



# 2020 Policies & Procedures

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ROOT WELLNESS™  
POLICIES & PROCEDURES

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## INTRODUCTION

### **Welcome to Root Wellness™!**

Root Wellness™ is a Direct to Consumer Social Sharing company with a purpose-driven, compassionate commerce business model that enables individuals to earn financial rewards through the sharing of Root Wellness™ products, services, and mission.

Root Wellness™ markets its products and services directly to consumers through its Ambassadors and Customers. It is important to understand that your success and the success of your fellow Ambassadors depends on the integrity of the men and women who market Root Wellness's™ products and services.

The Agreement (as defined below) is made to clearly define the relationship between you and us, between you and your Customers, and between you and other Ambassadors. Root Wellness™ is sometimes referred to as "the Company," "we," "us," and "our," and the Ambassador is sometimes referred to as "you" and "your."

When the term "Agreement" is used, it collectively refers to the these Policies and Procedures and the Rewards Plan, which collectively constitute the entire "Agreement" between the parties. Any part of the Agreement may be amended by Root Wellness™ at its sole discretion from time to time as described in Section 1. You agree that any such amendment will be binding upon you.

The addenda may be country-specific and Root Wellness™ may modify the terms herein. You have the responsibility to read, understand, and adhere to the most current version of these Policies and Procedures.

To become an Ambassador, you agree to these Policies and Procedure and the Rewards Plan.



## SECTION 1

### **BECOMING A ROOT WELLNESS™ AMBASSADOR.**

To become a Root Wellness™ Ambassador, you are required to:

- ✓ If you are an individual - be the age of legal majority in the jurisdiction in which you reside
- ✓ If you are a business entity - be properly registered and in good standing with your governing jurisdiction
- ✓ Reside in an Open Country by the Company
- ✓ Provide, where allowed by law, evidence of identity in the form and manner as the Company may require
- ✓ Decide if you want to purchase an Optional Ambassador Product Pack, if offered.
- ✓ Agree to and accept all terms and conditions of the Agreement.

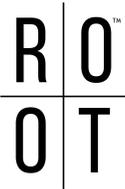
### **ACCEPTANCE**

By meeting the requirements to become an Ambassador set forth in the Rewards Plan you are eligible to become a Root Wellness™ Ambassador with Root Wellness™.

You become an Ambassador only after you accept these Policies and Procedure and when you receive notification of acceptance via e-mail. Upon acceptance, we will activate your position in your Tree, and issue to you an identifying Ambassador number.

Please note:

- ✓ We reserve the right to reject any person from becoming an Ambassador. We will not accept inaccurate or false information. We can terminate an Ambassador if we learn they have provided incomplete, inaccurate, or false information to us.



- ✓ You are responsible for informing us of any changes affecting the accuracy of the information regarding the account information related to your status as an Ambassador.



- ✓ The Agreement is subject to acceptance by Root Wellness™ as stated above before becoming binding with us. You acknowledge that Root Wellness may change the terms of these Policies and Procedures at its sole discretion and you agree to review the Policies and Procedures often.

### **TERRITORY**

An Ambassador may purchase from Root Wellness™ products and services for resale to consumers, and resell those products and services to consumers in the USA and abroad, and act as an Ambassador in the country for which it is specified.

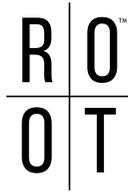
If you desire to enroll as an Ambassador in a country we have officially opened, but you do not physically reside there, please see Section 4. We do not grant exclusive territories to any Affiliate/Ambassador.

### **ASSOCIATE CONTRACTUAL RIGHTS**

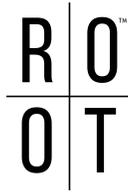
Once you have been accepted as an Ambassador by us, the contractual rights of the Agreement will be available to you as long as your Root Wellness™ Ambassadorship is in good standing or this Agreement is not terminated.

These include the rights to:

- ✓ Share
  - Root Wellness™ products and services to consumers in accordance with the Policies and Procedures
- ✓ Participate in the Rewards Plan
- ✓ Sponsor other persons to become Customers, who in turn can choose to become Ambassadors upon meeting the requirements of the Rewards Plan.
- ✓ Receive periodic Root Wellness™ literature and other Root Wellness™ communications



- ✓ Participate in Root Wellness™ enrolled support, service, training, motivational, and recognition functions
- ✓ Participate in promotional and incentive events and programs sponsored by Root Wellness™
- ✓ Continue to purchase products for your own use as a customer



under the Root Wellness™ Rewards Plan. Once you have earned rewards points under the Root Wellness™ Rewards Plan, you will be considered a Root Wellness™ Associate.

