as expressly authorized by the Company. If the Company determines that your actions violate federal, state, territory or provincial law or the regulatory provision of any jurisdiction in the course of conducting your Immunotec business, offering the Company Compensation Plan, and/or engaging in the sale of any Company products, you are subject to immediate termination.

You may not attempt to utilize public or private schools, teachers, instructors and/or administrators in any capacity related to product promotional endeavors due to various country, state territory or provincial prohibitions related to the same, except in their private capacities or as allowed by local applicable law. There may be country, state, territory or provincial and/or local provisions against the use of public or private schools, teachers, instructors and/or administrators in any capacity related to product promotional endeavors. You are required to familiarize yourself with such provisions and comply with those laws in the course of promoting and conducting your Immunotec business.

4.06 Governmental Approval or Endorsement

Since neither federal, provincial, territorial nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs, you may not imply that Immunotec products or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency in any country except as expressly authorized by the Company.

4.07 Contacts with Government Regulators

You may not contact any government regulators (e.g. FDA, FTA, various State Departments of Health, COFEPRIS and/or Health Canada), on behalf of the Company. You may not represent the Company if you are contacted by government regulators. If you are contacted by a government regulator, you should refer that Regulator to the Company's Regulatory Affairs Department at 450-424-9992. You should also immediately contact Customer Service.

4.08 Respect for Immunotec and its Corporate Team

Immunotec seeks to provide its Independent Consultants with the best products, Compensation Plan, and service in the industry. Accordingly, we value your constructive comments. All such comments should be submitted in writing to the Customer Service Department. While Immunotec welcomes constructive input, negative comments and remarks made in the field by Independent Consultants about the Company, its products, its management or the Compensation Plan serve no purpose other than to sour the enthusiasm of other Independent Consultants. For this reason, and to set a proper example for your downline, you must not disparage Immunotec, other Independent Consultants, Immunotec's products, the Compensation Plan, or Immunotec's directors, officers, or employees. Such action constitutes a material breach of this Business Guide and may result in a disciplinary action including, but not limited to, termination of your Immunotec distributorship.

4.09 Misrepresenting the Company

Presenting the Company, the Compensation Plan, employees or products in a deceptive, fraudulent, slanderous or misleading way will result in disciplinary action that may include termination of your Consultant Agreement, when such conduct becomes known to the Company and any and all remedies available by law.

4.10 Indemnification

You are fully responsible for any verbal and written statements which you make regarding Immunotec products and the Compensation Plan which are not expressly contained in official Immunotec materials. You agree that Immunotec, its directors, officers, employees, and agents will be free from any and all liability which arises as a result of your unauthorized representations or actions. This provision shall survive the termination of the Agreement.

Any Consultant who is convicted of, or pleads guilty to, an illegal criminal act that is in any way related to or which occurred in the course of conducting their Immunotec business is subject to disciplinary action including, but not limited to, immediate termination.

For the purposes of this Business Guide, whether an Independent Consultant was engaged in conducting Immunotec business, offering the Company business plan, or engaged in the sale of any Company products shall be determined at the Company's sole discretion.

5. Advertising

Immunotec encourages its Independent Consultants to promote the Company's products and business opportunity. To protect the businesses of all Independent Consultants, it is critically important that the following guidelines be followed.

5.01 Use of Online Media

Except for the advertising provided by the Company for the promotion of your Consultant website, you may not advertise products by way of the Internet or any other form of social media, you may not advertise on a blog, YouTube, Twitter or other social or online forum, radio or television, without Immunotec's express written consent.

In order to protect its trademarks, the Company must restrict its Consultants from producing their own advertisements to promote the Company or its products. The Company provides compliant advertisements for your use. Only those Company-produced sales materials may be utilized to promote the Company and its products.

The Company-approved advertisements must be used verbatim. Print advertising is available for your use and can be found in the Business Center of your website. Exceptionally, you may create your own ads which must be pre-approved by Immunotec. (See section 5.02 which details how to submit your own ads)

5.02 Internet and Electronic Media

Use of Online Media

Consultants may not sell Immunotec products on online auction websites, virtual sales malls or other online sales media, including e-Bay. If the Company determines that you are using online media to sell Immunotec products, you may be subject to immediate termination.

The Company maintains a website at **www.immunotec.com**, and offers our Consultants Company produced Consultant replicated websites upon their enrollment and subsequent annual renewals. Consultants may also have their own websites, blogs, and other electronic medium (such as YouTube, Myspace, Facebook, Twitter, etc.), hereinafter referred to as "Consultant personal website," to promote their business by complying with the provisions outlined in section 5.08.

Consultants may include links or references to their Consultant replicated website if the originating source of the link does not violate the Business Guide. Prohibited sources include, but are not limited to, non-compliant websites, and/or sources that include disease references, personal testimonials, income claims, and the like.

All personal websites mentioning Immunotec and its products must be compliant as per this Business Guide and must be submitted to Immunotec's Compliance Committee for review and approval. Immunotec reserves the right to demand removal of any non-compliant content, failing which Immunotec may terminate your Distributorship.

Consultants may provide a direct link from their Consultant personal website to www.immunotec.com, and to any other Company-controlled URL.

Search Engines

Consultants may provide a direct link to any Consultant replicated website from Internet search engines provided the search and source codes, etc. are compliant.

You may not bid on keywords, advertise on websites, or utilize search parameters that address specifically to diseases, disease claims, or disease processes.

Prohibited Actions

Your Consultant personal website may not:

- Contain content (text, testimonial, audio, photo, video, or otherwise) which asserts or implies that Immunotec products, Immunotec product ingredients, cure, treat, mitigate or prevent a particular disease, disease claim, and/or disease process, unless approved by Immunotec on a country specific basis.
- Link to another website that contains contents which asserts or implies that Immunotec product ingredients, cure, treat, mitigate or prevent a particular disease, disease claim, or disease process, unless approved by Immunotec on a country specific basis.
- Use the Company name, Company product names, Company trademarks, or disease names/conditions in the URL.
- Contain content (text, testimonials, audio, photo, video, or otherwise) that misrepresents Immunotec products, or the business opportunity to the public.
- Be used to sell Company products and/or the business Compensation Plan in any country in which Immunotec is not authorized to conduct business, sell products, and/or enroll Consultants.
- Combine any non-Immunotec products, or other business with your Immunotec business.

Responsibility for a Consultant Personal Website

The Company will hold Consultants and any content providers strictly liable for the material contained on a Consultant personal website.

Reservation of Rights

The Company reserves the right to seek any and all remedies available by law, including injunctive relief, (in addition to disciplinary action) by the Company to remove non-compliant or offensive material from the Internet and to take disciplinary action including termination of the Consultant Agreement.

Social Networking

Immunotec encourages Consultants to join social networking sites, online forums, discussion groups, blogs and other forms of Internet communication to leverage the power of the Immunotec brand and communicate the benefits of the Immunotec products and Compensation Plan. Online social networks may be used to drive traffic to their Consultant personal website. Social networks include such sites as Facebook, LinkedIn, Myspace, Twitter, etc.

Consultants who advertise through social networking sites must ensure that they comply with Immunotec advertising policies as set forth in this Section in addition to Immunotec's policies regarding business practices and product claims as set forth in Section 4, Representing Immunotec. Consultants must clearly identify themselves as an Immunotec Independent Consultant in any social networking profiles they use to promote Immunotec. When participating in social media, Consultants may only use approved Immunotec Trademarks when promoting the Immunotec products and opportunity. Use of personal videos, audio tapes or other recordings featuring Immunotec corporate representatives must be submitted for approval before posting on social networking sites. Use of unapproved personal video, audio tapes or other recordings featuring Immunotec corporate representatives is strictly prohibited. Recordings made available by Immunotec may be used on social networking sites without limitation. Consultants are allowed to post personal photographs with Immunotec employees on social networking sites, as long as said photographs are appropriate and maintain the integrity of Immunotec and its employees. Consultants are not allowed to post personal photographs of Immunotec employees on independent websites. When participating in any social networking site as an Immunotec Independent Consultant, Consultants must avoid inappropriate conversations, comments, images, videos, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Immunotec's sole discretion and offending Consultants will be subject to disciplinary action and/or termination.

Consultants who create a social networking group must include the independent website disclaimer. Consultants who use social networking sites must also comply with the rules associated with that particular website or network. For example, some sites prohibit users from advertising products or promoting financial opportunities. Federal, state, territorial and provincial agencies have established guidelines and rules for what may and may not be communicated

and even a Consultant's personal experience may not conform to these regulatory guidelines. Consultants who provide testimonials on social networking sites and otherwise on the Internet are responsible for ensuring that their testimonials comply with all applicable regulations. Any testimonial posted by a Consultant must be pre-approved by Immunotec.

