



N E W E A R T H™

## NEW EARTH ASSOCIATE AGREEMENT

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### MY AGREEMENT AS A NEW EARTH INDEPENDENT ASSOCIATE

1. I am applying to be an Independent Associate for New Earth. Upon acceptance of this agreement by New Earth, I shall have the right to sell the products offered by the Company in accordance with the Company's marketing program and Statement of Terms and Conditions. I will be an independent contractor responsible for my own business, and not an employee of New Earth. I will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding at source, or any federal, state, or provincial tax laws. It is my responsibility to pay self-employment, federal, state, or provincial income taxes as required by law.
2. I am of legal age in the geographical location in which I enter this agreement and have provided NewEarth with a valid tax identification number.
3. I understand that the position of Independent Associate herein constitutes neither a franchise nor an exclusive distributorship, and that absolutely no fees have been or will be required for this agreement. This agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between any Independent Associate, sponsor, and/or New Earth.
4. I will build and maintain my own business at no expense to New Earth. I understand and agree that I am responsible for payment of all local, state, provincial, and federal taxes and/or licenses required for my local situation. New Earth has no responsibility to inform me of any such local requirements.
5. I understand that there is no purchase or investment necessary to become an Independent Associate.
6. New Earth reserves the right to accept or reject anyone as an Independent Associate. The Independent Associate Agreement may be canceled at any time and for any reason by the Independent Associate. The Independent Associate must notify the Company in writing of the decision to cancel participation. Upon notification of cancellation or termination, the sponsoring Independent Associate or the Company will repurchase inventory in accordance with its policies as stated in the Company's Statement of Terms and Conditions.
7. The term of New Earth's Independent Associate Agreement is one year. Those who wish to continue their distributorships must qualify annually to renew their agreement. The Company reserves the right to accept or reject your application for renewal. The qualified renewal shall be deemed accepted if it has not been rejected in writing by the Company within 30 days from the last day of the Associate's anniversary month.

8. This agreement shall be governed by the laws of the state of Oregon, and all claims, disputes, and other matters between the parties of this agreement shall be brought exclusively in Klamath County Court in Klamath Falls, Oregon, or in the U.S. District Court for the District of Oregon.

**I have carefully reviewed and agree to adhere to New Earth's Statement of -Terms and Conditions, the Company's Compensation Plan, Website User Agreement and Terms and Conditions of third party vendors used by the Company. I acknowledge that they are incorporated as part of this agreement in their present form and as modified from time to time by New Earth, and that they constitute my entire agreement with New Earth regarding our business relationship. I understand that New Earth maintains the right to revise, delete, or add Terms and Conditions at any time. Changes will become effective upon proper notification of New Earth Independent Associates via Company-sponsored communications.**

Click the button to agree electronically or email (support@newearthsupport.com) or mail (New Earth PO Box 1840 Klamath Falls, OR 97601) your completed form to New Earth.

New Earth PO Box 1840 Klamath Falls, OR 97601

Retain a copy for your records.

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Signature of Applicant

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Date

# ASSOCIATE AGREEMENT TERMS & CONDTIONS

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## 1.0 INTRODUCTION

### 1.1 POLICIES AND COMPENSATION PLAN INCORPORATED INTO THE ASSOCIATE AGREEMENT

Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Income Disclaimer Statement, New Earth Terms and Conditions, the New Earth Privacy Policy, the Compensation Plan, the Associate Agreement, Website User Agreement, and if applicable, the Business Entity Registration Form. It is the responsibility of the enrolling Associate to provide the most current version of these Terms and Conditions (available on the New Earth website) and the Compensation Plan to each applicant to his, her and/or its execution of the Associate Agreement.

### 1.2 PURPOSE OF POLICIES

- A. New Earth, hereinafter the “Company,” is a direct sales company that markets products and services through a network of business owners. To clearly define the relationship that exists between Associates and Company and to explicitly set a standard for acceptable business conduct, Company has established these Terms and Conditions.
- B. Company Associates are required to comply with; (i) all of the Terms and Conditions set forth in the Associate Agreement, which Company may amend from time to time in its sole discretion; (ii) all federal, state and/or local laws governing his, her and/or its Company business; and (iii) these Policies and Procedures.
- C. Company Associates must review the information in these Terms and Conditions carefully. Should an Associate have any questions regarding a policy or rule, the Associate is encouraged to seek an answer from the Company Customer Service department and/or their Sponsor or any other upline Associate.

### 1.3 CHANGES, AMENDMENTS, OR MODIFICATIONS

- A. Because federal, state, and local laws, as well as the business environment, periodically change, Company reserves the right to amend the Agreement and the prices in its Company Product/Service Price List in its sole and absolute discretion. Notification of amendments shall appear in Official Company Materials. Amended provisions shall not apply retroactively to conduct that occurred prior to the effective date of the amendment(s), except where indicated, and only in the event that the Associate expressly agrees to the amendment.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY ABOVE, ANY AMENDMENT BY THE COMPANY TO THE DISPUTE RESOLUTION SECTION HEREIN SHALL ONLY TAKE EFFECT UPON AN ASSOCIATE’S EXPRESS AGREEMENT TO SUCH AMENDMENT. AN ASSOCIATE MAY INDICATE THEIR AGREEMENT TO SUCH PROPOSED AMENDMENT BY FOLLOWING THE INSTRUCTIONS ACCOMPANYING THE PROPOSED AMENDMENT THAT WILL APPEAR WHEN LOGGING IN TO THE CORPORATE WEBSITE OR THE ASSOCIATE’S PERSONAL WEBSITE. COMPANY MAY TERMINATE THE ASSOCIATE AGREEMENT OF ANY ASSOCIATE WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION SECTION WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE AMENDMENT. ANY SUCH AMENDMENT SHALL APPLY TO ALL CLAIMS BROUGHT BY COMPANY OR THE ASSOCIATE ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH CLAIM.**

- B. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
  - I.) Posting on the official Company website;
  - II.) Electronic mail (e-mail); or
  - III.) In writing through the Company newsletters or other Company communication channels.

## **1.4 DELAYS**

Company shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire, and/or weather, pandemic, curtailment of a source of supply, 3rd party vendors, financial solvency, or government decrees or orders.

## **1.5 EFFECTIVE DATE**

These Terms and Conditions shall become effective as of April 1, 2024 ("Effective Date") and, at such time, shall automatically supersede any prior Terms and Conditions ("Old Policies and Procedures"), and, on that date, the Old Policies and Procedures shall cease to have any force or effect.

## **2.0 BASIC PRINCIPLES**

### **2.1 BECOMING A NEW EARTH ASSOCIATE**

- A. To become an Associate, an applicant must comply with the following requirements:
  - I.) Be of the age of majority (not a minor) in their state of residence;
  - II.) Reside or have a valid address in the United States or a U.S. territory;
  - III.) Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number, ITIN, etc.), physical address, phone number and email address;
  - IV.) Submit a properly completed and signed Associate Agreement to Company.
  - V.) Not be a Company employee, the spouse of a Company employee or related to an employee of Company and living in the same household as such Company employee;
  - VI.) Submit a completed W-9 form.

### **2.2 NEW ASSOCIATE REGISTRATION BY INTERNET**

- A. A potential new Associate must self-enroll on the Company corporate website. Instead of a physically signed Associate Agreement, Company will accept the electronic Associate Agreement by way of web-enrollment and one's "electronic signature." This electronic signature signifies that the new Associate has accepted the Terms and Conditions of the Associate Agreement. Please note that such electronic signature constitutes a legally binding agreement between you and the Company.
- B. Company reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested, the signed Associate Agreement must be received by Company within seven (7) days of enrollment.

- D. Signed documents, including, but not limited to, the Associate Agreement and the Business Entity Registration form, are legally binding contracts which must not be altered, tampered with, or changed in any manner after they have been signed. False or misleading information, forged signatures, or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the Associate's business.

### **2.3 RIGHTS GRANTED**

- A. Company hereby grants to the Associate a non-exclusive right, based upon the Terms and Conditions contained in the Associate Agreement and these Terms and Conditions, to:
  - I.) Purchase Company products/services;
  - II.) Promote and sell Company products/services; and
  - III.) Sponsor new Associates and Customers in the United States and in countries where Company may become established after the Effective Date of these Terms and Conditions.

### **2.4 RENEWALS AND EXPIRATION OF THE ASSOCIATE AGREEMENT**

- A. The term of New Earth's Independent Associate Agreement is one year.
- B. Those who wish to continue their distributorships do so by accruing \$1000 in first-level new Customer sales in a 12-month period that starts with their anniversary month. The Annual Renewal policy only applies to the distributorship, the Associate may continue to purchase product at standard customer pricing.
- C. The Company reserves the right to accept or reject an Associate's annual renewal. The renewal shall be deemed accepted if it has not been rejected in writing by the Company within 30 days from the last day of the Associate's anniversary month.
- D. If the renewal activity requirement is not met, the Associate account will be changed to a closed status, which will be ineligible to earn commissions or track future referrals.
- E. Any organization the Associate has will remain in place. Any organization roll up to the next eligible upline will be at the company's discretion.
- F. Any former Associate whose account was cancelled for non-renewal may re-join the company again at any time and under the Enroller of their choice. The person would be assigned a new account and would have no connection to their previous sales or organization.

### **2.5 BUSINESS ENTITIES**

- A. A corporation, partnership, LLC, or trust (collectively referred to as a "Business Entity") may apply to be a Company Associate by way of the Business Entity Registration Form. This Associate business and position will remain temporary until the proper documents are submitted. The Business Entity Registration Form stipulates the specific documents necessary for submission, including but not limited to: Certificate of Incorporation, Articles of Organization, Associate Agreement or appropriate Trust documents. Company must receive these documents within seven (7) days from the date the Associate Agreement was signed. No commissions, bonuses, or incentives will be paid until complete documentation has been received.
- B. A Company Associate may change their status under the same Enroller from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.
- C. Changes to a Business Entity. Each Associate must immediately notify the Company of any changes to the type of business entity they utilize in operating their Company business, and the addition or removal of business associates. A Company business may change its status under the same Enroller from an individual to a partnership, corporation, or trust, or from one type of entity to another. The Associate Agreement form must be signed by all of the shareholders, partners, or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to the Company.

- D. One New Earth Business Per Associate. An Associate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Company business. No individual may have, operate or receive compensation from more than one Company business. Individuals of the same family unit may each enter into or have an interest in their own separate Company businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.