### **NO PERSONAL PRODUCT OR SERVICE PURCHASE REQUIRED.**

There are no personal purchase requirements of our Products or Services, or Sales Tools to become a Root Wellness™ Ambassador. The company is focused on its products and the customers of those products and does not encourage or permit Ambassadors to purchase products when done for the purpose of acquiring a higher Rank in the Rewards Plan.

### **TERM AND RENEWAL OF ROOT WELLNESS™ BUSINESS**

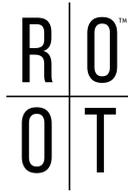
There is no annual renewal fee. ROOT Wellness, LLC does reserve the right to charge an annual renewal fee at a later date if the company determines it is prudent to do so.

The term of the Agreement is one year from the date Root Wellness accepts you as an Ambassador. The term automatically renews annually so long as the Agreement has not been voluntarily or involuntarily terminated. Upon renewal each year you agree that you are bound by all terms and conditions of the Agreement, regardless of whether they may have been changed or amended.

### **TERMINATION**

The Agreement between you and us may be terminated as follows:

- ✓ You may terminate the Agreement at any time, by submitting a notice in writing to the Company at its principal business address, or via email to [compliance@therootbrands.com](mailto:compliance@therootbrands.com). The email notice must be from your email of record and include your name, Associate ID, telephone and address. The written notice must also include your signature.
- ✓ We may terminate the Agreement if you are in breach of the Agreement. If you are in breach of the Agreement, Root Wellness™ may provide you notice of the breach and an opportunity to cure within a reasonable time. However, Root Wellness™ is under no obligation to provide you with such notice and has the right to terminate the Agreement immediately for any breach of the Agreement. For greater certainty, Root Wellness™ will terminate the Agreement immediately for: breach of the Agreement, disparagement of Root Wellness or its officers, employees, or products, in the event of any litigation between you and Root Wellness, any policy violations, or conduct that involves theft, fraud, deceit, violence, physical or sexual harassment, or any criminal conduct.



### **EFFECTS OF TERMINATION**

When your Agreement with us is terminated, for whatever reason, your Ambassador rights as set forth in the Agreement also terminate. This includes the right to sell Products and Services and the right to receive Rewards or other income resulting from the sales and other activities of your team.

### **MULTIPLE AMBASSADOR POSITIONS NOT ALLOWED**

You may not own or operate more than one Ambassador position.

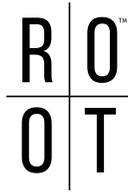
All persons residing in your household can be separate Ambassadors so long as each is operating separately from you and is operating independently and each is not buying Root Wellness™ products that they are not using or reselling but instead for the purpose of acquiring a higher rank for You or them in the Rewards Plan.

If an active Root Wellness™ Ambassador of your household or affiliated with your Ambassador position, engages in any act or omission that, if performed by you, would violate the Agreement, we may impute such act or omission to you as if you had violated the Agreement.

If you marry another Ambassador, the two of you may maintain your Ambassador positions separately and independently. If you are an Ambassador and receive the rights to another's Ambassador's position upon death, we will waive this policy, subject to the succession rules herein.

A juridical entity (collectively "Business Entities") may become an Ambassador. However, Business entities must submit proof of existence to the Company when it becomes an Ambassador. In addition, upon request from Root Wellness™, Business Entities must submit certified copies of their formation documents and attest to the management and ownership of the entity or, in the case of a trust, the name of the trustee and the beneficiaries. The actions of the corporation shareholders, officers, directors, agents or employees, the actions of the partnership partners, agents, or employees, and the actions of the trustees, beneficiaries, agents or employees, which do not conform to the Root Wellness™ Policies shall be attributable to the entire corporate entity, partnership, or trust. In addition, whoever has a legal or equitable right, whether granted by law, contract, or practice to direct, control, own, participate in or be the beneficiary of the direction, control, ownership, or participation of your Ambassador position may not also be an Ambassador.

Unincorporated Businesses (Proprietorships), may become an Ambassador by having the individual carrying on the business approved as an Ambassador with Root Wellness™.