Consultants agree to immediately take down non-compliant profiles and/or websites at the request of Immunotec. Appeals regarding compliance may be submitted once the profile/ website has been taken down.

5.03 Email and Faxes

Email and fax transmissions are quick and efficient ways of disseminating information, but you should be aware of some guidelines concerning their use.

5.04 Email Correspondence

You may send emails:

- To individuals who have invited or given you permission to do so.
- To anyone with whom you have an established business or personal relationship. (Meaning a prior or existing relationship formed by a voluntary two-way communication based on an inquiry, application, transaction or an existing personal or family relationship).

You may use email to communicate Company information. You are solely responsible for ensuring that the content complies with the Business Guide and applicable laws related to e-communications prior to forwarding written correspondence to any individual. Recipients who wish to be removed from a mail list should notify the sender directly. Upon receipt, the Consultant must remove the request or from the mailing list immediately as required by law.

Consultants should not send or excerpt materials which violate this Business Guide to other Consultants or prospects. Consultants must always comply with local and federal regulations including, but not limited to, the CAN SPAM Act and Canada's Anti-Spam Legislation (CASL).

Consultants are strictly prohibited from sending unsolicited email (i.e. email blasts or "spam") and/or posting electronic messages on Internet bulletin boards to advertise the Company, Compensation Plan and/or the products. If you participate in chat rooms, you do so at your own risk and are solely responsible for any statements made in this medium and must observe Company Policies prohibiting medical, product and income misrepresentation in all electronic messaging formats, disparaging statements or other violation of the Business Guide. You are prohibited from sending unsolicited materials to individuals from whom you have not received permission including but not limited to using email address lists and/or lead generation lists which you have purchased.

In terms of email correspondence with Immunotec, the Company may notify you via email (in the event you have provided your email address) of upcoming events or general information. If you do not want to receive this correspondence, contact the Customer Service Department at the email address provided in the document.

Canada

Canada has extremely strict anti-spam legislation, "CASL" that applies to "commercial electronic messages", including email, text messaging and other forms of electronic communication sent to electronic addresses. Consultants are solely responsible for their compliance with CASL and other applicable laws, and must indemnify Immunotec if it suffers any losses as a result of their noncompliance. Potential penalties under CASL are extremely high, and may include an administrative monetary penalty of up to \$10,000,000.

Whenever you send an email to a recipient in Canada, you must comply with CASL, any other applicable laws, the general requirements of section 5.04 above, and the Canada specific requirements set out in this subsection.

Consent to Send Messages

You may only send commercial email to a recipient in Canada if the recipient has provided you with their express permission, if you have an “Existing Business Relationship” with them, or if you are in an existing personal or family relationship with them, all as set out in this section.

When asking for express permission to send commercial email, the following information must be stated:

- The purpose of the consent (i.e. that you would like to send them commercial information by email);
- Your name, or if different, the name under which you carry on business;
- If you are asking for consent for another person or organization to send commercial email, their name and that you are asking on their behalf;
- Your physical mailing address;
- At least one of your telephone number, email address, or web address; and that the individual may withdraw consent.
- You must obtain express consent through an express opt-in mechanism that provides a positive indication of consent. For example, provide a consent box the individual may click, or physically check the box to indicate their consent. Do not create an assumed consent (e.g. a pre-checked box) or opt-out mechanism.

You must retain evidence of all express consents you obtain, and you must provide that evidence to Company on request.

If you wish to send commercial email to someone who has an Existing Business Relationship with you, you may only send email to people with whom you have one of the following Existing Business Relationships:

- The message recipient made a purchase, or accepted a business opportunity, directly from you as a Consultant within the two-year period immediately prior to the day on which the message is sent, or
- The message recipient has an existing written contract, directly with you as a Consultant, or such a contract expired within the two-year period immediately prior to the day on which the message is sent, or
- The message recipient has made an inquiry or application to the Consultant regarding a purchase or business opportunity within the six-month period immediately prior to the day on which the message is sent.

You must retain evidence of all existing business relationships you rely on to send commercial email (including the date the relationship started and ended), and you must provide that evidence to Company on request.

If sending commercial email to family or personal relations, you may only send email to people in the following personal or family relationships with you:

- Family relationships consisting of: legal parent/child relationships, marriage, or common-law partnerships, where you have had voluntary two-way communications.
- Personal relationships, based on direct voluntary two-way contact where it would be reasonable to conclude that the relationship is “personal” taking into consideration all relevant factors such as the sharing of interests, experiences, opinions, communications and the information evidenced in the communications, the frequency of communication, the length of time since the communication, and if you have met in person.

Message Content and Unsubscribe Mechanisms

All commercial email you send to Canadian recipients must:

- State your name, or if different, the name under which you carry on business.
- If you are sending a message for another person, state their name, and that you are sending the message on their behalf. For example, any messages that encourage persons to enroll with Company as a Consultant must include the name Immunotec Inc., and indicate that the message was sent by you as a Consultant for Immunotec.
- State your physical mailing address.
- State at least one of your telephone number, email address, or web address.
- Include an unsubscribe mechanism that allows the person to indicate they no longer wish to receive consent from you. This mechanism must function through the Internet, and must set out an electronic address or a link to a website to which the request may be sent. A simple example would be stating “To unsubscribe, send a message to [Email address] with unsubscribe in the subject line”. You must give immediate effect to all unsubscribe requests.

- Not include any false, misleading or deceptive subject lines or false, misleading or deceptive header/sender information or any other false, misleading or deceptive content whatsoever.
- In all cases, if the individual has indicated they do not wish to receive messages from you, you cannot send that person commercial email.

5.05 Broadcast Fax

The Company strictly prohibits the use of unsolicited broadcast faxing to market, promote or otherwise advertise the Company or its products.

5.06 Text Messaging

The Company strictly prohibits sending unwanted and unsolicited text messages to market, promote or otherwise advertise the Company or its products.

5.07 Consultant Business Center Guidelines

The Company may provide Consultants access to a personal password-protected online Business Center. The information in their Business Center is intended to serve as a communication tool for Consultants only. You may not use portions of the password-protected site for recruitment and/or the sale of products. These portions include, but are not limited to, streaming video portions. You may not give your password to any individual for the purpose of accessing the website information. Any misuse of the Business Center will result in disciplinary action in accordance with the Consultant Disciplinary Procedure set forth in section 13 of this Guide.

5.08 Trademarks, Logos, Names, and Copyrights

Except as when permitted by Immunotec, you may not use the Company name, logo, trademarks and/or names of Company products in Consultant-produced advertisements or materials.

You may use Immunotec trademarks, logos, name or trade names only with prior written approval from the Customer Service Department. Please allow at least one week for processing. In all cases, the phrase Immunotec Independent Consultant or Immunotec Independent (Rank) Consultant must be displayed directly under the logo or trademark used.

Except in the case of advertising or instructions provided by the Company for the promotion of your Consultant personal website, you may not use the name Immunotec or any of its trademarks as a part of your Business name, Corporation name, Internet name, URL or domain name, meta tags source and search code, or email address.

You may not use the names or images of the Company employees, executives, Consultants, athletes, celebrities and/or organizations who endorse the Company, except as specifically written in Company-approved materials.

You are prohibited from using the names of any other companies, hospitals or institutions when promoting the Company.

Independent Consultants may not use Immunotec trademarks or names in the domain names of website addresses or within email addresses, nor can they represent the Immunotec IP address as their own. You may not “pay for placement” on a search engine nor misrepresent your replicated site as the “official corporate site”.

The best way to promote both the products and the business opportunity Immunotec offers is to use only those sales aids and support materials produced by Immunotec. Sales aids and support materials include CD-ROMs, DVDs, product brochures, video tapes, audio tapes, reference books, health booklets and product catalogs, etc.

The rationale behind this requirement is simple: Immunotec has carefully designed its products, product labels, Compensation Plan, and promotional materials to ensure that each representation of Immunotec is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal, state, territorial, provincial and country laws. Independent Consultants may generate advertising pieces for the print media, (i.e. newspapers and magazines), for broadcast on radio or television or for meetings, only if they are submitted to and approved by Immunotec prior to their use. Please allow one week for processing. Unless you receive specific written approval to use the submitted advertising piece, the request shall be considered denied.