## **2.6 INDEPENDENT BUSINESS RELATIONSHIP; INDEMNIFICATION FOR ACTIONS**

- A. The Company Associate is an independent contractor, and not a purchaser of a franchise or sales opportunity. Therefore, each Associate's success depends on their independent efforts.
- B. The Agreement between Company and its Associates does not create an employer/employee relationship, agency, partnership, or joint venture between Company and the Associate.
- C. A Company Associate shall not be treated as an employee of Company for any purposes, including, without limitation, for federal or state tax purposes. All Associates are responsible for paying local, state, and federal taxes due from all compensation earned as an Associate of Company. Any other compensation received by Associates from Company will be governed by applicable U.S. tax laws (or the tax laws of any other applicable jurisdiction). The Associate has no express or implied authority to bind Company to any obligation or to make any commitments by or on behalf of Company. Each Associate, whether acting as management of a Business Entity or represented as an individual, shall establish his or her own goals, hours, and methods of operation and sale, so long as he or she complies with the Terms of the Associate Agreement, these Terms and Conditions and applicable federal, state and provincial laws.
- D. The Company Associate is fully responsible for all of his or her verbal and written communications made regarding Company products, services, and the Compensation Plan that are not expressly contained within official Company materials. Associates shall indemnify and hold harmless Company, its directors, officers, employees, product suppliers and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees, and court costs incurred by Company as a result of the Associate's unauthorized representations or actions. This Provision shall survive the termination of the Company Associate Agreement.
- E. Associates may not answer the telephone by saying "New Earth," "New Earth Life Sciences" or by any other manner that would lead the caller to believe that they have reached the Company's corporate offices. An Associate may only represent that they are a Company Associate. Therefore, all correspondence and business cards relating to or in connection with an Associate's Company business shall contain the Associate's name followed by the term "Independent Associate."

## **2.7 ERRORS OR QUESTIONS**

If an Associate has questions about, or believes any errors have been made regarding orders, or charges, the Associate must notify Company in writing, email, or phone within three (3) days of the date of the error or incident in question. Any such errors, omissions or problems not reported within three (3) days shall be deemed expressly waived by the Associate.

If an Associate has questions about, or believes any errors have been made regarding commissions, bonuses, or business reports, the Associate must notify Company in writing, email, or phone within thirty (30) days of the date of the commission payment. Any such errors, omissions or problems not reported within thirty (30) days shall be deemed expressly waived by the Associate. Upon receipt of a concern, the information will be reviewed and a decision made. The decision is final and subject to no further review.

## **2.8 GOVERNMENTAL APPROVAL OR ENDORSEMENT**

Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Associates shall not represent or imply that the Company or its Compensation Plan have been "approved," "endorsed," or otherwise sanctioned by any government agency.

## 3.0 NEW EARTH ASSOCIATE RESPONSIBILITIES

### 3.1 CORRECT ADDRESSES

- A. It is the responsibility of a Customer/Associate to make sure Company has the correct shipping address before any orders are shipped.
- B. A Customer/Associate will need to allow up to thirty (30) days for processing after the notice of address change has been received by Company.
- C. A Customer/Associate may be assessed a return shipping fee, which will be deducted from a refund or applied to a replacement order, for returned shipments due to an incorrect shipping address.

### 3.2 TRAINING AND LEADERSHIP

- A. Any Company Associate who enrolls another Associate into Company must perform bona fide supervisory, distributing, selling function in the sale or delivery of product to the ultimate consumer, authentic assistance, and training function to ensure their network is properly operating his or her Company business. Enrolling Associates should have ongoing contact and communication with the Associates in their organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voicemail, e-mail, personal meetings, accompaniment of network Associates to Company meetings, training sessions, and any other related functions. A Company Associate should be able to provide evidence to the Company semiannually of ongoing fulfillment of enroller responsibilities.
- B. A sponsoring Company Associate should monitor the Associates in their network to ensure that Associates do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, such Associate should be able to provide documented evidence to Company of their ongoing fulfillment of the responsibilities of a Sponsor.
- C. Upline Associates are encouraged to motivate and train new Associates about Company's products and services, effective sales techniques, the Company Compensation Plan, and compliance with Company Terms and Conditions.
- D. Marketing product is a required activity in Company and must be emphasized in all recruiting presentations. In fact, the Company emphasizes and encourages all of its Associates to sell Company's products and services to Customers.
- E. To promote both the products and the opportunity Company offers, Associates must use the sales aids and support materials produced by Company. If Company Associates develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding Associates' good intentions, they may unintentionally violate any number of statutes or regulations affecting the Company business. These violations, although they may be relatively few in number, could jeopardize the Company opportunity for all Associates. Accordingly, Associates must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the Associate receives specific written approval to use the material, the request shall be deemed denied. All Associates shall safeguard and promote the good reputation of Company and its products and services. The marketing and promotion of Company, the Company opportunity, the Compensation Plan, and Company products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

### 3.3 CONSTRUCTIVE CRITICISM; ETHICS

- A. Company desires to provide its independent Associates with the best products and services and Compensation Plan in the industry. Accordingly, Company values constructive criticism and encourages the submission of written comments addressed to Company Compliance Department.
- B. Negative and disparaging comments about Company, its products/services, or Compensation Plan, by Associates made to Company, in the field or at Company meetings or events, or disruptive behavior at

Company meetings or events, serve no purpose other than to dampen the enthusiasm of other Company Associates. Company Associates must not belittle Company, other Company Associates, Company products or services, the Compensation Plan, or Company directors, officers, or employees, product suppliers, or agents. Such conduct represents a material breach of these Terms and Conditions and may be subject to sanctions as deemed appropriate by Company.

- C. Company is committed to providing Associates with a sales environment free from harassment, intimidation, and abuse from other Associates, employees, vendors, and any other individuals in the workplace. At Company, harassment of any kind will not be tolerated and is strictly prohibited, such as: derogatory or threatening comments, inappropriate sexual behavior including but not limited to unwelcome sexual advances or requests for sexual favors, displaying visual images of a sexual nature, physical or verbal harassment, or violent behavior. Associates are encouraged to report any type of harassment incidents immediately. Company will not tolerate acts or threats of violence and will investigate all reports.
- D. New Earth endorses the following Code of Ethics:
  - I.) A Company Associate must show fairness, tolerance, and respect to all people associated with Company, regardless of race, gender, social class, or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.
  - II.) An Associate shall strive to resolve business issues, including situations with upline and downline Associates, by emphasizing tact, sensitivity, good will, and taking care not to create additional problems.
  - III.) Company Associates must be honest, responsible, professional, and conduct themselves with integrity.
  - IV.) Company Associates shall not make disparaging statements about Company, other Associates, Company employees, product suppliers, or agents, products, services, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead, or coerce others.
  - V.) Company Associates shall always present accurate information like proper disclaimers and access to the Income Disclosure Statement when encouraging prospects to join the Company business. Moreover, as an Associate you agree to never intimidate nor engage in unlawful recruiting practices, including any suggestion that excessive inventory purchases are necessary to participate in Company.
- E. Company may take appropriate action against an Associate if it determines, in its sole discretion, that an Associate’s conduct is detrimental, disruptive, or injurious to Company or to other Associates.

### **3.4 NON-DISPARAGEMENT**

Associates must not disparage, demean, or make negative remarks about the Company, other Company Associates, Company’s products or services, the Compensation Plan, or Company’s owners, board members, directors, officers, employees, or the like. Such conduct represents a material breach of these Policies and may result in Company sanctioning or otherwise disciplining the Associate in accordance with these Policies as deemed appropriate by the Company at its sole discretion.

### **3.5 REPORTING POLICY VIOLATION**

- A. An Associate who observes a policy violation by another Associate should submit a written and signed letter (e-mail will not be accepted) of the violation directly to the Company Corporate office. The letter shall set forth the details of the incident as follows:
  - I.) The nature of the violation and specific facts to support the allegations;
  - II.) Dates and number of occurrences;



- III.) The person/people involved; and
  - IV.) Supporting documentation.
- B. Once the matter has been presented to Company, the Company Review Board will research the alleged matter thoroughly and decide what (if any) action should be taken.
  - C. This Section refers to the general reporting of policy violations as observed by other Associates for the mutual effort to support, protect, and defend the integrity of the Company business and sales opportunity. If an Associate has a grievance or complaint against another Associate which directly relates to their Company business, the steps set forth in these Terms and Conditions must be followed.

### **3.6 SPONSORSHIP**

- A. The Enroller is the person who introduces a Customer/Associate to Company, helps them complete their enrollment, and supports and trains those in their network. An Associate shares their Associate Referral Link with potential customers/associates, when someone clicks the associate's link and completes an order, the person is considered personally enrolled by the Associate whose link they clicked to order.
- B. Company recognizes the Enroller as the name(s) shown in the following ways:
  - I.) attached to the Associate Referral Link used when the customer/associate ordered. If a person clicks on one associate's referral link and then later they click on a different associate's referral link, the most recent link is the one that will be applied. Electronically signed Associate Agreement from either the corporate website or an Associate's replicated website.
  - II.) is the Associate linked to a coupon code used to place an order; a coupon code will override an associate link connection only for the order on which the coupon code was used.
  - III.) a physically signed Company Associate Agreement on file; or
  - IV.) electronically signed Associate Agreement from either the corporate website or an Associate's referral link to the Corporate website.
- C. An Associate Agreement that contains notations such as "by phone" or the signatures of other individuals (i.e., Enrollers, spouses, relatives, or friends) is not valid and will not be accepted by Company.
- D. Company recognizes that each new prospect has the right to ultimately choose their own Enroller and the Company will not allow Associates to engage in unethical sponsoring activities.
- E. All active Associates in good standing have the right to enroll others into Company. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Associate will approach the same prospect. Since all Associates may enroll under the Enroller of their choice, the Enroller selected at the time of enrollment is determined by the enrollee and is considered final.
- F. A Protected Prospect is a guest of any Company Customer/Associate who attended a Company event or conference call. For 48 hours following the event, a Protected Prospect cannot be solicited or sponsored by any other Company Associate who attended the same event. A Company event can be defined as the following:
  - I.) Any Company training session;
  - II.) Conference call;
  - III.) Fly-in meeting; or
  - IV.) Presentation, including but not limited to a Company at home presentation, whether sponsored by Company, an Associate, a Customer, or an agent or agency designated by Company.

- G. Prospects are tracked online through a cookie used to track people who have clicked on an associate's link, so prospects need to be using cookies for the Company to track them. If a person doesn't allow cookies or clears their cookies then the Company can't track them so can't pay earnings on that person's activity. Cookies day is said on the Associate registration form. The tracking day will start from the time a customer clicks on the affiliate's link or use the coupon. Within the cookie time, every order made by this customer at Company website will automatically result in commissions to the associate. (There's no need for the customer to click on the affiliate link then).

### **3.7 CROSS SPONSORING PROHIBITION**

- A. "Cross sponsoring" is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Associate Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by Company, sanctions up to and including termination of an Associate's business may be imposed.
- B. The use of a spouse's or relative's name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this policy is not permitted.
- C. This policy does not prohibit the transfer of a Company business in accordance with Company Sale or Transfer Policy set forth in these Terms and Conditions.