Root Wellness™, while allowing the above identified business entities to be Ambassadors, will recognize only the primary applicant as the authorized representative of said entity.

### **SUCCESSION AND INCAPACITY**

If you bequeath your rights in your Ambassador position upon death, and such rights are awarded by a competent court upon your death, we will recognize the transfer to the successor if the successor provides proof that is acceptable to us with such information as is necessary for us and the successor to carry on business. Otherwise, we will terminate your Agreement. If you are incapable of operating your Ambassador Position due to incapacity, we will recognize your authorized agent to operate the Ambassador position during your incapacity. To do so, your authorized agent must provide proof of your incapacity and proof of his authority that is authentic and which we can verify to be lawful.

### **EFFECTS OF DIVORCE AND BUSINESS ENTITY DISSOLUTION**

We will not allow an Ambassador position to be partitioned or in any way divided in the event of divorce or Business Entity dissolution. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- ✓ One of the parties may, with consent of the other(s), operate the Root Wellness™ Ambassador position pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize us to deal directly and solely with the other spouse, partner, or trustee
- ✓ The parties may continue to operate the Ambassador position, whereupon all Rewards paid by us will be paid according to the status quo as it existed prior to the divorce or business entity dissolution.

This is the default procedure if the parties do not agree on the format set forth above.

We will not remove a party to an Ambassador position from the Ambassador account without that party's written permission and signature. Under no circumstances will the team organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will we divide rewards between divorcing spouses or dissolving entities. We recognize only one team organization. Rewards shall always be issued to the same individual or entity.

If a former spouse has completely relinquished all rights in the Ambassador position pursuant to a divorce, he or she is thereafter free to enroll under any Ambassador without waiting six (6) calendar months (see Section 2). In the case of a business entity dissolution,



owners, managers, employees, or others (“Business Affiliate”) associated with the business entity must wait six (6) calendar months from the date of the final dissolution before becoming an Ambassador. In either case, however, the former spouse or Business Affiliate shall have no rights to any Ambassador in his or her former organization or to any former Customer and must develop customers and Ambassadors in the same manner as would any other new Ambassador.

### **CHANGES INVOLVING A SPOUSE AND/OR A CLOSELY-HELD COMPANY**

An Ambassador may also add or remove a spouse from the Ambassador position provided a completed and notarized Change Form is submitted to Root Wellness™ Customer Support.

Examples:

- (1) Mrs. X is an Ambassador. She may add her husband, Mr. X, to the Ambassador position. She may not add an adult child, parent, or other relative, or an unrelated business partner.
- (2) Mrs. Y and Mr. Y are joint owners of an Ambassador position. They divorce and by agreement, or court order, Mrs. Y retains all the rights to the Ambassador position and Mr. Y releases, or is ordered to release, all such rights.

An Ambassador who is an individual, may transfer his or her interest (and the spouse’s interest, if applicable) to a business entity that is 100% held by one or both spouses.

Example:

- (1) Mr. A is the sole name on an Ambassador position. He may transfer his rights to XYZ, Inc. if he is the sole shareholder (or he and his wife, Mrs. A, are the sole shareholders of XYZ, Inc.)

An Ambassador that is a business entity and 100% owned by an individual and/or his spouse may transfer its interest to the individual and/or the spouse. (Example: XYZ, Inc. is 100% owned by Mr. A. The Ambassador position is in the name of XYZ, Inc. XYZ, Inc. may transfer its interest to Mr. A (and to Mrs. A if Mr. A agrees.)

To accomplish a change, the Ambassador must submit completed and notarized Change Form to customer service,

- ✓ if adding a spouse, a copy of their marriage certificate
- ✓ if removing a spouse, a completed and notarized Change form must be submitted authorizing the removal
- ✓ if transferring to a business entity, a certificate of good standing from the jurisdiction of organization and a copy of the company’s organizational documents showing all the interest holders and management



- ✓ If transferring from a business entity to the individual and/or individual and spouse, an authorizing statement signed by an officer or director of the business entity and signed by the individual (and spouse, if applicable).

#### **CHANGE IN FORM OF BUSINESS ENTITY**

An Ambassador that is a business entity and desires to change to another type of business entity may do so as long as the change is agreed to by the owners, managers, or directors of the business entity as required by applicable law. All owners, managers, or directors of the former business entity must confirm with a notarized or other form of authenticated signature that they agree to the change.