Independent Consultants who do not follow the rules in this section are subject to a penalty, including, but not limited to, termination of their Immunotec distributorship as well as any and all remedies available by law.

5.09 Contacting the Media

In order to ensure accuracy and consistency in the information given to members of the media, all media inquiries (radio, television, newspapers, magazines, or any other periodicals or media) are to be referred to the Vice-President of Marketing. Consultants who contact the media directly or indirectly to participate in any fashion are strictly prohibited from discussing the Company, products, business or Compensation Plan, or to provide testimonials of any kind. You are not authorized to represent the Company if contacted by the media.

5.10 Personal Appearances

You are prohibited from representing the Company either directly or indirectly on television, cable television, radio and other types of media such as webcasts, podcasts and webinars without prior written permission from the Company. Consultants are encouraged to advise Immunotec of newsworthy matters and Immunotec will be the conduit with the media.

5.11 Telemarketing

The advent of “do not call” lists in both the U.S. and Canada and the Telephone Preference Service (TPS) or the Corporate Telephone Preference Service (CTPS) in the U.K. and Ireland has underlined the importance of avoiding telemarketing as a means to grow your Immunotec business.

You may call prospective Customers or Independent Consultants:

- If you have a business relationship with the prospect relating to a transaction that has taken place in the previous 18 months.
- If you have received written permission from the prospect authorizing the call to a specific telephone number.
- If the prospective Customer or Independent Consultant is a family member, personal friend or is someone with whom you have a recent first-hand relationship. Be careful about collecting business cards and regularly calling these contacts. The Federal Trade Commission and the Canadian Competition Bureau do not necessarily consider these contacts to be first-hand relationships.

You may not use automatic telephone dialing systems that store, generate, and dial telephone numbers to promote your Immunotec business.

5.12 Trade Shows and Fairs

Trade shows can be an excellent way to gain exposure for your Immunotec business and generate leads. Since it would be inappropriate to have more than one Independent Consultant lease a booth at an event, you must obtain permission from Immunotec before committing to exhibit at an event. Send a written request to the Customer Service Department, which includes the name of the event and date. Please allow at least one week for processing.

When permission is received, it will be for the specific event on the specific date mentioned in your request. Should more than one Independent Consultant apply for permission to represent Immunotec at the same event, priority will be given to the first Independent Consultant submitting a request.

You are responsible for contacting the appropriate local authorities regarding required sales licenses, permits or other documentation relative to participation in a trade show, fair, or exhibition. Copies of any required documentation must be sent to Immunotec for its records.

An Independent Consultant must be physically present at his booth at all times during an event. Only materials which do not violate this Business Guide may be displayed, and you must identify yourself as an Immunotec Independent Consultant.

If you wish to take credit card payments for your retail sales, you are responsible for obtaining and maintaining your own merchant account from a third-party service provider.

5.13 Display of Product

Successful network marketing companies are built on person-to-person communication about the Company's products and business opportunity. To ensure that the playing field is fair and level for all Independent Consultants, Immunotec

products or marketing materials may not be displayed in retail establishments. However, marketing materials may be displayed or available for consultation in any establishment which operates on a “by appointment” basis.

- You may sell or display Company products in (1) offices or other areas located in a private club that are not accessible to, or in view of, the general public; or (2) private offices of professionals who operate by appointment only, including but not limited to, beauty salons, spas, medical offices, and dental offices. Your ability to sell Company products under this paragraph may be subject to state, territorial, provincial and country laws or other rules or regulations of government agencies or professional organizations. You are solely responsible for complying with any and all laws, rules, and regulations related to the sale of the Company products.
- You may not sell or display Company products in a permanent retail establishment. Examples include, but are not limited to, department stores, beauty supply stores, supermarkets, drug stores, newsstands, health food stores, vending machines, mall carts, and flea markets.
- You are not required to sell Immunotec products at the suggested retail prices set by Immunotec on the Immunotec Price List, however; you may not sell any or all Immunotec products under the published wholesale price.
- You may not re-label or in any manner alter the label on any Company product. Additionally, you may not repackage or refill products and must sell products in their original, unopened containers. If you participate in this activity, you expose yourself to potential criminal charges and/or civil damage claims.
- You must supply all retail customers with a properly completed sales receipt in a format applicable to your jurisdiction. Consultants must maintain copies of sales receipts for a period of no less than two years and must furnish them to the Company upon request.
- You must inform the buyer of their cancellation rights at the time of the sale. You must allow retail customers the ability to cancel their order within ten business days and allow full refunds ten days after receipt. In the event that the Company must reimburse a dissatisfied retail customer on your behalf, refunds will be deducted from commissions and you may be subject to disciplinary review.

Independent Consultants who do not follow the rules in this section are subject to a penalty, including, but not limited to, termination of their Immunotec distributorship as well as any and all remedies available by law.

5.14 Telephone Directory Advertising

You may advertise in the telephone directory. Yellow Pages and White Pages advertising must conform to the Business Guide. The approved Yellow and White Pages listing is as follows:

Consultant’s Name

Immunotec® Independent Consultant

Consultant’s Address

Consultant’s Telephone Number

In the event the printer cannot insert the ® sign, there must be a line at the bottom of the ad that states “Immunotec is a registered trademark of Immunotec Inc.”

You may not use a telephone or toll-free number which, when numbers are converted to letters, spells out all or part of the name Immunotec or any of its products. Consultants who violate this statement will be responsible for the cost associated with becoming compliant.

5.15 Answering the Telephone

You are prohibited from answering the telephone in any manner that gives the caller the impression that they have reached the Company’s corporate offices.

6. Being an Ethical Sponsor

6.01 Sponsoring

As an active Independent Consultant with Immunotec, you have the right to sponsor and enroll others into the business, and new applicants have the right to select their Sponsor. In cases where it is not clear as to whom the rightful Sponsor should be, Immunotec will honor the first signed Agreement received.

Independent Consultants may not solicit individuals below the age of majority for either product sales or participation in the business opportunity in any state, territory, province or country.

6.02 Rights to Choose Sponsorship

Prospective applicants have the right to choose his or her immediate line of sponsorship. Implied loyalty to an individual who made the initial Company introduction does not obligate one to accept that individual's sponsorship. (For example, prospective applicants are not obligated to be sponsored/enrolled by someone who merely provides a Company video or other promotional material.) The Company does not have an obligation to settle or be a part of any disputes concerning sponsorship (or agreements in connection with sponsorship bonuses). The Sponsor/Enroller of a new Consultant will be the Sponsor/Consultant indicated in the Consultant Application and Agreement signed by the prospective applicant and/or entered as the Sponsor/Enroller in the Company's computer system.

6.03 Changing Lines of Sponsorship

Independent Consultant Positions

Network marketing organizations are based on order of sponsorship. Consultants work very hard at developing their businesses and build organizations so they can benefit from the Compensation Plan, grow within the ranks of the Company and create a stream of residual income for all Consultants within their genealogy. It is Immunotec's responsibility to protect the lines of sponsorship and as such the integrity of each Consultant's individual organization.

The Company will not permit any change in the line of sponsorship except in the following circumstances:

1. If the enrolled Consultant has been subject to acts of fraud, unethical sponsoring or criminal acts.
2. If the request is made in the first commission period from the time of enrollment, the enrolled Consultant must submit the written consent of his or her current Sponsor. Please be aware that commissions and/or bonuses will move to the new Sponsor. After the first commission period, the Company will not permit any change in line of sponsorship.

If you desire to change your Sponsor for any other reason, you must resign and discontinue conducting your Immunotec business for a period of six (6) months, and then reapply.

If you terminate your position in writing, you may rejoin under a line of Sponsorship of choice after six (6) full months. Termination of the position will result in forfeiture of all rights, bonuses and commissions under the previous line of sponsorship. After the voluntary termination notice has been received by the Company, you are considered an inactive Consultant. You shall not refer to yourself as an Immunotec Independent Consultant, you shall discontinue using any materials bearing the Company logo or trademark or service mark(s). You may not hold meetings, attempt to enroll new Consultants, or sell products. If you are found to be actively pursuing the business during the termination period, the Company reserves the right to reject your Application and refuse to allow you to join under a new line of Sponsorship.

You may sign up in a new position under a different Sponsor if you did not renew the original position after your effective renewal date, and your account has been inactive for the previous six (6) months.

You must complete and submit a new Application and Agreement form. Consultants who wish to rejoin under these circumstances are eligible to join in a new position. Position transfers are subject to the Company's approval which may be withheld at any time, and are subject to administration fees.