### **3.8 ADHERENCE TO THE NEW EARTH COMPENSATION PLAN**

- A. An Associate must adhere to the terms of the Company Compensation Plan as set forth in these Terms and Conditions as well as in official Company literature. Deviation from the Compensation Plan is prohibited.
- B. An Associate shall not offer the Company opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Company literature.
- C. An Associate shall not require or encourage a current or prospective Customer or Associate to participate in Company in any manner that varies from the Compensation Plan as set forth in official Company literature.
- D. An Associate shall not require or encourage a current or prospective Customer or Associate to make a purchase from or payment to any individual or other entity as a condition to participating in the Company Compensation Plan, other than such purchases or payments required to naturally build their business.

### **3.9 ADHERENCE TO LAWS, REGULATIONS, AND ORDINANCES**

Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Associates because of the nature of the business. However, Associates must check their local laws and obey the laws that do apply to them. A Company Associate shall comply with all federal, state, and local laws and regulations in their conduct of their Company business.

### **3.10 COMPLIANCE WITH APPLICABLE INCOME TAX LAWS**

- A. Company will automatically provide complete and required tax forms as required by the Internal Revenue Service to each US Associate whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of Company products for resale, or who received trips, prizes or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Associate, and a minimum charge of \$20 may be assessed by Company. Company Associates are responsible for the payment of taxes on these trips, prizes, or awards provided to them by Company.
- B. An Associate accepts sole responsibility for and agrees to pay all federal, state, and local taxes on any income generated as an independent Associate, and further agrees to indemnify Company from any failure to pay such tax amounts when due.
- C. If an Associate's business is tax exempt, the Federal Tax Identification number must be provided to Company in writing.

- D. Company encourages all Associates to consult with a tax advisor for additional information for their business.

### **3.11 ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED PARTIES**

If any member of an Associate's immediate household engages in any activity which, if performed by the Associate, would violate any provision of the Agreement, such activity will be deemed a violation by the Associate and Company may take disciplinary action pursuant to these Terms and Conditions against the Associate. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust, or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Company may take disciplinary action against the Business Entity. Likewise, if an Associate enrolls in Company as a Business Entity, each affiliated party of the Business Entity shall be personally and individually bound to, and must comply with, the Terms and Conditions of the Agreement.

### **3.12 SOLICITATION FOR OTHER COMPANIES; OTHER BUSINESS RESTRICTIONS**

- A. A Company Associate may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities (collectively, "Network Marketing"). However, during the Term of this Agreement and for one (1) year thereafter, a Company Associate may not recruit any Company Associate or Customer for any other Network Marketing business, unless that Associate or Customer was personally sponsored by such Associate.
- B. The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Associate or Customer to enroll or participate in any Network Marketing opportunity. This conduct represents recruiting even if the Associate's actions are in response to an inquiry made by another Associate or Customer. If any lawsuit, arbitration, or mediation is brought against an Associate alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, the Company will not pay any of Associate's defense costs or legal fees, nor will the Company indemnify the Associate for any judgment, award, or settlement.
- C. A Company Associate may not offer any non-Company opportunity, products or services at any Company related meeting, seminar, or convention, or immediately following a Company event.
- D. During the term of this Agreement, in order to avoid legal liability related to promotion of sales aids, you as an Associate may not sell training materials or sales aids including published books, eBooks, videos, or other general miscellaneous training aids to your Network or other Associates.
- E. A violation of any of the provisions in this Section shall constitute unreasonable and unwarranted contractual interference between Company and its Associates and would inflict irreparable harm on Company. In such event, Company may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Associate or such Associate's business including termination, or seek immediate injunctive relief without the necessity of posting a bond.

### **3.13 PRESENTATION OF THE NEW EARTH SALES OPPORTUNITY**

- A. In presenting the Company opportunity to potential Customers and Associates, an Associate is required to comply with the following provisions:
  - I.) An Associate shall not misquote or omit any significant material fact about the Compensation Plan.
  - II.) An Associate shall make it clear that the Compensation Plan is based upon sales of Company products and services to customers.
  - III.) An Associate shall make it clear that success can be achieved only through substantial independent efforts and must refrain from misrepresentations that include, but are not limited to:
    - a.) It's a turnkey system;
    - b.) The system will do the work for you;

- c.) Just get in and your downline will build through spillover;
- d.) The Company does all the work for you; and
- e.) All you have to do is buy Company products/services every month.

The above are just examples of improper representations about the Compensation Plan. It is important that you do not make these, or any other representations, that could lead a prospect to believe that they can be successful as an Associate without commitment, effort, and sales skill. The Company reserves the right to determine what it considers an inappropriate income or Compensation Plan claim and discipline the offender accordingly.

- IV.) A Company Associate shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the Company opportunity or Compensation Plan to prospective Associates or Customers.
- V.) An Associate may not make any claims regarding products or services of any products or services offered by Company, except those contained in official Company literature.
- VI.) An Associate may not use official Company material to promote the Company sales opportunity in any country where Company has not established a "presence."
- VII.) In an effort to conduct best business practices, Company has developed the Income Disclosure Statement ("IDS"). The Company IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Company Associates earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Associates.

A copy of the IDS must be presented to a prospective Associate anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms "income claim" and/or "earnings representation" (collectively "Income Claim") includes, but is not limited to, the following: (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of "statements of non-average earnings" include, "Our number one Associate earned over a million dollars last year" or "Our average Associate makes five thousand per month." An example of a "statement of earnings ranges" is "The monthly income for our Associates is ten thousand dollars on the low end to thirty thousand dollars a month on the high end."

- VIII.) Lifestyle claims (e.g., my Company business allowed me to buy a house, retire from my other job, allow my spouse to quit his or her job, or take a luxury vacation) are also considered to be equivalent to Income Claims.
- B. When an Associate discusses his or her earnings with Company, the Company explicitly requires any testimonial, social media post, presentation, etc. to include the following, "This is my unique story, as actual earnings can vary significantly as no income is guaranteed. But for typical earnings averages please click here," with the "here" representing a link to the Company IDS.

### **3.14 COMPENSATION PLAN GOVERNS SALES REQUIREMENTS**

- A. Company Associates may purchase Company products and then re-sell them at any price they choose unless otherwise specified by Company or by any/its product suppliers on a per product basis. Company will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a Company business.
- B. The Company program is built on sales to the ultimate consumer. Company encourages its Associates to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or

will be resold to others for their ultimate consumption. Associates must never attempt to influence any other Associate to buy more products than they can reasonably use or sell to retail Customers in a month.

- C. ***Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited.*** Company retains the right to limit the number of purchases you may make if, in Company's sole judgment, Company believes those purchases are being made solely for qualification purposes instead of for consumption or resale.

## 4.0 ORDERING

### 4.1 GENERAL ORDER POLICIES

- A. "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes, but is not limited to, the following: (i) the enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or Business Entities; (ii) the fraudulent enrollment of an individual or entity as Customer/Associate; (iii) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Customers/Associates (known as "phantoms"); (iv) purchasing Company products or services on behalf of another Customer/Associate, or under another Customer's/Associate's account, to qualify for commissions or bonuses; (v) purchasing excessive amounts of products or services that cannot reasonably be used or resold in a month; and/or (vi) any other mechanism or artifice to qualify for incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.
- B. Regarding an order with an invalid or incorrect payment, Company will attempt to contact the Associate by phone, mail, or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after four (4) calendar days, the order will be canceled.
- C. An Associate may not move or place orders under another person's account.
- D. Prices are subject to change without notice.
- E. A Customer/Associate who is a recipient of a damaged or incorrect order must notify Company within three (3) calendar days from receipt of the order and follow the procedures as set forth in the Company policies.

### 4.2 INSUFFICIENT FUNDS

- A. All checks returned for insufficient funds will be re-submitted for payment. A \$35 fee will be charged to the account of the Customer/Associate for all returned checks and insufficient funds.
- B. Any outstanding balance owed to Company by the personal Customer/Associate of an Upline Associate from NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld from the Associate's future commission earnings, or in the case of Customers or Associates with no earnings, must be paid before another order will be accepted.
- C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Associate, constitute grounds for disciplinary sanctions.

### 4.3 SALES TAX OBLIGATION

- A. The Associate shall comply with all state and local taxes and regulations governing the sale of Company products and services.
- B. Company will collect and remit sales tax on Associate orders unless an Associate furnishes Company with the appropriate Resale Tax Certificate form. When orders are placed with Company, sales tax is prepaid based upon the price paid. Company will remit the sales tax to the appropriate state, provincial and local jurisdictions. Company Associates are responsible for any additional sales taxes due on products/services marked up and sold at a higher price.

- C. Company encourages each Associate to consult with a tax advisor for additional information for their business.

## 5.0 PAYMENT OF COMMISSIONS & BONUSES

### 5.1 BONUS AND COMMISSION QUALIFICATIONS

- A. An Associate must be active and in compliance with Company Terms and Conditions to qualify for bonuses and commissions. So long as an Associate complies with the terms of the Agreement, Company shall pay commissions to such Associate in accordance with the Compensation Plan.
- B. Company will not issue a payment to an Associate without the receipt of a completed and signed Company Associate Agreement. If the Company does not receive the Independent Associate Agreement within ninety days from the date of a commission or incentive pay date, the funds shall be deemed unearned and remain the property of the Company.
- C. Company reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$20.00. If said commissions are paid and there is a subsequent return of product, the earnings paid will be deducted from future earnings. If an Independent Associate does not renew his/her account on a yearly basis or has a voluntary or involuntary termination, any accumulated credits shall be deemed credits ineligible for redemption and shall remain the property of the Company.
- D. Commissions are paid via electronic funds transfer through Company approved payment vendors such as PayPal. Associates must set up their payment information before any commission payment will be made. The Company reserves the right to use alternate payment methods (check, store credits, etc.) as exceptions to the standard electronic payment options.

### 5.2 SALES PERFORMANCE CHECK MAINTENANCE

Associates who were on the Sales Performance Check Maintenance program in the first quarter of 2024 will be grandfathered into the ongoing program. If a New Earth Associate has been with the company or any affiliated company and has a quarterly average Downline Volume of 50,000 or more, and is not within the grace period,\* the maintenance conditions outlined in the New Earth Sales Performance Check Maintenance Policy must be met in order to qualify for commissions. Failure to do so may result in a reduction of commission payments, removal of commission payments, exclusion from quarterly bonuses, and/or termination of the account.\*Grace Period: Understandably, the company has high expectations of its seasoned leaders. For this reason, it has established a significant grace period for compliance. All Associates will have a grace period of 20 years tenure, based on enrollment date, prior to enforcement of compliance with the requirements of the Organizational Sales Performance Maintenance Policy. After the grace period, an Associate must be in compliance to qualify for commissions identified here. An additional Grace Period of 3 calendar quarters may be granted to Associates that newly advance to meet the criteria for the Organizational Sales Performance Maintenance Policy namely: Downline Volume of 50,000 or more, are not within the 20 years tenure based on enrollment date.