#### **CHANGE IN EXISTING BENEFICIAL INTEREST HOLDERS OF A BUSINESS ENTITY**

Changes in the ownership or control of a business entity, whether by addition, withdrawal, or replacement of a shareholder, director, officer, manager or otherwise, are deemed to be a transfer of interest and are therefore subject to the right of first refusal procedures.

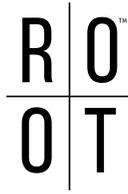
#### **LIMITATIONS**

The sale, transfer or assignment of a business or Ambassador position are addressed below.

#### **SALE, TRANSFER, OR ASSIGNMENT OF A ROOT WELLNESS™ BUSINESS**

The Company does not permit the sale of Ambassador positions, the transfer of partial interests in Ambassador positions, and the practice of partnering if the sale, transfer, or partnership is a subterfuge for transferring interest or otherwise avoiding the requirements of these Policies and Procedures. Otherwise, an Ambassador may sell, transfer, or assign (hereinafter in this section “sell” if used as a verb and “sale” if used as a noun) his or her whole or partial interest in a Root Wellness™ Ambassador position, so long as the following criteria are met:

- ✓ The person acquiring the Ambassador position may not currently have a beneficial interest in another Ambassador position



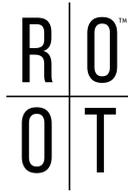
- ✓ No changes in line of enrollment can result from the sale or transfer of a Root Wellness™ business
- ✓ In order for the transfer to be processed, a completed and notarized transfer form must be submitted to Root Wellness™ along with payment of \$500.00
- ✓ Root Wellness™ reserves the right to deny a sale at its sole discretion.
- ✓ Root Wellness shall have a right of first refusal, pursuant to which it shall be entitled to acquire the Ambassador position on the same terms as the terms offered to the prospective purchaser of the Ambassador position.

#### **CHANGES TO THE AGREEMENT**

Because laws and the business environment periodically change, Root Wellness™ may find it necessary to amend the Agreement and its prices from time to time.

Accordingly, Root Wellness™ reserves the right to amend the Agreement and its prices in its sole and absolute discretion. Notification of amendments shall be posted in an Ambassador's Back-Office and/or sent to their e-mail address on file with the Company. Amendments shall be effective 30 days after publication of notice and posting of the amended provisions but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Once the notification of amendments is posted, you accept the amendments upon the purchase of any Root Wellness™ products or receipt of any payments pursuant to the Root Wellness™ Rewards Plan.

An Affiliate also accepts all amendments by maintaining his or her Root Wellness™ Ambassador position after the effective date of an amendment. An Ambassador may reject amendments by submitting notice in writing to Root Wellness™. If an Affiliate rejects any amendments, the Agreement will be terminated as of the effective date of the Amendment.



## SECTION 2

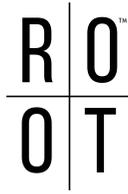
### OPERATING YOUR ROOT WELLNESS™ BUSINESS

#### CODE OF ETHICS

We are a values-based Company and pride ourselves on the quality and character of our Ambassadors. The following Code of Ethics helps ensure a uniform standard of excellence.

You agree to practice the following ethical behavior when acting as an Ambassador. Each behavioral requisite of the Code of Ethics is a material term to the Agreement.

- ✓ You understand that Root Wellness™ products are for use of and sale to customers and sales made for the purpose of obtaining a rank advancement are not allowed.
- ✓ You will be respectful of others while acting as an Ambassador.
- ✓ At all times, you will conduct yourself in an ethical, moral, legal, and financially-sound manner
- ✓ You will not engage in activities that may bring disrepute to Root Wellness™, any Root Wellness™ corporate officer or employee, yourself, or other Ambassadors
- ✓ You will not make discouraging, negative, or disparaging claims about Root Wellness™, its management, officers, owners, or other Root Wellness™ Ambassadors
- ✓ You will refrain from engaging in negative language and defamatory statements
- ✓ You will be truthful in your representation of Root Wellness™ products and services and make no claims regarding the health benefits of Root Wellness's™ products
- ✓ You will provide support and encouragement to your Customers to ensure that their experience with Root Wellness™ is a successful one and will clearly state all terms of sale
- ✓ You will provide follow-up service and support to your team as is reasonably necessary to assist them in building a retail Customer base and a team organization
- ✓ You will correctly represent the Compensation & Rewards Plan and will not make any income claims, including representations about the amount of income that a person can or will earn.