You are not permitted to persuade or attempt to persuade any other Consultant to terminate their enrollment with the Company in order to join your downline or use any unfair tactic or undue action to obtain any consent.

6.04 Household Members and Duplicate Accounts

You may not circumvent your original line of sponsorship by joining another downline organization or by signing up any member of your household into another downline organization. All those residing at the same address must join Immunotec as either a Customer or an Independent Consultant under the first position owned (Immunotec ID with the earliest entry date).

Duplicate accounts are considered to be an intention to manipulate or reconstruct the downline organization through violations of the cross-sponsoring, inducement and/or multiple position policies outlined in section 6.

Duplicate accounts may be terminated or moved directly to the first position owned at Immunotec's discretion, without the benefit of whatever new downline organization/volume the duplicate account might have, with instruction to work exclusively in the first position owned.

If any upline and/or cross-line Independent Consultant is found to have knowingly or willingly encouraged the opening of a duplicate account, the upline and/or cross-line Independent Consultant will be subject to further disciplinary action in accordance with the Compliance Disciplinary Procedure set forth in section 13 of this Guide, including termination of their Consultant Agreement by the Company.

An Independent Consultant (individual, entity or otherwise) terminated by the Company may not seek reinstatement as a Consultant until the expiration of 365 days after the effective date of termination.

6.05 Cross-Sponsoring

Immunotec believes in individuals and organizations working together for the greater good of all Independent Consultants. For this reason, cross-sponsoring is strictly prohibited. Any means of disguising the identity of the individual or entity in order to circumvent this policy is prohibited. It is prohibited to sell Immunotec products to downline or cross-line Consultants.

Independent Consultants who do not follow the rules in this section are subject to a penalty, up to and including termination of their Immunotec distributorship.

6.06 Cross-Selling

While you may participate in other network marketing or direct selling business ventures or marketing opportunities (collectively called "network marketing") during your tenure as an Independent Consultant, you may not recruit other Immunotec Independent Consultants or Customers into these enterprises, nor sell competitive products to your downline. Therefore, you shall not directly or indirectly contact, solicit, entice, sponsor, accept or promote Company Consultants into other opportunities or marketing programs of another company.

Additionally, for a period of 12 months after becoming inactive, you may not:

- Recruit any Immunotec Independent Consultant or Customer from your downline into another network marketing organization.
- Recruit any Immunotec Independent Consultant or Customer that you have met or gained knowledge of through your association with Immunotec into another "network marketing" organization.

Any attempt to encourage an Immunotec Independent Consultant or Customer to join another network marketing organization will be considered recruiting, including responses to Independent Consultant inquiries. It is prohibited to sell Immunotec products to downline or cross-line Consultants.

Exceptionally, Independent Consultants who have attained the Diamond rank (or higher) are not permitted to promote in any way other network marketing organizations.

Since being an ethical Independent Consultant means not selling competitive products, nor recruiting for other network marketing companies, it follows that you may never display competitive products or present competitive business opportunities alongside the Immunotec products or business opportunity which may confuse prospective Independent Consultants or Customers into believing there is a relationship between Immunotec and the competitive products or services.

6.07 Sponsor and Upline Responsibilities

Your relationship with your downline organization is fundamental to your success as an Independent Consultant and the Compensation Plan is based on your ongoing support of the dedicated Independent Consultants upon whose efforts your income is based.

Successful Independent Consultants take their responsibility to train, support and communicate with their downline very seriously right from their first interactions with their new recruit.

What is expected of the Immunotec Sponsor or Upline:

- To provide your new recruit with the most current version of the Business Guide and the Compensation Plan before they sign the Agreement. (see section 1.05)
- To motivate and train new Independent Consultants about Immunotec products, sales promotions, the Compensation Plan and compliance with the Business Guide.
- To ensure that no improper product or business claims are being made by your downline or that your downline Independent Consultants are not engaging in inappropriate conduct.
- To promote sales through the generation of new Customers and professional servicing of current Customers.
- Maintain a contact with the members of your organization via meetings, phone calls and/or emails and/or social media.

The Company will not intervene to settle disputes among Consultants regarding these or other types of financial agreements. The Company will pay commissions to the party listed in its computer database as supplied to the Company.

6.08 Ethical Sponsoring

Notwithstanding the Rights to Sponsorship Policy set forth in section 6.02 of this Guide, it is against Company policy to induce or allow an individual, family member or business partner of an existing Consultant to sign up under your line of sponsorship for the purpose of circumventing the original upline from future income.

You may not offer monetary rewards, free products or any other material inducement to entice a prospect to enroll under your line of sponsorship when it is made known that he or she has been working with another Consultant.

6.09 Responsibilities to Your Downline Organization

You are responsible for training your downline organization on effective and lawful methods of building a successful business and you are restricted from advising Consultants to restructure their downline in a fashion that gives the Sponsor or upline Consultants an income advantage, doing potential long-term damage to his or her Consultant position.

1. You are responsible for answering questions from Consultants whom you have personally sponsored. Consultants who have questions about any aspect of the Company should contact their upline and/or Sponsor for assistance.
2. You are responsible for advising uplines of the placement of any personally sponsored Consultants placed under them.
3. You are responsible for fully explaining the Satisfaction Guarantee policy set forth in section 11 of this Guide.

6.10 Combining a Third-Party Agreement with Your Immunotec Business

A "third party" includes, but is not limited to, another Independent Consultant or an unrelated individual/company offering business-building services or related/non-related goods and services.

The Company does not endorse or permit any third-party income representations, guarantees or other such representations to build your downline organization. In addition, the Company does not endorse any third-party individual or company making income representations through the use of third-party sales aids.

If you choose to enter into any such agreement with a third party, you do so at your own risk. The Company will not be bound by any such agreement or contract. The Company will not reimburse you for costs incurred as a result of any such agreement or contract described above. The Company will not settle disputes resulting from third-party agreements or between Consultants.

The Company does not allow the Immunotec products or Compensation Plan to be presented/offered in conjunction with any other business plan or other form of business. Violation of this Policy will be considered a breach of your Agreement and subject to the termination of your Agreement.

You must not induce third parties to acquire the Company's products by representing to that third party that they would, after the acquisition of the Company's products, receive cash bonuses, commissions or any other benefit from you in return for assisting you to supply the Company's products to others.

Independent Consultants who do not follow the rules in any of the above sections are subject to a penalty, up to and including termination of their Immunotec distributorship.

6.11 Assignment of Leads

Immunotec rarely receives requests for products or inquiries about becoming an Independent Consultant from the general public. In exceptional cases where leads are received, Immunotec tries to determine, to the best of its ability, the origin of such leads. If no relationship to a particular Independent Consultant can be traced, Immunotec will assign the leads and purchase inquiries from Immunotec's corporate website to active Gold level Independent Consultants and above, on a rotating basis

7. Professional Sales Practices

7.01 Available Markets

Independent Consultants are authorized to sell Immunotec products and enroll Independent Consultants and Customers in countries where Immunotec or a related entity is authorized to conduct business (“Country of Operation”) as published by Immunotec from time to time and subject to any limitations therein.

Your right to receive commissions in a Country of Operation may be revoked at any time if the Company determines that you have not conducted yourself in accordance with the terms and conditions contained herein or the governing laws of the Country of Operation.

You have no authority to take any steps in any country toward the introduction or furtherance of the Company. This includes, but is not limited to, any attempt to register or reserve Company names, trademarks or trade names, to secure approval for products or business practices, or to establish business or governmental contacts. You agree to indemnify the Company for all costs incurred by the Company for any remedial action needed to exonerate the Company in the event you improperly act purportedly on behalf of the Company.

The Company reserves the right to establish additional or different policies and procedures or compensation requirements that are applicable to a specific country. Consultants who conduct business internationally agree to abide by all special policies established by the Company or related entity for the specific Country of Operation.

7.02 Product Sales

Your income as an Independent Consultant is based on the sale of Immunotec products to end-use consumers. You must fulfill sales requirements to be eligible for bonuses, commissions and rank advancement.

To ensure that you are commission-qualified, you will:

- Satisfy the sales and volume requirements associated with your rank as specified in the Company's compensation plan.
- Sell a minimum of 70% of your personal orders to your personal retail Customers. By reordering, you certify that you have complied with this policy.

To mitigate the risk of inventory loading Immunotec reserves the right to limit the amount that a Consultant can order at any one time pursuant to its internal risk policy that may change from time to time.