### 5.3 COMPUTATION OF COMMISSIONS AND DISCREPANCIES

- A. In order to qualify to receive commissions, an Associate must be in good standing and comply with the Terms of the Agreement and these Terms and Conditions. Commissions and bonus levels are calculated each month.
- B. Payments will only be sent for transactions that have been successfully completed. The use of the Associate Program is subject to a fair use policy which gives Company the right to review each and every referral order. Transactions that result in chargebacks or refunds will not be paid out.

- C. A Company Associate must review his or her earning statement and commission reports promptly and report any discrepancies within thirty (30) days of receipt. After this 30-day "grace period," no additional requests will be considered for commission recalculations. All decisions are final and not subject to further dispute.
- D. For additional information on payment of commissions, please review the Compensation Plan.

#### 5.4 BONUS AND COMMISSION ADJUSTMENT FOR RETURNS

- A. An Associate receives commissions based on the actual sales of products and services to end consumers by way of product and service purchases. When a product or service is returned to Company for a refund from the end consumer, the commissions attributable to the returned product or service will be deducted from the Associate who received commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.
- B. In the event that an Associate terminates their business, and the amounts of the commissions attributable to the returned products or services have not yet been fully recovered by Company, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Company to the terminated Associate.

### 6.0 SATISFACTION GUARANTEED AND RETURN OF SALES AIDS

#### 6.1 CUSTOMER AND ASSOCIATE RETURN POLICIES

**Customer Return Policy** - Company offers a one hundred percent (100%) sixty-day (60) money back guarantee for all Customers and Associates. If a Customer purchased a product or service and is not satisfied with the product or service, the Customer may request a refund from either the Company or the Associate who sold the product or service to the Customer. Refer to the Terms and Conditions for Returns page on the Company website.

When a refund is requested the bonuses and commissions attributable to the refunded service will be deducted from said Associate who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.

#### 6.2 ASSOCIATE PHYSICAL PRODUCT AND SALES AIDS RETURNS

If the Associate is not 100% satisfied with being an Associate of the Company, they may return the items for a refund if all the following conditions are met: (i) the associate nor the company has terminated the Agreement prior to the return; (ii) the products were purchased within twelve (12) months; and (iii) the products remain in resaleable condition as defined in Section 15. Support material is refundable for a 12-month period from the Associate's date of purchase, unless such materials are sold as seasonal, discontinued, or special promotion products. Any such "unmarketable" items received by New Earth will not be returned to sender. Upon the company's receipt of these materials and inventory, the company will issue a refund and terminate the Associate's account with New Earth. The refund shall be ninety percent (90%) of the purchase price and the Associate Agreement will be terminated. Shipping and handling charges incurred will not be refunded.

Upon cancellation of the Agreement, the Associate may return all generic sales aids purchased within one (1) year from the date of cancellation for a refund if they are unable to sell or use the merchandise. An Associate may only return sales aids they personally purchased from the Company under their own Associate account, and which are in Resalable Condition. Any custom orders of printed sales aids (i.e., business cards, brochures, etc.) whereon the Associate's contact information is imbedded or hard printed, or has been added by the Associate, are not able to be returned in resaleable condition thus are nonrefundable. Upon Company's receipt of the products and sales aids, the Associate will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same credit card account. The Company shall deduct from the

reimbursement paid to the Associate any commissions, bonuses, rebates, or other incentives received by the Associate which were associated with the merchandise that is returned.

An Associate's return of \$500 or more worth of products accompanied by a request for a refund within a single calendar year may constitute grounds for involuntary termination.

### **6.3 REFUND OF FEES**

For both Customers and Associates alike, the Company offers a 30-day satisfaction guarantee on all initial fees paid to the Company. All subsequent fees are nonrefundable.

The Company reserves the right to accept or reject an Associate's application for renewal. The renewal shall be deemed accepted if it has not been rejected in writing by the Company within 30 days of receipt of the renewal fee.

## **7.0 PRIVACY POLICY**

### **7.1 INTRODUCTION**

This policy is to ensure that all Customers/Associates understand and adhere to the basic principles of confidentiality. For more information on the Company's privacy practices and procedures, please refer to the Company Privacy Policy found on the corporate website.

Each Associate is responsible for keeping their Associate Information up to date and accurate and must immediately update any changes in her or his back office. It is particularly important that an Associate provides Company with their current email address, since email is one of the primary ways that Company and an Associate's Upline will communicate with the Associate. By agreeing to these Terms and Conditions, the Associate consents to Company Privacy Policy and to receiving emails from Company as well as from their Upline. Each Associate may modify her or his Associate Information (e.g., update an address, phone number or email address). Associate agrees that Company may share with Associate's Upline their name, telephone number, address, email address and select sales performance data for all Associates in their Network. No Social Security Number nor credit card number shall be shared with an Associate's Upline without separate express permission by Associate to allow such personal information sharing. By providing their email address and telephone number, Associate agrees to disclose their email address and telephone number to Company as well as to their Upline. Associate further acknowledges that information provided to Company by Associate will be shared with and processed by Company corporate offices.

### **7.2 EXPECTATION OF PRIVACY**

Company recognizes and respects the importance its Customers/Associates place on the privacy of their financial and personal information. Company will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of, its Customers'/Associates' financial and account information and non-public personal information.

### **7.3 EMPLOYEE ACCESS TO INFORMATION**

Company limits the number of employees who have access to Customer's/Associate's nonpublic personal information.

### **7.4 RESTRICTIONS ON THE DISCLOSURE OF ACCOUNT INFORMATION**

Company will not share non-public personal information or financial information about current or former Customers/Associates with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers'/Associates' interests or to enforce its rights or obligations under these Terms and Conditions, the Associate's Agreement, or with express written permission from the accountholder on file.

### **7.5 SECURITY AND SECURITY BREACHES**

All Associates must adopt, implement and maintain appropriate administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security of confidential information, including Customer &



Associate Data. These safeguards must be appropriate to the sensitivity of the information. Appropriate safeguards for electronic and paper records may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; and (iii) password-protecting computer files and securely shredding paper files containing confidential information. Associates must keep confidential information secure from all persons who do not have legitimate business needs to see or use such information. Associates must ensure he or she obtains and maintains consent from prospective Customers/Associates and existing Customers/Associates before sharing such data with the Company.

Associates must comply with all applicable privacy and data security laws, including any security breach notification laws. Without limitation of the preceding sentence, in the event of an actual or suspected Security Breach affecting Company's data, the applicable Associates shall first promptly notify the Company Compliance Department in writing after becoming aware of such Security Breach, and if instructed by the Compliance Department, notify applicable Customers/Associates. Any such notification to Customers/Associates shall be made in compliance with the applicable law and shall specify the following: (i) the extent to which Customer/Associate Data was or was suspected to be disclosed or compromised; (ii) the circumstances of the Security Breach; (iii) the date or period of time on which it occurred; (iv) a description of the information affected; (v) a description of the steps taken to reduce the risk of harm from the Security Breach; (vi) contact information for a person able to answer questions regarding the Security Breach; (vii) any other information required by the applicable law; and (viii) in the case of a notice to a privacy commissioner or other regulatory body, an assessment of the risk of harm to any affected persons and an estimate of the number of persons affected. Associates shall promptly comply with all applicable information Security Breach disclosure laws. Associates, at their expense, shall cooperate with Company, any applicable privacy commissioner or other regulatory body and the applicable Customers/Associates and use their best efforts to mitigate any potential damage caused by a breach of their obligations under the Associate Agreement or any law applicable to confidential data, including by sending notice to the affected individuals, applicable agencies and consumer reporting agencies, if such notification is required by the Company in its sole and absolute discretion.

## **7.6 PRIVACY AND CONFIDENTIALITY**

All Associates are required to abide by the Company's Privacy Policy with regard to Associate and Customer information.

## **7.7 THE DATA MANAGEMENT RULE**

The Data Management Rule (the "Rule") is intended to protect the line of sponsorship for the benefit of all Associates, as well as the Company. Line of sponsorship information is information compiled by the Company that discloses or relates to all or part of the specific arrangement of sponsorship within the Company business, including, without limitation, Associate lists, sponsorship trees, and all Associate information generated therefrom, in its present and future forms. The Company line of sponsorship constitutes a commercially advantageous, unique, and proprietary trade secret ("Proprietary Information"), which it keeps proprietary and confidential and treats as a trade secret. Company is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by the Company and its Associates. Through this Rule, Associates are granted a personal, non-exclusive, non-transferable, and revocable right by the Company to use Proprietary Information only as necessary to facilitate their business as contemplated under these Terms and Conditions. The Company reserves the right to deny or revoke this right, upon reasonable notice to the Associate stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of the Company, such is necessary to protect the confidentiality or value of Proprietary Information. All Associates shall maintain Proprietary Information in strictest confidence and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality thereof.

## **8.0 PROPRIETARY INFORMATION AND TRADE SECRETS**

### **8.1 BUSINESS REPORTS, LISTS, AND PROPRIETARY INFORMATION**

By completing and signing the Company Associate Agreement, the Associate acknowledges that Business Reports, lists of Customer and Associate names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by Company pertaining to the business of Company

(collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Company.

## **8.2 OBLIGATION OF CONFIDENTIALITY**

- A. During the Term of the Company Associate Agreement and for a period of two (2) years after the termination or expiration of the Associate Agreement between the Associate and Company, the Associate shall not:
  - I.) Use the information in the Reports to compete with Company or for any purpose other than promoting their company business;
  - II.) Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.

## **8.3 BREACH AND REMEDIES**

The Associate acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Company and to independent Company businesses. Company and its Associates will be entitled to injunctive relief or to recover damages against any Associate who violates this provision in any action to enforce its rights under this Section. The prevailing party shall be entitled to an award of attorney's fees, court costs and expenses.

## **8.4 RETURN OF MATERIALS**

Upon demand by Company, any current or former Associate will return the original and all copies of all "Reports" to Company together with any Company confidential information in such person's possession.