- ✓ You shall make personal or telephone contact with potential applicants and Customers in a reasonable manner and during reasonable hours to avoid intrusiveness
- ✓ When making a sales presentation, you shall discontinue it immediately upon the request of the recipient
- ✓ You shall follow the Guidelines in Addendum C to protect the private information of your Customers and team
- ✓ You shall show respect for the lack of commercial experience of certain potential applicants and actual retail Customers and team
- ✓ You shall not abuse the trust of your Retail Customers and team, nor shall you exploit their age, illness, lack of understanding or unfamiliarity with language
- ✓ You understand violation of this Code of Ethics policy may result in termination of your Ambassador position. Violations are subject to the sole discretion of the Company.
- ✓ You will abide by all of Root Wellness's™ Policies and Procedures

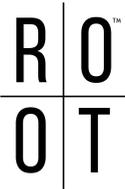
### **INDEPENDENT CONTRACTOR STATUS**

You are an independent Ambassador. You are not an agent, employee, partner, or in joint venture with the Company. You may not represent yourself as anything other than an Ambassador. You have no authority to bind Root Wellness™ to any obligation whatsoever. Should you be deemed an employee, agent, or independent contractor by a competent authority or court in any jurisdiction in which you do business, you agree to fully indemnify and release us from any claim arising from such determination, including but not limited to being responsible for any related legal costs and attorney's fees related to said indemnification.

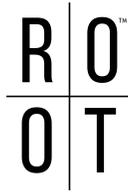
For greater clarity the legal relationship between Root Wellness™ and its Ambassadors is intended to be one of independent contractor, with the specifics of the legal relationship agreed to be as follows:

**CONTROL** - Subject to the terms of the Agreement, and other applicable laws, Ambassadors shall have complete control and discretion over the operation of their independent Ambassador positions including, without limiting the nature of the foregoing, how much or how little time they may devote to promoting or selling Root Wellness™ products, and shall be entitled to establish their own goals, hours, and methods, or internal policies and procedures. You shall not make any printed or verbal representations that state or imply otherwise.

**OWNERSHIP OF TOOLS** – The Ambassador shall be responsible for the ownership and acquisition of any business tools, equipment, assets, and expenses, and all goods, services and intangibles that the Ambassador, in his/her discretion, believes necessary for its operations including, without limiting the generality of the foregoing, the location and appointment of his or her office, business cards, letterhead, computer equipment, motor



vehicle(s), and other tools and equipment (e.g., phone, office supplies etc.) which he/she alone deems necessary for operation of his/her



Ambassador position, all of which shall be established and/or acquired by the Ambassador at his/her own expense. The Ambassador shall also maintain such insurance, such as liability, fire and theft insurance, during the term of this Agreement for his or her benefit, in amounts as he/she deems appropriate, and at his/her own expense. Root Wellness™ does not provide or offer any insurance. Again, Root Wellness™ does not require that an Ambassador make any sales, purchase any product, purchase any marketing tools or materials from Root Wellness™, or otherwise require that the Ambassador spend any amount of time promoting Root Wellness™ products. It is your choice how much or how little time you spend on your Ambassador position.

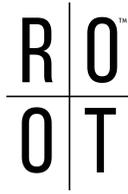
**CHANCE OF PROFIT/RISK OF LOSS** – Root Wellness™ and the Ambassador agree that all expenses incurred by the Ambassador in the operation of his/her Ambassador position shall be incurred on his/her own account and be his/her own responsibility. Root Wellness™ and the Ambassador also agree that the terms of the Ambassador’s Rewards under the Agreement are entirely set out in the Rewards Plan, and accordingly, the chance of profit and the risk of loss inherent in the Rewards Plan, and inherent in the operation of the Ambassador position, rests entirely with the Ambassador, with no “expense reimbursement” or “minimum Rewards” being offered or guaranteed by Root Wellness™ whatsoever.

**NO POWER TO BIND** - While an Ambassador shall be entitled to inform others that he/she is an Ambassador of Root Wellness™ in an independent status, he/she shall at no time represent himself/herself to be an employee of Root Wellness™, and shall clarify with others, where necessary, his/her status as an independent contractor of Root Wellness™. The Ambassador has no authority (expressed or implied), to bind Root Wellness™ to any obligation, and shall not be construed as purchasers of a franchise or a business opportunity.