7.03 Labeling and Packaging

Immunotec products, sales aids or materials must not be altered, tampered with or repackaged in any way. Should you notice any alteration, tampering or repackaging of products, please notify Immunotec immediately. Such relabeling or repackaging could violate federal, provincial, territorial, state and country laws, resulting in severe criminal penalties. Additionally, civil liability can arise when, as a consequence of the repackaging or relabeling of products, the persons using the products suffer any type of injury or their property is damaged.

7.04 Insurance

Immunotec has full product liability insurance for claims arising from possible defects in its products. However, coverage does not apply if an Independent Consultant makes unauthorized claims, or if any alteration, tampering, repackaging or modification of the products has occurred. Also, this coverage does not protect the Independent Consultant against risk that inventory may be damaged or stolen after receipt. You should consult an insurance professional to obtain proper product liability and general liability insurance, generally referred to as “business pursuit coverage” to meet your individual needs.

Immunotec may increase the amount and type of coverage required. Your insurance policies must be primary and non-contributory to any similar policies maintained by Immunotec. Policies should give Immunotec 30 days prior written notice of cancellation, non-renewal and/or material modification. Please send Immunotec a certificate of insurance showing that you have obtained the required coverage if requested.

7.05 No Price or Territory Restrictions

As an Independent Consultant, you can set Immunotec products at whatever price point you choose, as long as it is above the published wholesale price.

There are no exclusive territories within your Country of Operation.

Your Immunotec business is not a franchise. An annual renewal fee is required in order to maintain your status as an Independent Consultant with Immunotec.

7.06 Sales Receipts

When completing a sale, always provide your Customer with a sales receipt that clearly includes:

- All the terms and conditions of sale, including the total amount the Customer will be required to pay, including all interest, service charges and fees, and other costs and expenses as required by federal, state, territorial, provincial and country laws.
- Your name and address and a notation stating that you are an Independent Consultant with Immunotec.

While Immunotec keeps records of the purchases of your AutoShip Customers and Retail Customers who purchase directly through Immunotec, it is your responsibility to maintain copies for two years of all sales receipts for your retail Customers and to furnish them to Immunotec upon request. To ensure best business practices, Immunotec may audit these sales receipts at any time. Receipts are available for download and printing under the My Tools tab in your online Business Center.

Canada

Consultants must use sales receipts provided by Immunotec which may be specific to the Province or Territory of the sale, available in your online Business Center.

U.K. and Ireland

HM Revenue and Customs in the U.K. and The Revenue Commissioners in Ireland may require you to hold copies of receipts for longer periods and you should seek advice from your tax adviser in this respect.

While the successful Independent Consultant will keep some inventory on hand for personal use, retail sales, and to service the needs of their downline, inventory loading is strictly prohibited. In addition, Independent Consultants are prohibited from requiring or encouraging new Independent Consultants to purchase excess products for the purpose of qualification. As already stated, Independent Consultants may not order additional products until 70% of previous purchased products have been sold or consumed by end-users. Accurate record-keeping is important. Each time you place an order, it reaffirms to Immunotec that you are respecting this provision.

Please be aware of the following rules concerning product inventories:

- Immunotec will apply its buy-back policy, set forth in section 11 of this Guide, when a distributorship is terminated, but it will not repurchase products or issue refunds for products certified as having been consumed or sold.
- Independent Consultants who falsely represent the amount of product sold or consumed in order to advance in rank are subject to the suspension or termination of their distributorship, at Immunotec's sole discretion.
- Should you encourage a member of your downline to circumvent the inventory loading prohibition and your downline is terminated as a result, Immunotec will require you to repay any commission rebates or bonuses paid on that unauthorized product.

7.07 Monitoring of Meetings

The Company may conduct anonymous and random monitoring of Consultant meetings and/or conference calls and may record the meetings notwithstanding any admonitions to the contrary. You must follow regulatory guidelines and adhere to the Business Guide at all times.

7.08 Bonus Buying

Bonus buying is strictly and absolutely prohibited. Bonus buying includes:

- The enrollment of individuals or entities without their knowledge and/or signing of an Agreement.
- The fraudulent enrollment of an individual or entity as an Independent Consultant or Customer.
- The enrollment or attempted enrollment of non-existent individuals or entities as Independent Consultants or Customers (“phantoms”).
- The use of a credit card by or on behalf of an Independent Consultant or Customer when the Independent Consultant or Customer is not the account holder of the credit card.

7.09 Stacking

Stacking is strictly and absolutely prohibited. Stacking includes:

- The failure to transmit an Agreement to Immunotec in excess of two business days after its execution.
- The placement or manipulation of Applications and Agreements for the purpose of maximizing compensation within Immunotec’s Compensation Plan.
- Providing financial assistance to new Independent Consultants for the purpose of maximizing your compensation in Immunotec’s Compensation Plan.

7.10 Stockpiling Product

Immunotec’s Compensation Plan is based on retail product sales. You are not required to carry an inventory of product for retail sale. Stockpiling is the excessive ordering of products in amounts solely for the purpose of qualifying for commissions, bonuses or advancement in the Compensation Plan. You should order only enough products for a four-week period to reasonably fill your needs and/or retail customer orders. Stockpiling is a manipulation of the Compensation Plan and unfairly leads to one Consultant’s gain and another’s loss.

No refunds will be made for stockpiled product, as determined by the Company at its sole discretion.

Independent Consultants who do not follow the rules in any of the above sections are subject to a penalty, up to and including termination of their Immunotec distributorship.

8. International Policies

8.01 How to Conduct Business Internationally

Only after the Company has announced that a country is officially open for business may you do business in that country by promoting the Company or related entity and/or selling Products. You are required to follow all laws, rules and regulations of the Country of Operation. You may use only promotional materials approved by the Company for use in that Country of Operation and sell only products approved for sale in that country. Currently, Immunotec is authorized only to conduct business in the following countries: the U.S., Canada, Mexico, the U.K., Ireland, and the Dominican Republic.

All other countries are considered unauthorized countries of operation. Therefore, when you travel to these countries, the following Policy applies. You must not:

- Advertise the Company Compensation Plan or products.
- Offer Company products for sale or distribution.
- Accept payment for enrollment or recruitment from citizens of countries where Immunotec does not conduct business.
- Conduct opportunity meetings.
- Promote International expansion via the Internet or in promotional literature.

Products may only be lawfully sold in those jurisdictions for which they have been approved.

Please refer to the product list on Immunotec's website for each Country of Operation.

If you are found to be in violation of an International Policy, you will be subject to the Consultant disciplinary procedure, as set forth in section 13 of this Guide including, but not limited to, termination.

You are solely responsible for compliance with all laws, tax requirements, immigration customs laws, rules and regulations of any Country of Operation. You accept the sole responsibility to conduct your independent business lawfully within the Country of Operation.

Your right to receive commissions in a Country of Operation may be revoked at any time if the Company determines that you have not conducted yourself in accordance with the terms and conditions contained herein or the governing laws of the Country of Operation.

You have no authority to take any steps in any country toward the introduction or furtherance of the Company. This includes, but is not limited to, any attempt to register or reserve Company names, trademarks or trade names, to secure approval for products or business practices, or to establish business or governmental contacts. You agree to indemnify the Company for all costs incurred by the Company for any remedial action needed to exonerate the Company in the event you improperly act purportedly on behalf of the Company.

The Company reserves the right to establish additional policies and procedures that are applicable to a specific country. Consultants who conduct business internationally agree to abide by all special policies established by the Company for the specific Country of Operation.

9. Commissions and Bonuses

9.01 Qualifications for Commissions and Bonuses

Active Independent Consultants are eligible to earn commissions and bonuses. Commissions are paid monthly, as described in the Compensation Plan. A commission period is equivalent to one calendar month (i.e. January 1st – January 31st). Independent Consultants must be commission-qualified each month, with no amounts owing on qualifying orders. Qualifying points for all orders are assigned on the date payment is received, not the date the order was placed. The minimum amount for which a check to be issued is \$25 in the U.S. and Canada, 120 pesos in Mexico, £10 in the U.K. and €10 in Ireland. Commissions and bonuses will accrue until they total the minimum amounts required in each country, at which time a check will be issued. There is no minimum amount required for direct deposit.

9.02 Direct Deposit

Consultants are encouraged to go on the Direct Deposit plan in order to benefit from speedy receipt of their commission and bonus checks and the elimination of them having to manually deposit checks and wait for clearance.