## **9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF NEW EARTH NAMES AND TRADEMARKS**

### **9.1 LABELING, PACKAGING, AND DISPLAYING PRODUCTS**

- A. A Company Associate may not re-label, re-package, refill, or alter labels of any Company product or service, information, materials, or program(s) in any way. Company products and services must only be sold in their original containers from Company. Such re-labeling or re-packaging violates federal, state, and provincial laws, which may result in criminal or civil penalties or liability.
- B. A Company Associate shall not cause any Company product or service or any Company trade name to be sold or displayed in retail establishments except:
  - I.) Where professional services are the primary source of revenue and the product sales are secondary (e.g. doctor's offices, clinics, health clubs, spas, and beauty salons);
  - II.) Where the retail establishment is owned or managed by the Associate and the store does not exceed one million dollars (\$1,000,000 USD) in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- C. Company will permit Associates to solicit and make Commercial Sales upon prior written approval from Company. For the purpose of these Terms and Conditions, the term "Commercial Sale" means the sale of:
  - I.) Company products that equal or exceed five thousand dollars (\$5,000 USD) in a single order;
  - II.) Products sold to a third party who intends to resell the products to an end consumer.
- D. An Associate may sell Company products and services and display the Company trade name at any appropriate display booth (such as trade shows) only upon prior written approval from Company.

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

## 9.2 USE OF NEW EARTH NAMES AND PROTECTED MATERIALS

- A. A Company Associate must safeguard and promote the good reputation of Company and the products and services it markets. The marketing and promotion of Company, the Company sales opportunity, the Company Compensation Plan, and Company products and services will be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct and practices.
- B. All promotional materials supplied or created by Company must be used in their original form and cannot be changed, amended, or altered except with prior written approval from the Company Compliance Department.
- C. The name of Company, each of its product and service names and other names that have been adopted by Company in connection with its business are proprietary trade names, trademarks, and service marks of Company. As such, these marks are of great value to Company and are supplied to Associates for their use only in an expressly authorized manner.
- D. A Company Associate's use of the name "New Earth" is restricted to protect Company proprietary rights, ensuring that the Company protected names will not be lost or compromised by unauthorized use. Use of the Company name on any item not produced by Company is prohibited except as follows:
  - I.) [Associate's name] Independent New Earth Associate; or
  - II.) [Associate's name] Independent Associate of New Earth products and services.
- E. Further procedures relating to the use of the Company name are as follows:
  - I.) All stationery (i.e., letterhead, envelopes, and business cards) bearing the Company name or logo intended for use by the Associate must be approved in writing by the Company Compliance Department.
  - II.) Company Associates may list "Independent New Earth Associate" or simply "New Earth Associate" in online directories under his or her own name.
  - III.) Company Associates may not use the name New Earth, or any form thereof, in answering their telephone, creating a voice message, or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent New Earth Associate."
- F. Certain photos and graphic images used by Company in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Associates. If an Associate wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- G. A Company Associate shall not appear on or make use of television or radio or make use of any other media to promote or discuss Company or its programs, products, or services without prior written permission from the Company Compliance Department.
- H. An Associate may not produce for sale or distribution any Company event or speech, nor may an Associate reproduce Company audio or video clips for sale or for personal use without prior written permission from the Company Compliance Department.
- I. Company reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Associate.

- J. An Associate shall not promote non-Company products or services in conjunction with Company products or services on the same websites or same advertisement without prior approval from the Company Compliance Department.
- K. Claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by Company may not be made except those contained in official Company literature. In particular, no Associate may make any claim that Company products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Company policies, but they also potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.
  - I.) As an Associate, you should only make product claims as the ones found on Company product labeling, Company advertisements, or Official Company Materials. Per the Dietary Supplement Health and Education Act of 1994 (DSHEA), only Structure/Function, Qualified Health, and Nutrient Content Claims may be made regarding dietary supplements. Therefore, the mentioning of ANY disease in conjunction with any Company dietary supplement is NOT compliant and cannot be tolerated.
  - II.) Personal health testimonials regarding Company products posted on any company-sponsored, as well as personal social media platforms, are considered by the Food and Drug Administration (“FDA”) to be product claims and therefore, subject to DSHEA regulations. Please take care to represent Company products truthfully and accurately. Even though you or someone you know may have a specific experience with a specific disease, and even if a claim is a direct quote, it must adhere to these guidelines in order to be compliant and approved for use. The following disclaimer should be used with EVERY testimonial:

**Individual results can and will vary. My testimonial is not necessarily representative of all those who use Company products. All participants giving testimonials utilized a complete health regimen that incorporates Company products, food supplements, physical activity and or a reasonable diet.**
  - III.) “Before and after” photos claiming results for conditions other than those indicated on the product labeling may not be used for any purpose. Associates may use the “before and after” photos and product stories that Company publishes in support of the Company products. “Before and after” photos and product testimonials may be submitted for suggested publication via the Company Compliance Department.

### 9.3 E-MAIL LIMITATIONS

- A. Except as provided in this Section, an Associate may not use or transmit email, mass email distribution, or “spamming” that advertises or promotes the operation of their Company business. The exceptions are:
  - I.) E-mailing any person who has given prior permission or invitation;
  - II.) E-mailing any person with whom the Associate has established a prior business or personal relationship.
- B. In all states where prohibited by law, an Associate may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer, or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1, or any other signal carrying device, except as set forth in this Section.

- C. All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
- I.) A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;
  - II.) A clear return path or routing information;
  - III.) The use of legal and proper domain name;
  - IV.) A clear and obvious notice of the opportunity to decline to receive further commercial e-mail messages from the sender;
  - V.) Unsubscribe or opt-out instructions should be included in the body of the message in the same size text as the majority of the message;
  - VI.) The true and correct name of the sender, valid senders' e-mail address, and a valid sender physical address;
  - VII.) The date and time of the transmission; and
  - VIII.) Upon notification by recipient of their request not to receive further e-mailed documents, a Company Associate shall not transmit any further documents to that recipient.
- D. All e-mail or computer broadcasted documents subject to this provision shall not include any of the following;
- I.) Use of any third party domain name without permission;
  - II.) Sexually explicit, obscene, or pornographic;
  - III.) Profane, hateful, threatening, defamatory, libelous, harassing or discriminatory in any way, shape or form;
  - IV.) Solicitous of any unlawful behavior;
  - V.) Engages in personal attacks on any individual, group or entity;
  - VI.) Is in violation of any intellectual property rights of the Company or any third party; or
  - VII.) Is not consistent with the standards as set forth in these Terms and Conditions

#### **9.4 INTERNET AND THIRD-PARTY WEBSITE RESTRICTIONS**

- A. An Associate may not use or attempt to register any of Company's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, blogs, or social media (for more information on social media guidelines please refer to Section 9.5 below).
- B. A Company Associate MAY NOT sell Company products, services or offer the sales opportunity using "online auctions," such as eBay®, or on online marketplaces like Etsy, Amazon, Craigslist, Facebook Marketplace, etc.

This rule is required for many reasons, including consumer protection, compliance with laws regarding the Company products/services and to protect Company Associates from losing potential enrollments of Customers/Associates who may be reluctant to engage in the Company sales opportunity because they view the third-party sites as a competitive source of supply.

- C. Associates may only sell Company products/services through their Company replicated website (“Replicated Website”) or the Company corporate website. Associates may not have any other third-party websites (defined as a website that is not Company-approved personal website hosted on non-Company servers and with no affiliation with Company). Please note that a third-party website does not include social networking and social media sites (as further discussed in Section 9.5). Any Associate who wishes to develop their own third-party website must submit a properly completed third-party website application and agreement and receive Company’s prior written approval before going live with such a website. Third-party websites may be used to promote your business and Company’s products and services so long as the third-party website adheres to Company’s advertising policies. Moreover, no orders may be placed through third-party websites and no enrollments may occur through a third-party website. If you wish to use any third-party website, you must do the following:
- a.) Identify yourself as an Associate for Company;
  - b.) Use only the approved images and wording authorized by Company;
  - c.) Adhere to the branding, trademark, and image usage policies described in this document;
  - d.) Adhere to any other provision regarding the use of a third-party website described in this document;
  - e.) Agree to give the Compliance Department at Company access to the third-party website and, if the website is password protected, the Compliance Department must receive passwords or credentials allowing unlimited access; and
  - f.) Agree to modify your website to comply with current or future Company policies.
- D. All marketing materials used on an Associate’s third-party website must be provided by Company or approved in writing by Company.
- E. An Associate may not use third-party sites that contain materials copied from corporate sources (such as Company brochures, CDs, videos, tapes, events, presentations, and corporate websites). This policy ensures brand consistency, allows Customers and Associates to stay up-to-date with changing products, services, and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.
- F. Company products may be displayed with other products or services on an Associate’s third-party website so long as the other products and services are consistent with Company values and are not marketed or sold by a competing network-marketing company.
- G. If the independent Company business of an Associate who has received authorization to create and post a third-party website is voluntarily or involuntarily canceled for any reason or if Company revokes its authorization allowing the Associate to maintain a third-party website, the Associate shall assign the URL to their third-party website to the Company within three (3) days from the date of the cancellation and/or re-direct all traffic to the site as directed by the Company. Company reserves the right to revoke any Associate’s right to use a third-party website at any time if Company believes that such revocation is in the best interest of Company, its Associates, and Customers. Decisions and corrective actions in this area are at Company’s sole discretion.
- H. The Company uses a cookie to track people who have clicked on Associate links, so users need to be using cookies for the Company to track them. If a person doesn’t allow cookies or clears their cookies then the Company can’t track them so can’t pay earnings on that person’s activity.