**NO CREATION OF EMPLOYMENT, AGENCY, PARTNERSHIP, FRANCHISE OR JOINT VENTURE RELATIONSHIP** - The legal relationship between Root Wellness™ and its Ambassadors is not intended to create, and does not create, an employer/employee relationship, agency, partnership, franchise or joint venture relationship between Root Wellness™ and the Ambassador.

**TREATMENT AS INDEPENDENT CONTRACTOR FOR TAX AND OTHER PURPOSES** - Accordingly, the Ambassador will not be treated as an employee of Root Wellness™ for tax purposes (including, but not limited to: federal income tax with- holding or reporting requirements, federal unemployment insurance and other like taxes, and employment standards rules and workers’ compensation legislation purposes).

As an Ambassador, you are responsible for compliance with federal, state, and local tax legislation, as that legislation affects you. Accordingly, an Ambassador is responsible for paying his/her own self-employment taxes, income taxes, and other taxes imposed by law upon an independent contractor and shall indemnify us from any claims arising from any failure to pay such taxes.



For greater certainty in this regard:

**INCOME TAXES** - Ambassadors shall be responsible for payment and or withholding of all relevant federal, state and/or local income taxes, self-employment taxes and any and all other taxes required with respect to the operation of their Ambassador position, or their purchases, under federal, state, or other applicable taxing laws. Ambassadors acknowledge that as independent contractors, they will not be treated as employees for purposes of, but not limited to, federal and state income tax withholding requirements, state employment standards, rules, federal workers' compensation deductions, and other deductions. Root Wellness™ is not responsible for any withholdings and shall not withhold or deduct from your rewards, if any, taxes of any kind. Rather, all Ambassadors shall be responsible for paying local, state, and federal taxes due from all Rewards earned as a Root Wellness™ Ambassador, and for all other federal or state tax compliance obligations imposed on their business. Some exceptions may exist, and Root Wellness™ reserves the right to issue any return slips and withhold any amount required by law.

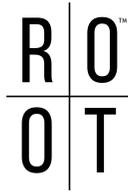
**SALES TAXES** - Ambassadors shall also not be treated as an employee for purposes of any sales tax. If Root Wellness™ is required to charge any such taxes with respect to its supplies of goods or services to Ambassadors or to Root Wellness's™ direct retail customers, Root Wellness™ will collect and remit these taxes with respect to its sales as appropriate. However, Root Wellness™ is not responsible for collecting or remitting any sales taxes on an Ambassador's behalf. Rather, all Ambassadors shall be responsible for collecting and remitting all applicable local, state, and federal sales taxes, and for all other federal or state tax compliance obligations, although, as set out below, Root Wellness™ may at its discretion enter into sales tax collection agreements with the federal and state taxing authorities.

**COLLECTION AGREEMENTS/ARRANGEMENTS** – Notwithstanding the foregoing, Root Wellness™ reserves the right to enter into sales tax collection agreements with the federal and state taxing authorities which could relieve Ambassadors of the burdens of collecting and remitting sales taxes. Where applicable, Root Wellness™ will notify Ambassadors of the implementation of such agreements and will charge and collect sales taxes accordingly.

Where Root Wellness™ chooses to enter into a sales tax collection agreement, the Ambassador agrees that Root Wellness™ may jointly elect on Ambassador's behalf to have the applicable procedures, apply where approval has been granted by the applicable tax authority.

Where Root Wellness™ has been approved to operate under any such agreements, Ambassadors shall follow the appropriate procedures.

It is your responsibility and you agree to comply with all laws and the Agreement in the operation of the Ambassador position or the acquisition, receipt, holding, selling, distributing, or advertising of our Products or Services.



You also agree to be fully responsible for all your verbal and/or written statements made regarding the Products, Services, and the Rewards Plan. You agree to indemnify us against any claims, damages, or other expenses, including reasonable attorneys' fees and costs, arising from any representations or actions made by you that are outside the scope of the Agreement. The provisions of this section survive the termination of the Agreement.

### **UNFAIR COMPETITION**

Violation of the following sections on Confidential Information and Trade Secrets, Unlawful Competition, Disparagement, Line Switching, Cross-Enrolling, and Enticement, and Unethical Activity may result in immediate termination.