9.03 Adjustments to Commissions and Bonuses

Adjustments for Returned Products

Your commissions and bonuses are based on the sale of products to end-users. If products are returned to the Company, the commissions and/or bonuses earned on those products will be deducted from your next check. The deductions will occur in the month that the refund is given, and will continue until all commissions and/or bonuses have been recovered. Should your distributorship be terminated for any reason, any unrecovered balance will be deducted from any amount owed to you.

Unclaimed Commission, Bonus, and Credit Checks

Be sure to cash your commission, bonus and credit checks in a timely manner as checks are voided after six months from the date of issue. Voided checks will be replaced for a period of up to twelve months from the date of issue. In Canada and the U.S., a fee of \$15 will be deducted from the balance owed.

9.04 Errors or Questions

Should you believe an error has been made regarding your commissions and/or bonuses, downline activity reports, or charges, be sure to notify Customer Service immediately in writing within 30 days of the purported error. Immunotec will not be responsible for any errors, omissions or problems not reported

10. Ordering and Payment

10.01 AutoShip and Customer AutoShip Programs

AutoShip Program

The AutoShip Program is optional and allows Consultants to easily set up a convenient monthly automatic order and preferred processing date.

Customer AutoShip Program

Both you and your Customers win when you promote the optional Customer AutoShip Program. Your Customers benefit by having their monthly order delivered directly to their door, and you are freed from monthly follow-up and deliveries. With a simple purchase process and discounted pricing, the Customer AutoShip Program is the best choice for you and your Customers.

AutoShip and Customer AutoShip orders are processed on the 3rd, 8th, 16th and 23rd day of each month. If the order processing date falls on a weekend or holiday, orders will be processed the next business day.

AutoShip and Customer AutoShip order changes, processing date changes as well as cancellations can be made online in the Consultant Business Center or Customer Center, by mail, by e-mail, by fax, and/or by calling the Customer Service Department 3 business days prior to the processing date to be effective for the current month.

10.02 General Ordering Policies

Immunotec encourages its Independent Consultants to use the web for routine ordering; it saves time, is convenient, and is available 24/7.

Immunotec will attempt to contact Independent Consultants who send in mail orders with invalid or incorrect payment. If an alternate payment method cannot be arranged before the commission period has closed, the order will be canceled.

Orders that are not prepaid in full are not accepted. Orders for products and sales aids may be combined, and there are no minimum order requirements.

Pricing Adjustments

Immunotec reserves the right to adjust pricing on products and sales aids at any time without notice. The most recent Price List and Starter Pack Sheets are available to download in the online Business Center.

10.03 Shipping and Back-Order Policies

Your in-stock order will be shipped within two business days of its receipt by Immunotec. Out-of-stock items will be placed on back-order and shipped as soon as additional inventories are received. To help ensure that you are commission-qualified, back-ordered items will be charged, and appropriate volume points applied to the order. Independent Consultants and Customers will be notified if back-ordered items are not expected to ship within 30 days and an estimated shipping date will be provided. Back-ordered items can be canceled upon request and replacement merchandise will be sent, or a refund or credit issued. Should a refund be requested, appropriate volume points will be deducted from your Personal Volume in the month in which the refund is issued. (See adjustments to Bonuses and Commissions in section 9.03 of this Guide)

10.04 Confirmation of Order

Be sure to check your order upon receipt. Any shipping discrepancies or damage must be reported to Immunotec within 10 days of receipt.

10.05 Insufficient Funds

Immunotec is not obliged to contact you regarding orders that are canceled due to insufficient funds or credit, so please be sure that there are sufficient funds or credit available to cover any orders. A canceled order may result in a failure to meet your Personal Volume requirements for the month.

10.06 Credit Card Information

Changes to credit card information (including expiration date) must be received at least five days before a shipment is to be sent.

10.07 Payment by Check

Payment can be made by personal check. However, in the event that a check is returned due to insufficient funds, a service fee may be charged to the Independent Consultant where permitted by law. Thereafter only certified checks will be accepted.

11. Satisfaction Guarantee and Return Policy

Immunotec offers a 30-day money-back guarantee to both its AutoShip Customers and retail Customers.

11.01 AutoShip Customer and Retail Customer Return Policy

AutoShip Customers and Retail Customers, who purchase directly through Immunotec, have a 30-day 100% money-back guarantee from the date of purchase. After 30 days, Immunotec offers a 90% money-back guarantee for up to 12 months from the date of purchase.

AutoShip Customers and Retail Customers, who purchase directly through Immunotec, must obtain a Return Authorization (RA) Number from Immunotec's Customer Service Department before returning any products. See Return Authorization (RA) Number Policy in section 11.04 of this Guide.

11.02 Retail Customer Return Policy through its Independent Consultants

Immunotec's Retail Customer Guarantee is offered through its Independent Consultants and every Independent Consultant is bound to honor it. If, for any reason, a Retail Customer is dissatisfied with any Immunotec product, he or she may return the unused portion of the product to the Independent Consultant from whom it was purchased, within 30 days from the date of purchase.

Immunotec will replace returned product to the Independent Consultant when a duly completed Customer Refund Application form is submitted and received by Immunotec, accompanied by the sales receipt and lot number of the returned product. Please refer to the Customer Refund Application form located in the Business Center for detailed information.

11.03 Consultant Return Policy

Consultants have a 10-day, 100% money-back guarantee from the date of purchase. After 10 days, Immunotec offers a 90% money-back guarantee for up to 12 months from the date of purchase.

Consultants must obtain a Return Authorization (RA) Number from Immunotec's Customer Service Department before returning any products. See Return Authorization (RA) Number Policy in section 11.04 of this Guide.

Please note: All products need to be returned within one year of purchase in order to be eligible for a refund. Refunds are issued once the condition of the returned goods is determined. Credits will be made by the same method of payment used when the order was placed. Please allow 15 days for processing of refunds.

11.04 Return of Product and Sales Aids upon Cancellation of Agreement or Distributorship

In the event your Agreement is canceled for any reason, you may return saleable personally-purchased inventory and sales aids, at your cost, for a 90% refund within 12 months from the date of purchase. Shipping costs will be covered by Immunotec only if the Company cancels the Agreement for a reason other than your violation of the Business Guide. Immunotec will inform the Independent Consultant if product is considered unsalable at which point the Independent Consultant can opt to have the product returned to them at their cost. Independent Consultants must inform Immunotec in writing that they wish to have the products returned. Failure to do so within 10 days of a notice of non-acceptance will result in disposal of the products without further liability or compensation to the Independent Consultant. Any bonuses, rebates or other incentives that were paid to the Independent Consultant based on purchase of the returned products will be deducted from the refund. Products that have been previously certified as having been resold are not eligible for buy-back.

Return Authorization (RA) Number Policy

Consultants, AutoShip Customers and Retail Customers, who purchase directly through Immunotec, must obtain a Return Authorization (RA) Number from Immunotec's Customer Service Department before returning any products and/or sales aids. They will be asked for the sales order number and product lot numbers for all returns. The RA Number must be clearly visible on the outside of each and every package being returned or they will be refused. Any associated costs incurred are your responsibility.

Please note: All products need to be returned within one year of purchase in order to be eligible for a refund. Refunds are issued once the condition of the returned goods is determined. Credits will be made by the same method of payment used when the order was placed. Please allow 15 days for processing of refunds.

12. Following the Business Guide, Inactivity, Cancellation

Should you become aware that the Business Guide is not being followed by members of your downline, it is your responsibility as a leader to remind them of their obligation to follow the business practices contained therein. Should the violations continue, it is your responsibility to notify the Immunotec Compliance Department. Any details you may have, such as dates, number of occurrences, persons involved, and any supporting documentation, should be included in your report of violation.

12.01 Violations of the Business Guide

Immunotec reserves the right to take quick and decisive action in supervising and enforcing the Business Guide. Any Independent Consultant who is found to be in violation of any of the rules, regulations and procedures instituted by Immunotec is subject to disciplinary action and may also be subject to legal action including, but not limited to, punitive damages and injunctive proceedings. Violations of Immunotec's Business Guide will be decided by the Company's compliance officer at its sole discretion and added to an Independent Consultant's file. Violations are subject to a penalty including, but not limited to, termination of the Immunotec distributorship.

Should the disciplinary action include suspension, you will be prohibited from buying or selling products while the suspension is in force. All rights to commissions, bonuses and payouts during the suspension will be lost.

Immunotec has the right, at its sole discretion, to determine the length of the suspension. If you repeat a violation or have more than one suspension on file, your Agreement may be terminated and you will lose all rights to your downline, commissions and bonuses.