## **9.5 SOCIAL NETWORKING AND SOCIAL MEDIA**

- A. Associates may join social networking and/or social media sites, online forums, discussion groups, and blogs to leverage the power of the Company brand and to communicate the benefits of the Company products and sales opportunity. Online social pages belonging to an Associate may be used to drive traffic to a Replicated Website or to the Company Corporate Website. Any participation or communication associated with corporate social media channels must be in compliance

- B. Company-dedicated accounts on social media may never be used to promote other business opportunities, other products, or services, etc. An Associate may post suggestions to visit, like, or follow the business page on their personal page. An Associate may also post artwork or other tangential-to-business posts on their personal pages, but no enticements, ads, offers, non-Company product announcements, etc. may be posted on the personal pages.
- C. Social networks and social media sites include, but are not limited to, such sites as Facebook, Instagram, Pinterest, LinkedIn, X (Twitter), etc. Associates may use their own social networking profiles to advertise and promote their Company businesses and the Company products, and direct traffic to their respective Replicated Website or the Company Corporate Website. However, no actual sales of Company products may be processed on social networking profiles or groups and no pricing may be shown on an image or in the text of a post. Banner ads and images used on these sites must be current and must come from the Company approved library.
- D. PROFILES AN ASSOCIATE GENERATES IN ANY SOCIAL COMMUNITY WHERE COMPANY IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE ASSOCIATE AS AN INDEPENDENT ASSOCIATE, and when an Associate participates in those communities, Associate must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Company's sole discretion, and offending Associates will be subject to disciplinary action.
- E. Associates are personally responsible for their postings and all other online activity that relates to Company. Therefore, even if an Associate does not own or operate a blog or social media site, if an Associate makes a post that relates to Company or which can be traced to the Company, the Associate is responsible for the posting. Associates are also responsible for postings which occur on any blog or social media site that the Associate owns, operates, or controls. Company reserves the right to require the removal of non-compliant or infringing posts from any Associate's social media pages and may terminate the Associate Agreement of any Associate who materially or repeatedly breaches this Section. Postings that are false, misleading, or deceptive are strictly prohibited. This includes, but is not limited to, false or deceptive postings relating to the Company, Company income opportunity, Company products, and/or Associate information and credentials. Further, Associates MAY NOT make any posting, or link to any posting or other material, that:
  - I.) Is sexually explicit, obscene, or pornographic;
  - II.) Is profane, hateful, threatening, defamatory, libelous, harassing or discriminatory in any way, shape or form;
  - III.) Is solicitous of any unlawful behavior;
  - IV.) Engages in personal attacks on any individual, group or entity;
  - V.) Is in violation of any intellectual property rights of the Company or any third party; or
  - VI.) Is not consistent with the standards as set forth in these Terms and Conditions.
- F. Anonymous postings or use of an alias on any social network or media site is prohibited, and offending Associates will be subject to disciplinary action.
- G. Associates may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Associates create or leave must be useful, unique, relevant, and specific to the blog's article.
- H. Associates must disclose their full name on all social network and media postings, and conspicuously identify themselves as an independent Associate for Company.
- I. As a Company Associate, it is important to not converse with any person who places a negative post against you, other Associates, or Company. Report negative posts to the Company Compliance Department. Responding to such negative posts often simply fuels a discussion with someone carrying a

grudge that does not hold themselves to the same high standards as Company, and therefore damages the reputation and goodwill of Company.

- J. The distinction between a social networking and/or media site and a third-party website may not be clear-cut. Because some social networking and/or media sites are particularly robust, Company therefore reserves the sole and exclusive right to classify certain sites as third-party websites and require that Associates using, or who wish to use, such sites adhere to the Company's policies relating to third-party websites.
- K. If Associates' Company business is canceled for any reason, Associate must discontinue using the Company name, and all of Company's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all social websites that you utilize. If Associate posts on any social website on which you have previously identified yourself as an independent Company Associate, you must conspicuously disclose that you are no longer an independent Company Associate.
- L. Failure to comply with these Policies for conducting business online may result in the Associate losing their right to advertise and market Company products, services and Company's sales opportunity online in addition to any other disciplinary action available under the Terms and Conditions.
- M. Associates may wish to have "private" and/or "closed" social media groups, specifically Facebook Groups, for their particular Customers or for their particular network. These groups are permitted as long as the groups are conducted and operated in a manner consistent with these Terms and Conditions and all other agreements between Company and Associate. In order to create a particular social media group, the Associate organizing the group must inform Company's Compliance Department at [compliance@newearth.com](mailto:compliance@newearth.com) and invite Compliance personnel ("Compliance") to the individual group so that Company may monitor the contents of the group and ensure that these Terms and Conditions are being appropriately followed. Compliance will not comment on, like, share, or otherwise interact with, a post within any specific group in which Compliance is a member. Compliance will review from time to time and make note of certain interactions or occurrences and notify Company and Associate if any potentially questionable or otherwise violative activity takes place that could warrant disciplinary action under these Terms and Conditions or other agreements between Company and Associate. These monitoring features will also permit Compliance to notify an Associate on the front end of a potential issue as opposed to having to take more extreme measures on the back end.
- N. Associates must verify that individuals being added to private or closed groups are, in fact, Company Customers. Such private or closed groups are limited to only those Associates and Customers within a particular upline or downline as that specific group is for the interaction between members of a team. Upon termination, either voluntary or involuntary, cancellation, dismissal, winding up the business or any other reason for an Associate may no longer be involved with Company, the Associate must notify Compliance immediately of all accounts that would fall under this Section and category, post in the group that you are no longer associated with Company and will be disbanding the specific group, and then subsequently close and delete the group permanently.

## **9.6 ADVERTISING AND PROMOTIONAL MATERIALS**

- A. You may not advertise any Company products or services at a price LESS than the highest company published, established retail price of ONE offering of the Company product or service plus shipping, handling, and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of a free business, free shipping, or other such offers that grant advantages beyond those available through the Company.
- B. Advertising and all forms of communication must adhere to principles of honesty and propriety.
- C. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Company Compliance Department. Further, all requests for approval for advertising must be directed in writing to the Company Compliance Department.



- D. Company approval is not required to place blind ads that do not mention Company, its employees, any of its products, services, designs, symbols, programs, and trademarks, copyrighted, or otherwise protected materials. However, an Associate may not purchase (or encourage or solicit any third party to purchase) any term containing Company, its products, programs, trademarks, copyright and any other protected material as a meta-tag, keyword, paid search term, sponsored advertisement, or sponsored link in markets in which Company conducts business.
- E. Company reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Associate.

## **9.7 TESTIMONIAL PERMISSION**

By signing the Company Associate Agreement, an Associate gives Company permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to, print media, electronic media, audio, and video. In consideration of being allowed to participate in the Company sales opportunity, an Associate waives any right to be compensated for the use of his or her testimonial or image and likeness even though Company may be paid for items or sales materials containing such image and likeness. In some cases, an Associate's testimonial may appear in another Associate's advertising materials. If an Associate does not wish to participate in Company sales and marketing materials, he or she should provide a written notice to the Company Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

## **9.8 TELEMARKETING LIMITATIONS**

- A. A Company Associate must not engage in telemarketing in relation to the operation of the Associate's Company business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Company products or services, or to recruit them for the Company opportunity.
- B. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") each have laws that restrict telemarketing practices. Both federal agencies, as well as a number of States have "do not call" regulations as part of their telemarketing laws.
- C. While an Associate may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Associate to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).
- D. "Cold calls" or "state-to-state calls" made to prospective Customers or Associates that promote either Company products, services or the Company opportunity is considered telemarketing and is prohibited.
- E. Exceptions to Telemarketing Regulations

A Company Associate may place telephone calls to prospective Customers, or Associates under the following limited situations:

- I.) If the Associate has an established business relationship with the prospect;
- II.) In response to the prospect's personal inquiry or application regarding a product or service offered by the Company Associate, within three (3) months immediately before the date of such a call;
- III.) If the Associate receives written and signed permission from the prospect authorizing the Associate to call;
- IV.) If the call is to family members, personal friends, and acquaintances. However, if an Associate makes a habit of collecting business cards from everyone they meet and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption;

- V.) Company Associates engaged in calling “acquaintances,” must make such calls on an occasional basis only and not as a routine practice.
- F. An Associate shall not use automatic telephone dialing systems in the operation of his or her Company businesses.
- G. Failure to abide by Company policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Associate’s business, up to and including termination of the business.
- H. By signing the Associate Agreement, or by accepting commission payments, other payments or awards from Company, an Associate gives permission to Company and other Associates to contact them as permitted under the Federal Do Not Call regulations.
- I. In the event an Associate violates this section, Company reserves the right to institute legal proceedings to obtain monetary or equitable relief.

## **9.9 INTERNATIONAL MARKETING POLICY**

- A. A Company Associate is authorized to sell Company products and services to Customers and Associates only in the countries in which Company is authorized to conduct business, according to the Terms and Conditions of each country. Company Associates may not sell products or services in any country where Company products and services have not received applicable government authorization or approval.
- B. An Associate may not, in any unauthorized country, conduct enrollment or training meetings, enroll or attempt to enroll potential Associates, nor conduct any other activity for the purpose of establishing a sales organization, or promoting the Company sales opportunity.

## **10.0 CHANGES TO AN ASSOCIATE’S BUSINESS**

### **10.1 MODIFICATION OF THE ASSOCIATE AGREEMENT**

A Company Associate may modify personal information on their existing Associate Agreement (i.e., change a social security number to a Federal ID number or change the form of ownership from an individual to a Business Entity owned by the Associate) by submitting a written request, accompanied by a new Associate Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first Agreement), and any appropriate supporting documentation.

### **10.2 CHANGE ENROLLER FOR ASSOCIATES AND CUSTOMERS**

- A. New Earth Independent Associates or Customers may not transfer from one Enroller to another (except in cases where the Company is notified of unethical sponsoring). An Independent Associate may voluntarily resign from the Company entirely, and then re-apply no earlier than six calendar months starting the first of the month following the month the resignation is received. Upon completion of the waiting period, the Independent Associate will re-register at the entry level with no network.
- B. Company retains the right to approve or deny any requests to change Enroller, and to correct any errors related thereto at any time and in whatever manner it deems necessary.

### **10.3 UNETHICAL SPONSORING**

- A. Unethical sponsoring activities include, but are not limited to, enticing, bidding, or engaging in unhealthy competition in trying to acquire a prospect or new Associate from another Associate or influencing another Associate to transfer to a different sponsor.
- B. Allegations of unethical sponsoring must be reported in writing to the Company Compliance Department within the first ninety (90) days of the new Associate’s enrollment. If the reports are substantiated, Company

may transfer the Associate or the Associate's network to another Associate or organization without approval from the current Upline. Company remains the final authority in such cases.

- C. Company prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the Company compensation system and/or the marketing plan in order to trigger commissions. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent consultant positions of all individuals and/or entities found to be directly involved.
- D. Should Associates engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Company products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an Associate alleging that they engaged in inappropriate recruiting activity of another company's sales force or Customers, Company will not pay any of Associate's defense costs or legal fees, nor will Company indemnify the Associate for any judgment, award, or settlement.

#### **10.4 SELL, ASSIGN OR DELEGATE OWNERSHIP**

- A. In order to preserve the integrity of the hierarchical structure, it is necessary for Company to place restrictions on the transfer, assignment, or sale of an Associate's business.
- B. A Company Associate may not sell or assign their rights or delegate their position as an Associate without prior written approval by Company, as approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Company.
- C. The potential buyer or transferee must be in good standing and have been a Company Independent Associate for at least a one-year period prior to the sale or transfer.
- D. The selling Associate must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign a Company business.
- E. Should the sale be approved by Company, the Buyer assumes the position of the Seller and acquires the Seller's Network.
- F. To request corporate authorization for a sale or transfer of a Company business, the following items must be submitted to the Company Review Board:
  - I.) Written documentation properly completed, with the requisite signatures;
  - II.) A copy of the Sales Agreement signed and dated by both Buyer and Seller;
  - III.) A Company Associate Agreement completed and signed by the Buyer;
  - IV.) Any additional supporting documentation requested by Company.
  - V.) The Company reserves the right to approve or deny this sale.
- G. Any debt obligations that either Seller or Buyer may have with Company must be satisfied prior to the approval of the sale or transfer by Company.
- H. A Company Associate who sells their business is not eligible to re-enroll as a Company Associate in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Terms and Conditions.