### **CONFIDENTIAL INFORMATION AND TRADE SECRETS**

Notwithstanding any other provision of this Agreement, you shall never use our trade secrets and confidential information, as further described herein, to solicit, enroll, recruit, or attempt to solicit, enroll, or recruit, whether directly or indirectly, other Root Wellness™ Ambassadors or Customers to any competing business.

### **UNLAWFUL COMPETITION**

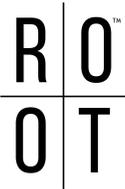
Root Wellness™ believes in free, but fair, legal, and ethical competition. As an independent contractor, you are responsible for how you operate as an Ambassador. Unlawful or tortious targeting of competing businesses is not supported by the Company. If any lawsuit, arbitration, claim, or mediation is brought against Root Wellness™, or any of its officers, directors, owners, or agents, alleging that you or anyone acting on your behalf or in concert with you, engaged in such prohibited activity, you shall indemnify us against all claims, actions, suits, damages, settlements, or payments of any kind, as well as attorney's fees, expert witness fees, and other related legal expenses, and any other demands arising from or related to your acts or omissions.

### **DISPARAGEMENT**

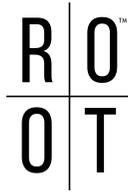
You shall not demean, discredit, defame, or make misleading comparisons with other companies, competitors of Root Wellness™, organizations or systems, or other Ambassadors in an attempt to promote our Products or Services, or to entice another Ambassador to become part of your team, or to become a Customer or Ambassador of Root Wellness™. You also agree to refrain from posting or making any disparaging, demeaning, or discrediting comments about Root Wellness, and its Members, Ambassadors, Customers, and community.

You shall not use financial enticements or other incentives or seek to persuade an Ambassador to change his or her line of enrollment or business building system.

### **LINE SWITCHING, CROSS-ENROLLING AND ENTICEMENT**



You and we agree that maintaining the integrity of the line of enrollment in an Ambassador’s organization is fundamental.



Accordingly, you agree to not engage in Line Switching, Cross-Enrolling, and Enticement.

“Line Switching” means attempting to become an Ambassador:

(a) when already an Ambassador; and/or

(a) when owning or operating, directly or indirectly, another Ambassador position

“Cross-Enrolling” means the enrollment of another Ambassador (including an Ambassador whose Agreement was terminated within the preceding six (6) months or has enrolled or purchased product in the preceding six (6) months) to a different line of enrollment.

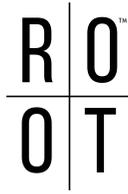
“Enticement” means soliciting, encouraging, offering benefits, or in any way aiding or advising another Ambassador to Line Switch and/or Cross-Enroll.

You shall not use a spouse or relative’s name, trade name(s), assumed or fictitious names, legal entities, false government-issued identification numbers, including SSN, BIN, or other fictitious ID numbers to circumvent this policy.

Because Line Switching, Cross-Enrolling, and Enticement can be so detrimental to us and to the Ambassadors involved, you have an affirmative obligation to notify us as soon as is reasonably possible if you know of or have reasonable grounds to suspect another Ambassador has breached these covenants.

Should you or another Ambassador breach these covenants, we may take any or all of the following actions:

- ✓ terminate the Ambassador in breach
- ✓ terminate the Ambassador positions created as a result of Line Switching (the “Second in Time Affiliate Position”); and leave the Ambassador position enrolled by the Second-in-Time Affiliate Position in its original place and not change enrollment or placement unless extenuating circumstances and fairness compel otherwise. However, we are under no obligation to do so and any move and the ultimate disposition of the organization remains within the sole discretion of Root Wellness™
- ✓ You hereby unequivocally stipulate and waive all claims and causes of action against Root Wellness™ that arise from or relate to the Company’s disposition of Ambassador positions following an improper line switch or cross-enrolling action.

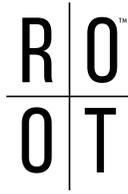


## **UNETHICAL ACTIVITY**

You agree to be ethical and professional at all times when acting as a Root Wellness™ Ambassador.