The suspended Independent Consultant must provide Immunotec with a detailed, written explanation of the purported violation within ten days of the receipt of a suspension notice and may be asked to divulge his future intentions with regard to his distributorship. Failure to properly reply within ten days may lead to termination at Immunotec's sole discretion.

12.02 Reporting Violations

Our products are regulated by the government, and the way we promote our products is governed by federal, state, territory and provincial law, country specific laws and regulation law. The Company is committed to complying with all legal requirements. It is essential for all Consultants to comply as well. We all depend on one another. The non-compliance of one may result in problems for everyone else. Accordingly, to enable the Company to ensure that its operations at every level comply with legal requirements, you are requested to report any violations of the Company Business Guide that come to your attention at info@immunotec.com or via telephone (US & Canada) by calling (1-888-917-7779).

Your report should include any details you have such as dates of violation, number of occurrences, persons involved and any supporting documentation you may have.

12.03 Termination for Cause

If a violation is found to be serious enough to warrant termination, Immunotec reserves the right to pursue all legal recourses against the Independent Consultant. When a decision is made to terminate a distributorship, Immunotec will notify the Independent Consultant. An Independent Consultant who is terminated for violation of the Business Guide will be liable to indemnify and compensate Immunotec for any other damages resulting to Immunotec from such conduct.

Once notice has been given, the Independent Consultant agrees to cease representing himself as an Independent Consultant and to cease operation of his distributorship. Should an Independent Consultant wish to appeal the termination, he/she must send a written notice to Immunotec within 14 days of the date of this receipt of the termination notice. Immunotec will forward the appeal to its Compliance Committee. If the appeal is not received within the 14-day period, the termination is automatically deemed final. If an appeal is received within the 14 days, the Compliance Committee will review it and reconsider the termination, consider any other appropriate action, and notify

the Independent Consultant of its decision. The Compliance Committee's decision is final and not subject to further review. Once a distributorship is terminated, the Independent Consultant will immediately cease using any reference to Immunotec including telephone listings, replicated Internet websites, stationery and any advertising materials.

12.04 Termination by the Company

The Company reserves the right at any time to terminate for convenience in its sole discretion the Agreement upon thirty (30) days' written notice to the Consultant. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed or delivered to an express courier in accordance with the notice provisions of Section 1.08 of the Business Guide of the Agreement or to his/her counsel, or when the Consultant receives actual notice of cancellation, whichever occurs first. The Company shall not be required to have any reason or to prove any cause in order to terminate the Agreement with any Consultant. If and when any Agreement is terminated, the Consultant shall have no claim against the Company, its affiliates or their respective officers, directors, agents, employees, servants and representatives, nor any right to claim or collect lost profits, lost opportunities or any other damages. Termination will result in the loss of all benefits as a Consultant. The terms hereof are in satisfaction of any and all statutory and common law claims, including without limitation any right to reasonable notice of termination of the Agreement.

12.05 Resignation

You may terminate your distributorship at any time and for any reason, by sending a signed, written notice to Immunotec by registered mail, messenger service or facsimile transmission. Email shall not be used for this purpose. The written notice should contain a listing of products being returned, including quantities, sales order numbers and Return Authorization numbers for each item. If there is a secondary applicant who also wishes to resign, the notice of resignation must be jointly signed.

If you are on AutoShip when you resign, you will automatically become an AutoShip Customer unless you stipulate otherwise in your notice of resignation.

12.06 Cancellation Following a Failure to Renew

If your distributorship becomes inactive through a failure to renew, you will keep your downline and title status but will no longer be able to place orders or qualify for or earn commissions. If your file is inactive for more than 30 days due to a failure to renew, it will be terminated and you will lose all rights and privileges accorded to your distributorship.

12.07 Effect of Cancellation

Active Independent Consultants are eligible for commissions and bonuses in accordance with the Compensation Plan. Commissions and bonuses constitute the Independent Consultant's entire consideration for their efforts in generating sales and building a downline organization. Following an Independent Consultant's non-renewal, cancellation for inactivity or voluntary or involuntary cancellation, the former Independent Consultant will permanently lose all rights, title, claim or interest to the marketing organization which he operated or to any commission or bonus from the sales generated by the organization.

Former Independent Consultants may no longer represent themselves as Immunotec Independent Consultants and may no longer sell Immunotec products or services. The final commission and bonus payout will include the last full commission period in which the Independent Consultant was active, less any amounts owed to Immunotec.

A terminated Consultant cannot sponsor new Consultants. If a terminated Consultant is listed on the Immunotec Application as a Sponsor, the new Consultant will be contacted to provide the Company with a valid Sponsor Identification Number from a Consultant in good standing.

12.08 Roll-up of Marketing Organization

When a vacancy occurs within a marketing organization due to the termination of a distributorship, each member of the downline moves up one level within the organization.

13. Disciplinary Appeal Procedure

13.01 Resolution of Disputes

You should attempt to resolve any grievance or complaint against another Consultant by first seeking resolution advice from your upline.

13.02 Disciplinary Procedure

Allegations of a violation of a Policy (hereinafter referred to as “Issue”) may be brought against a Consultant of the Company by any of the following as an “Initiator” of the procedure: an employee of the Company, a Consultant of the Company, and/or any third person who has been affected by the conduct of a Consultant or by the Company on its own notion. The complaint may be reported by calling Customer Service at 1-888-917-7779 or by writing to info@immunotec.com. The complaint will be filed with the Compliance Officer.

All references in this Business Guide to the “Compliance Officer” shall refer to the officer or employee holding that title or their designee.

The Compliance Officer may determine from the complaint, or other evidence pertaining to the Issue, that it does not constitute a violation of any Policy of the Company. The Initiator will be sent a reply to this effect, and no other process shall ensue.

The Compliance Officer may determine that the allegations are credible and do not warrant an investigation, in which case a Warning notice will be sent to the violating Consultant directing them to cease the current activity. The Warning will include an agreement that the Consultant must sign and return within a specified time frame for follow up.

If the Compliance Officer determines that the allegations are credible, the Officer has the right to investigate. Once the investigation is completed, a response will be forwarded to the Consultant who has allegedly violated the Policy set forth in the Complaint. The complaint letter allows the Respondent to provide details of the “Issue”, and to clarify the facts. Upon receipt, the Compliance Officer shall review the Consultant’s reply. If it is determined that appropriate measures have been taken to correct the Issue, the Officer will close the file. However, if the violation has not been rectified, disciplinary actions will be imposed, including termination of the Consultant Agreement (see section 13.05).

The Officer may impose any one or a combination of the following sanctions:

- A Written Warning clarifying the meaning and application of a specific policy in the Business Guide and advising that a continued breach will result in further sanctions including suspension, inactivation or termination.
- Suspension, inactivation or termination of the Independent Consultant.
- Any and all remedies available by law.

13.03 The Disease Claim Violation

In cases where the Compliance Committee determines that the Independent Consultant has made a claim that the Company products cure, treat, mitigate or prevent a specific disease (a “Disease Claim Violation”), the Compliance Committee shall take into consideration whether the Disease Claim Violation was isolated and trivial. If the Disease Claim Violation is found to be isolated and trivial, the Compliance Committee may impose sanctions which reflect the severity of the infraction and are necessary to ensure future compliance with the policies concerning disease claims, unless approved by Immunotec on a country specific basis.

Unless the Disease Claim Violation is found to be isolated and trivial, the Compliance Committee shall impose the sanction of termination, mandate a minimum 2-year waiting period before the Independent Consultant can apply for reinstatement, and enter an order that the terminated Consultant permanently lose his/her downline and the right to any compensation from that downline. The Committee shall render its decision in a Written notice. The Compliance Committee shall send the Consultant who is in violation the written notice within three (3) business days of its rendition.

13.04 Termination of the Agreement by the Company

In the event the Company terminates your agreement, the Company will notify you by recorded delivery mail at your address on file with the Company.

The termination of an Independent Consultant is effective immediately upon receipt of the Written Notice via recorded delivery to your last known address.

In the event of termination arising from a Compliance Committee Written Notice, or other action initiated by the Company, the Company reserves the right to initiate disciplinary action including, but not limited to, the termination of any other household position, assumed name or DBA, corporation, partnership, trust, or any other affiliated positions in which the Independent Consultant has a vested interest.