#### **10.5 SEPARATING A NEW EARTH ACCOUNT**

- A. Company Associates sometimes operate their Company businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership, or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so

as not to adversely affect the interests and income of other businesses up or down the network structure. If the separating parties fail to provide for the best interests of other Associates and the Company in a timely fashion, the Company will involuntarily terminate the Associate Agreement.

- B. Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:
  - I.) One of the parties may, with the written consent of the other(s), operate the Company business whereby the relinquishing spouse, shareholders, partners, members, or trustees authorize Company to deal directly and solely with the other spouse, non-relinquishing shareholder, partner, member or trustee; OR
  - II.) The parties may continue to operate the Company business jointly on a “business as usual” basis, whereupon all compensation paid by Company will be paid in the name designated as the Associates or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Company will pay compensation to the name on record and in such event, the Associate named on the account shall indemnify Company from any claims from the other business owner(s) or the other spouse with respect to such payment. This is the default procedure if the parties do not agree on the format set forth above. The Company will never remove a party to a position from an Associate account without that party’s written permission and signature.
- C. Company recognizes only one organization and will issue only one commission payment per Company business per commission cycle. Under no circumstances will the organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will the Company split commission and bonus payments between divorcing spouses or members of dissolving entities.
- D. If a relinquishing spouse, partner, or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Company business, they may immediately thereafter re-enroll under the Enroller of their choice without waiting six (6) calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six (6) calendar months from the date of the final dissolution before re-enrolling as an Associate. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Associate or active Customer in the former organization, and must develop a new business in the same manner as any other new Company Associate.

## 10.6 SUCCESSION

- A. Upon the death or incapacity of an Associate, the Associate’s business may be passed on to their legal successors in interest (successor). Whenever a Company business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Associate’s sales organization. The successor must:
  - I.) Complete and sign a new Company Associate Agreement;
  - II.) Comply with the terms and conditions of the Associate Agreement; and
- B. Unpaid Bonuses and commissions of a Company business transferred based on this Section will be paid in a single payment to the successor. The successor must provide Company with required information (name, tax id, phone, email, date of birth, physical address) to process bonus and commission payments. Payments will be based on the current performance of the business.
- C. If the business is bequeathed to joint devisees (successors), they must form a business entity and acquire a Federal taxpayer identification number. Company will issue all bonus and commission payments and one completed and required tax form (1099) to the managing business entity only.
- D. Appropriate legal documentation must be submitted to the Company Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Company business, the successor must provide the following to the Company Compliance Department:

- I.) A certified copy of the death certificate; and
  - II.) A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the Company business.
- E. To complete a transfer of the Company business because of incapacity, the successor must provide the following to the Company Compliance Department:
- I.) A notarized copy of an appointment as trustee;
  - II.) A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Company business; and
  - III.) A completed Associate Agreement executed by the trustee.
- F. If the successor is already an existing Associate, Company will allow such Associate to keep their own business plus the inherited business active for up to six (6) months. By the end of the 6-month period, the Associate must have compressed (if applicable), sold or otherwise transferred either the existing business or the inherited business.
- G. If the successor wishes to terminate the Company business, they must submit a notarized statement stating the desire to terminate the business, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.

## **10.7 RESIGNATION/VOLUNTARY TERMINATION**

- A. An Associate may immediately terminate their business by submitting a written notice or email to the Company Compliance Department. The written notice must include the following:
- I.) The Associate's intent to resign and date of resignation;
  - II.) Full name on account, Company identification, email and reason for resigning; and
  - III.) Signature.
- B. A Company Associate may not use resignation as a way to immediately change Enroller/Upline. Instead, the Associate who has voluntarily resigned is not eligible to reapply for a business or have any financial interest in any Company business for six (6) months from the receipt of the written notice of resignation.

## **10.8 INVOLUNTARY TERMINATION**

- A. Company reserves the right to terminate an Associate's business for, but not limited to, the following reasons:
- I.) Violation of any terms and conditions of the Associate Agreement;
  - II.) Violation of any provision in these Terms and Conditions;
  - III.) Violation of any provision in the Compensation Plan;
  - IV.) Violation of any applicable law, ordinance, or regulation regarding the Company business;
  - V.) Engaging in unethical business practices or violating standards of fair dealing; or
  - VI.) Returning over \$500 worth of products, services and/or sales tools for a refund within a twelve (12) month period.
- B. Company will notify the Associate in writing, at their last known home address and/or e-mail address of its intent to terminate the Associate's business and the reasons for termination.

- C. If the Associate wishes to provide documentation to appeal Company's decision, Associate must do so within 10 business days from the date of termination notice. Company shall then make a decision on whether or not to rescind termination.
- D. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Company. The former Associate shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Company products or services. Company will notify the active Upline Sponsor within ten (10) days after termination. The organization of the terminated Associate may "roll up" to the active Upline Sponsor on record at the discretion of the Company.
- E. Company Associate who is involuntarily terminated by Company may not reapply for a business, either under their present name or any other name or entity, without the express written consent of the Company following a review by the Company Review Board. In any event, such Associate may not reapply for a business for twelve (12) months from the date of termination.

## 10.9 EFFECT OF CANCELLATION

- A. Following an Associate's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation") such Associate:
  - I.) Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Associate's former organization or any other payments in association with the Associate's former independent business;
  - II.) Effectively waives any and all claims to property rights or any interest in or to the Associate's former organization; and
  - III.) Shall receive commissions and bonuses only for the last full pay period in which they were active and eligible prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Company.

## 11.0 WARRANTIES AND LIMITATIONS OF LIABILITY

### 11.1 WARRANTY; DISCLAIMER

Company warrants to Associates that the Company products as and when delivered by Company shall be free from material defects. Company's sole obligation to Associates, and Associates' sole and exclusive remedy, for breach of this warranty shall be to return any defective Company products and receive a replacement or refund as described in Section 6. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE COMPANY PRODUCTS, THE SALES PROGRAM, COMPANY MARKETING MATERIALS, COMPANY BUSINESS SUPPLIES, AND ANY OTHER SUBJECT MATTER OF THE ASSOCIATE AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION.

### 11.2 LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL AN ASSOCIATE OR COMPANY (INCLUDING ANY OF ITS RELATED PARTIES (AS DEFINED IN SECTION 14E) BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THE ASSOCIATE AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE COMPANY PRODUCTS, THE PROGRAM, COMPANY MARKETING MATERIALS OR COMPANY BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE ASSOCIATE OR COMPANY (OR ANY

OF ITS RELATED PARTIES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT DO NOT GIVE EFFECT TO LIMITED LIABILITY OR EXCULPATORY CLAUSES, THIS PROVISION IS NOT APPLICABLE. IN JURISDICTIONS THAT ALLOW FOR EXCULPATORY OR LIMITED LIABILITY CLAUSES IN A LIMITED MANNER, THIS PROVISION IS APPLICABLE TO THE FULLEST EXTENT ALLOWED BY THE LAW OF SUCH JURISDICTION.

## 12.0 DISCIPLINARY SANCTIONS

### 12.1 IMPOSITION OF DISCIPLINARY ACTION - PURPOSE

It is the spirit of Company that integrity and fairness should pervade among its Associates, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Company reserves the right to impose disciplinary sanctions at any time, when it has determined that an Associate has violated the Agreement or any of these Terms and Conditions or the Compensation Plan as they may be amended from time to time by Company.

### 12.2 CONSEQUENCES AND REMEDIES OF BREACH

- A. Disciplinary actions may include one or more of the following:
- I.) Monitoring an Associate's conduct over a specified period of time to assure compliance;
  - II.) Issuance of a written warning or requiring the Associate to take immediate corrective action;
  - III.) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Company receives adequate additional assurances from the Associate to ensure future compliance;
  - IV.) Suspension from participation in Company or Associate events, rewards, or recognition;
  - V.) Suspension of the Company Associate Agreement and business for one or more pay periods;
  - VI.) Involuntary termination of the Associate's Agreement and business;
  - VII.) Any other measure which Company deems feasible and appropriate to justly resolve injuries caused by the Associate's Policy violation or contractual breach; OR
  - VIII.) Legal proceedings for monetary or equitable relief.

## 13.0 GRIEVANCES & DISPUTE RESOLUTION

### 13.1 GRIEVANCES

- A. If a Company Associate has a grievance or complaint against another Associate regarding any practice or conduct relating to their respective Company businesses, they are encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Company Compliance Department as outlined below in this Section.
- B. The Company Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Associates involved.
- C. Company will confine its involvement to disputes regarding Company business matters only. Company will not decide issues that involve personality conflicts or unprofessional conduct by or between Associates outside the context of a Company business. These issues go beyond the scope of Company and may not be used to justify an Enroller change or a transfer to another Company organization.

- D. Company does not consider, enforce, or mediate third party agreements between Associates, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:
  - I.) The Associate should submit a written letter of complaint (e-mail will not be accepted) directly to the Company Compliance Department. The letter shall set forth the details of the incident as follows:
    - a.) The nature of the violation;
    - b.) Specific facts to support the allegations;
    - c.) Date(s) and number(s) of occurrences;
    - d.) Persons involved; and
    - e.) Supporting documentation.
  - II.) Upon receipt of the written complaint, Company will conduct an investigation according to the following procedures:
    - a.) The Compliance Department will send an acknowledgment of receipt to the complaining Associate.
    - b.) The Compliance Department will provide a verbal or written notice of the allegation to the Associate under investigation. If a written notice is sent to the Associate, they will have five (5) business days from the date of the notification letter to present all information relating to the incident for review by Company.
    - c.) The Compliance Department will thoroughly investigate the complaint and consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
    - d.) During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during that time. Associate calls, letters, and requests for "progress reports" during the course of the investigation will not be answered or returned.
    - e.) Company will make a final decision and timely notify the Company Associates involved.
- F. Company will make a final decision and timely notify the Company Associates involved.

## **13.2 LIQUIDATED DAMAGES**

In any case which arises from or relates to the wrongful termination of the Contract and/or an Associate's business, Company and the Associate agree that damages will be extremely difficult to ascertain. Therefore, the Company and the Associate stipulate that if the involuntary termination of the Contract and/or loss of Associate's Company business is proven and held to be wrongful under any theory of law, the Associate's sole remedy will be liquidated damages calculated as follows:

- a.) For Associates earning \$10,000 or more per month below, liquidated damages will be in the amount of their gross compensation that they earned pursuant to the Company's Compensation Plan in the eighteen (18) months immediately preceding the termination.
- b.) b.) In any action arising from or relating to the Contract, the Company business, or the relationship between the Company and an Associate, both Parties waive all claims for incidental and/or consequential damages, even if the other Party has been apprised of the likelihood of such damage. The Company and Associate further waive all claims to exemplary and punitive damages.