13.05 Effect of Inactivation and Termination

Inactivation includes the following sanctions:

1. Requiring a Consultant to take remedial action and could include follow-up monitoring by the Company to ensure compliance with the Agreement.
2. Suspension of certain Consultant privileges, including but not limited to placing product orders, participating in Company programs, progressing in the Compensation Plan, or participating as a sponsor for a period of time or until the Consultant satisfies certain specified conditions.
3. Withdrawal or denial of an award or recognition, or restricting participation in Company-sponsored events, either for a specified period of time or until you satisfy certain specified conditions.
4. Withholding commissions or bonuses for a specified period of time, or until you have satisfied certain specified conditions, imposing fines or other penalties permitted by law and finally, termination of your Consultant Agreement.

Upon termination, whether voluntary or Company-initiated, you shall have no right, title, claim or compensation derived from the sales of products in your downline organization. You:

- Shall not refer to yourself as an Independent Consultant.
- Shall not have the right to sell the Company's products.
- Must discontinue using any materials bearing any Company logo, trademark or service mark.
- Shall not continue to communicate with the Company except as required to perfect and pursue an appeal of the termination or to request reinstatement pursuant these Policies and Procedures.
- Shall not work for, work with, or otherwise assist or be utilized in any capacity by Immunotec Independent Consultant in the operation of their business. This includes, but is not limited to, performing any functions in sales, support, promotions or in conducting meetings of any nature related to any Immunotec business.

13.06 Sanctions

The Business Guide is incorporated into the Application and Agreement and constitutes an integral part of the parties' agreement regarding their business relationship. Consultants who conduct business in violation of these Policies and Procedures jeopardize the integrity and credibility of the Company. Where the actions of a Consultant are deemed egregious by the Company, the Company reserves the right to assess disciplinary sanctions including, but not limited to, termination of Consultant status. A termination under these circumstances is effective immediately upon notification by the Company.

13.07 Reinstatement after Termination by the Company

Except for Independent Consultants terminated for Disease Claim Violations, as set forth in section 13.03 of this Guide, an Independent Consultant (individual, entity or otherwise) terminated by the Company (the "Terminated Consultant") may not seek reinstatement as a Consultant until the expiration of 365 days after the effective date of termination. Independent Consultants terminated for a Disease Claim Violation may not seek reinstatement until the expiration of two full years (730 days) after the effective date of termination.

The terminated Consultant shall submit a written request for reinstatement to the Company. The request should outline the reasons for reinstatement, and shall be accompanied by a fully executed Consultant Application form.

The request shall be considered by the Compliance Committee. The Committee shall either approve or reject the request for reinstatement. The decision of the Compliance Committee shall be reduced to writing, and shall be sent to the Terminated Consultant by the Compliance Committee within three (3) business days of its rendition. If the request for reinstatement is rejected, the Terminated Consultant must wait an additional 365 days before making another request for reinstatement.

If the request for reinstatement is approved, the Terminated Consultant becomes a new Independent Consultant. The Terminated Consultant does not return to the position held prior to termination.

13.08 Arbitration and Governing Laws

The Consultant Application & Agreement, as well as this Business Guide, is governed by the laws the Company operates in. Any dispute or claim or other differences between the Independent Consultant, its owners, officers, employees, agents and/or partners on the one hand, and the Company, its owners, officers, employees and/or agents on the other hand arising out of or relating to the Consultant Application & Agreement and/or this Business Guide, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The tribunal will consist of three arbitrators. The place of the arbitration will be the one in which the Company in dispute has operations in. The language to be used in the arbitral proceedings will be the one in which the Company in dispute has operations in. The governing law in the proceeding will be the one ruling in the place in which the Company in dispute operates in. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.

The Independent Consultant, its owners, officers, employees, agents and/or partners on the one hand, and the Company, its owners, officers, employees and/or agents hereby expressly waive to any other jurisdiction that might correspond them due to their present and/or future domiciles or due to any other reason.

WAIVER: THE COMPANY NEVER RELINQUISHES ITS RIGHT TO INSIST ON COMPLIANCE WITH THESE RULES OR WITH THE APPLICABLE LAWS GOVERNING THE CONDUCT OF A BUSINESS. THIS IS TRUE IN ALL CASES, BOTH SPECIFICALLY EXPRESSED AND IMPLIED. IN ADDITION, IF THE COMPANY GIVES PERMISSION FOR A BREACH OF THE RULES, FOR ANY REASON, AT ANY TIME, THAT PERMISSION DOES NOT EXTEND TO FUTURE BREACHES. THIS PROVISION DEALS WITH THE CONCEPT OF "WAIVER", AND THE PARTIES AGREE THAT THE COMPANY DOES NOT WAIVE ANY OF ITS RIGHTS UNDER ANY CIRCUMSTANCES SHORT OF THE WRITTEN CONFIRMATION ALLUDED TO ABOVE.

14. The DSA

Immunotec is a proud member in good standing of both the U.S. Direct Selling Association and the Canadian Direct Sellers Association. While they are separate entities, both of these organizations are known as the DSA.

The cornerstone of the DSA's commitment to ethical business practices and consumer service is contained in their respective codes of ethics. Every member company pledges to abide by the code's standards and procedures as a condition of admission and continuing membership in DSA.

The DSA speaks to both the consumer and the seller. It ensures that member companies will make no statements or promises that might mislead either consumers or prospective sales people. Pyramid schemes are illegal and companies operating pyramids are not permitted to be members of the DSA.

The DSA codes of ethics are enforced by an independent code administrator who is not connected with any member company. The code administrator will seek to resolve any complaints to the satisfaction of all parties, and has the power to decide on remedies. All member companies have agreed to honor the administrator's decisions.

You are encouraged to make yourself familiar with the U.S. and Canadian DSA codes of ethics by consulting their websites:

U.S. Direct Selling Association: www.dsa.org/ethics/

Canadian Direct Sellers Association: http://dsa.ca/dslc_downloads_cat/code-of-ethics

15. Glossary of Terms

Agreement	The Application and Independent Consultant agreement required to become an Immunotec Independent Consultant.
AutoShip	An optional automatic monthly shipping program for Independent Consultants and Customers.
Company	For Consultants in Canada Immunotec Inc., its subsidiaries and affiliates. For Consultants in the US Immunotec Research Inc., its subsidiaries and affiliates. For Consultants in Mexico Immunotec México, S.A. de C.V., its subsidiaries and affiliates. For Consultants in the Dominican Republic Immunotec República Dominicana S.R.L., its subsidiaries and affiliates. For Consultants in the UK and Ireland Immunotec International Healthcare Products Limited, its subsidiaries and affiliates.
Compensation Plan	The structure of ranks, points and bonuses under which an Immunotec Independent Consultant operates and is remunerated.
Consultant Identification Number (C.I.N.)	The number allocated to you for purposes of identification and orders.
Country of Operation	Countries where Immunotec and/or its subsidiaries and affiliates are authorized to conduct business and Independent Consultants are authorized to sell Immunotec products and enroll Independent Consultants and Customers.
Cross-Sponsoring	The actual or attempted enrollment of an individual or entity who already has a current Customer or Consultant Agreement on file with Immunotec, or who has had such an agreement within the preceding twelve calendar months, into a different line of sponsorship.
Customer	An individual who purchases products but does not participate in the Immunotec Compensation Plan.
Customer AutoShip Downline	An optional automatic monthly shipping program for Customers. All Independent Consultants and Customers who are below you in your organization.
Qualified Rank	Your level within the Compensation Plan based on sales volume as well as the number of team members you have sponsored and those whom they have sponsored.
Saleable Products	Products are considered saleable if they are unopened and have not passed the expiration date.
Sponsor	The person who introduced you to Immunotec. You are the sponsor of the people you bring into the Immunotec business.
Upline	Either your Sponsor or the person your Sponsor placed you under on their team.

16. Important Contact Information

If you have any questions about the Business Guide, please contact a member of Immunotec's Customer Service team who will be pleased to assist you.

Canada and the U.S.

Telephone: 1-888-917-7779

Fax: 1-877-424-5050 (toll-free)

Fax: 450-424-9993 (local)

Email: info@immunotec.com

Mexico

Telephone: 01-800-110-2020 or 52-55-5255-6900

Fax: 01-800-110-7070

E-mail: infomx@immunotec.com

Dominican Republic

Telephone: 1-800-203-9596

Email : info@immunotec.com

Puerto Rico

Telephone: 1-866-969-7801

Fax: 1-866-966-7802

Email: info@immunotec.com

U.K.

Telephone: 0-808-101-7330

Fax: 0-808-101-7331

Email: info@immunotec.com

Ireland

Telephone: 1-800-947-418

Fax: 1-800-760-178

Email: info@immunotec.com



Immunotec[®]
the science of living better

Published July 2017 © 2017 Immunotec Inc. All rights reserved.