### 13.3 DISPUTE RESOLUTION

- A. THIS PROVISION CONTAINS AN AGREEMENT THAT AFFECTS HOW CLAIMS AN ASSOCIATE MAY HAVE AGAINST COMPANY, OR CLAIMS COMPANY MAY HAVE AGAINST AN ASSOCIATE, WILL BE RESOLVED. THE PARTIES UNDERSTAND AND AGREE THAT THIS DISPUTE RESOLUTION AGREEMENT OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE ASSOCIATE AGREEMENT AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY OTHER PROVISION OF THE ASSOCIATE AGREEMENT OR THE ASSOCIATE AGREEMENT AS A WHOLE. CONSIDERATION FOR THIS DISPUTE RESOLUTION AGREEMENT INCLUDES, WITHOUT LIMITATION, THE PARTIES' MUTUAL AGREEMENT TO ARBITRATE CLAIMS. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THE UNENFORCEABILITY OF THE ASSOCIATE AGREEMENT IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THIS DISPUTE RESOLUTION AGREEMENT IS UNENFORCEABLE. THE FEDERAL ARBITRATION ACT ("FAA") SHALL GOVERN THIS DISPUTE RESOLUTION AGREEMENT WITHOUT GIVING EFFECT TO ANY STATE LAW TO THE CONTRARY.

Any controversy, claim or dispute of whatever nature arising between Associate, on the one hand, and Company and/or the Related Parties (as defined in Section 14.3E), on the other, including but not limited to those arising out of or relating to the Associate Agreement including these Terms and Conditions or the breach thereof, the sale, purchase or use of the Company products/services, or the commercial, economic or other relationship of Associate and Company and/or the Related Parties (for purposes of this Section, each a "party"), whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law or otherwise ("Dispute"), and any Dispute as to the arbitrability of a matter under this provision, shall be settled through negotiation, mediation or arbitration, as provided herein.

- B. **Mediation.** If a Dispute arises, the Parties shall first attempt in good faith to resolve it promptly by negotiation. Any of the Parties involved in the Dispute may initiate negotiation by providing notice (the "Dispute Notice") to each involved Party setting forth the subject of the Dispute and the relief sought by the Party providing the Dispute Notice and designating a representative who has full authority to negotiate and settle the Dispute. Within ten (10) Business Days after the Dispute Notice is provided, each recipient shall respond to all other known recipients of the Dispute Notice with notice of the recipient's position on and recommended solution to the Dispute, designating a representative who has full authority to negotiate and settle the Dispute. Within twenty (20) Business Days after the Dispute Notice is provided, the representatives designated by the Parties shall confer either in person at a mutually acceptable time and place or by telephone, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. At any time twenty (20) Business Days or more after the Dispute Notice is provided, but prior to the initiation of arbitration, regardless of whether negotiations are continuing, any Party may submit the Dispute to JAMS for mediation by providing notice of such request to all other concerned Parties and providing such notice and a copy of all relevant Dispute Notices and notices responding thereto to JAMS. In such case, the Parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in promptly scheduling the mediation proceedings and shall participate in good faith in the mediation either in person at a mutually acceptable time and place or by telephone, in accordance with the then-prevailing JAMS's mediation procedures and this Section, which shall control.
- C. **Arbitration.** Any Dispute not resolved in writing by negotiation or mediation shall be subject to and shall be settled exclusively by final, binding arbitration before a single arbitrator or, for Disputes in excess of two million dollars (\$2,000,000 USD), a panel of three arbitrators, in the City of Klamath Falls in the State of Oregon in accordance with the then-prevailing Comprehensive Arbitration Rules of JAMS, Inc. No Party may commence Arbitration with respect to any Dispute unless that Party has pursued negotiation and, if requested, mediation, as provided herein, provided, however, that no Party shall be obligated to continue to participate in negotiation or mediation if the Parties have not resolved the Dispute in writing within sixty (60) Business Days after the Dispute Notice was provided to any Party or such longer period as may be agreed by the Parties. Unless otherwise agreed by the Parties, the mediator shall be disqualified from serving as an arbitrator in the case. The Parties understand and agree that if the arbitrator or arbitral panel awards any relief that is inconsistent with the Limitation of Liability provision of these Terms and Conditions, such award exceeds the scope of the arbitrator's or the arbitral panel's authority, and any Party may seek a review of the award in the exclusive jurisdiction and venue of the courts in the City of Klamath Falls in the State of Oregon.

Notwithstanding the foregoing, venue and jurisdiction for any claims or disputes arising under or relating to the Associate Agreement brought by residents of Louisiana shall be established pursuant to Louisiana law.

- D. Waiver of Class Action and Jury Trial. THE NEGOTIATION, MEDIATION OR ARBITRATION OF ANY DISPUTE SHALL BE LIMITED TO INDIVIDUAL RELIEF ONLY AND SHALL NOT INCLUDE CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. IN ANY ARBITRATION OF A DISPUTE, THE ARBITRATOR OR ARBITRAL PANEL SHALL ONLY HAVE THE POWER TO AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO AWARD ANY CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. THE PARTIES UNDERSTAND AND AGREE THAT EACH IS WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS, COLLECTIVE OR OTHER REPRESENTATIVE ACTION.**
- E. Although the Associate Agreement is made and entered into between Associate and Company, Company affiliates, owners, members, managers, and employees (“Related Parties”) are intended third-party beneficiaries of the Associate Agreement for purposes of the provisions of the Associate Agreement referring specifically to them, including this agreement to negotiate, mediate and arbitrate. The Parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Associate and Company, and the Parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the other parties.
- F. To the fullest extent allowed by law: (i) the costs of negotiation, mediation and arbitration, including fees and expenses of any mediator, arbitrator, JAMS, or other persons independent of all Parties acting with the consent of the Parties to facilitate settlement, shall be shared in equal measure by Associate, on the one hand, and Company and any Related Parties involved on the other, except where applicable law requires that Company bear any costs unique to arbitration (which Company shall bear); and (ii) the arbitrator or arbitral panel or, in the case of provisional or equitable relief or to challenge an award that exceeds arbitral authority as described in this Section, the court, shall award reasonable costs and attorneys’ fees to the person or entity that the arbitrator, arbitral panel, or court finds to be the prevailing party; provided, however, that if fees are sought under a statute or rule that sets a different standard for awarding fees or costs, then that statute or rule shall apply.
- G. Nothing in these Terms and Conditions shall prevent Company from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Company interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- H. Any Party may seek specific performance of this Section, and any Party may seek to compel each other Party to comply with this Section by petition to any court of competent jurisdiction. For purposes of any provisional or equitable relief sought under this Section, the Parties consent to exclusive jurisdiction and venue in the courts in the City of Klamath Falls in the State of Oregon, or the United States District Court for the District of Oregon. The pendency of mediation or arbitration shall not preclude a Party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the Parties agree not to defend against any application for provisional relief on the ground that mediation or arbitration is pending.
- I. ANY AMENDMENT BY COMPANY TO THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION SHALL ONLY TAKE EFFECT UPON AN ASSOCIATE’S EXPRESS AGREEMENT TO SUCH AMENDMENT. AN ASSOCIATE MAY INDICATE THEIR AGREEMENT TO SUCH PROPOSED AMENDMENT IN WRITING. COMPANY MAY TERMINATE THE ASSOCIATE AGREEMENT OF ANY ASSOCIATE WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE AMENDMENT. ANY SUCH AMENDMENT SHALL APPLY TO ALL CLAIMS BROUGHT BY COMPANY OR THE ASSOCIATE ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH CLAIM.

## 13.4 GOVERNING LAW

This Agreement is to be construed in accordance with and governed by the laws of the State of Oregon, without regard to its choice of law principles, and the Federal Arbitration Act shall govern the Dispute Resolution Agreement of these Terms and Conditions and the Associate Agreement without giving effect to any state law to the contrary.

## 14.0 MISCELLANEOUS

### 14.1 SEVERABILITY

If any provision of these Terms and Conditions is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Terms and Conditions.

### 14.2 WAIVER

- A. Only an officer of Company can, in writing, affect a waiver of the Company Terms and Conditions. Company's waiver of any particular breach by an Associate shall not affect Company's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Associate. A waiver in one instance does not constitute a waiver at any other point for that Associate or for any other Associate likely situated.
- B. The existence of any claim or cause of action of an Associate against Company shall not constitute a defense to Company's enforcement of any term or provision of these Terms and Conditions.

### 14.3 SUCCESSORS AND CLAIMS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

## 15.0 DEFINITIONS

**ACTIVE ASSOCIATE:** An Associate who is in good standing with the Company and its Agreement, is able to enroll Customers and other Associates, and can earn commissions on referred sales generated by the Associate and the Associate's network.

**AGREEMENT:** The contract between the Company and each Associate; includes the Associate Agreement, the Company Terms and Conditions, Website User Agreement, and the Company Compensation Plan, all in their current form and as amended by Company in its sole discretion. These documents are collectively referred to as the "Agreement."

**BUSINESS DAYS:** Monday through Friday, excluding the weekend days of Saturday and Sunday. If a day within a period of Business Days, for purposes of counting, falls on a Monday through Friday on which there is a national holiday in which, for example, federal banks are closed, then that day shall not count as a Business Day.

**CANCEL:** The termination of an Associate's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

**COMPENSATION PLAN:** The guidelines and referenced literature for describing how Associates can generate commissions.

**CUSTOMER:** A Customer who purchases Company products and may opt into a subscription of desired products.

**ASSOCIATE:** An individual who generates referred customer sales and business building commissions.

**GENEALOGY:** A report generated by Company that provides critical data relating to the identities of Associates, sales information, and enrollment activity of each Associate's organization. This report contains confidential and trade secret information which is proprietary to Company.

**ORGANIZATION / NETWORK:** The Customers and Associates placed below a particular Associate. A Network is three levels of Customers and Associates in relation to the original Associate.

**OFFICIAL COMPANY MATERIAL:** Literature, audio, or videos, and other materials developed, printed, published, and distributed by Company to Associates.

**RECRUIT:** For purposes of Company's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Company Associate or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

**RESALABLE:** Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused, 2) Not expired, 3) original packaging and labeling has not been altered or damaged, 4) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 5) the product contains current Company labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

**ENROLLER/SPONSOR:** An Associate who enrolls a Customer or another Associate into the Company, and is listed as the Enroller on the Associate Agreement. The act of enrolling others and training them to become Associates is called "sponsoring."

**UPLINE:** This term refers to the Associate or Associates above a particular Associate in a sponsorship line up to the Company. It is the line of sponsors that links any particular Associate to the Company.

Last Revised Date: April 2, 2024