Accordingly, you agree that you will not, nor will you encourage or in any way condone unethical activity by other Ambassadors in your Tree. Examples of unethical activities include, but are not limited to the following, some of which are further described in these P&Ps:

- ✓ Making unapproved claims about the Products or Services
- ✓ Making any income claims including representations that any other person could make the same or similar income to what you make
- ✓ Making false statements or misrepresentations of any kind, including but not limited to: untruthful or misleading representations or sales offers relating to the quality, availability, grade, price, terms of payment, refund rights, guarantees, or performance of the Product or Services
- ✓ Use of another Ambassadors credit card without express written permission from Root Wellness™ and authorized credit card holder
- ✓ Failure to comply with the sales and promotional activity requirements
- ✓ Engaging in unauthorized pre-market activity
- ✓ Violating the laws of your jurisdiction that pertain to you
- ✓ Breaching the Code of Ethics
- ✓ Breaching the Agreement
- ✓ Engaging in bonus buying, rank buying, or inventory loading



## **ACTIVITY REPORTS**

We desire to protect you, other Ambassadors and the Company from unfair and inappropriate competition. We provide you access and viewing of your Personal Organization through your Root Wellness™ Website Back Office. The Personal Organization and any other Ambassador list, including but not limited to, all Ambassadors; organization lists; names; addresses; email addresses; and telephone numbers contained in the Root Wellness™ database, in any form, including, but not limited to, hard copies, electronic or digital media (collectively the “Activity Reports”) are our confidential and proprietary property.

We have derived, compiled, configured, and currently maintain the Activity Reports through the expenditure of considerable time, effort, and monetary resources. Activity Reports, in present and future forms and as amended from time to time, constitute commercially-advantageous proprietary assets and trade secrets of the Company, which you shall hold confidential. You and we agree that, but for this agreement of confidentiality and non-disclosure, we would not provide Activity Reports to you.

You shall not disclose the Activity Reports or information contained therein, other Affiliate information maintained by us to any third-party, and you may only use such information for purposes of building and operating your Root Wellness™ Ambassador position. You shall not use such information in the conduct of any other business, including other affiliate model or direct sales or network marketing business of any kind.

A violation of this Policy or any of its subsections may result in immediate termination.

## **PURPOSE**

Activity Reports are made available to you for the sole purpose of assisting you in working with your team organization in the development of your Root Wellness™ Ambassador position. You may use your Activity Reports to assist, motivate, and train your team organization.

## **LIMITED USE**

Your access to your Activity Reports is password protected. Activity Reports are provided to you in strictest confidence. Such Activity Reports shall not be disclosed or published by you to any third-party or used for purposes other than in the performance of your obligations under the Agreement and for our benefit without our prior written consent. Any unauthorized use, publication or disclosure of Activity Reports constitutes misuse, misappropriation, and a violation of the Affiliate Agreement and may cause irreparable harm to us.

## **NO IMPROPER DISCLOSURE**

You shall not, on your own behalf, or on behalf of any other person:



- ✓ Directly or indirectly disclose any information contained in any Activity Report to any third- party
- ✓ Directly or indirectly disclose the password or other access code to your Activity Report
- ✓ Use the information to compete with us or for any purpose other than promoting your Root Wellness™ Ambassador position.
- ✓ Recruit or solicit any Ambassador listed on any Activity Report or in any manner attempt to influence or induce any Ambassador to alter his or her business relationship with the Company.

### **RETURN**

Upon our demand and always upon termination of the Agreement, you shall return to us the original, and all copies of any Activity Reports and any confidential or trade secret information taken there from (whether paper or electronic) that is in your possession or subject to your control.

### **BREACH**

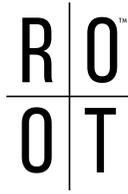
In the event you breach any of the covenants of this subsection on Activity Reports, we may terminate your Independent Business and we may seek injunctive relief to prevent irreparable harm to us or any of our Affiliates. We may also pursue all appropriate remedies under applicable law to protect our rights to Activity Reports; any failure to pursue such remedies will not constitute a waiver of those rights.

### **NO WARRANTY OF INFORMATION**

All information provided by us, including, but not limited to, personal and group sales volume (or any part thereof), and your team enrolling activity is believed to be accurate and reliable. Nevertheless, due to various factors, including, but not limited to, the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card; and electronic check charge-backs—the information is not guaranteed by us or any persons creating or transmitting the information.

To the extent allowed by law, all personal and group sales volume information is provided “as is” without warranties, express or implied, or representations of any kind whatsoever. In particular, but without limitation, there shall be no warranties of merchantability, fitness for a particular use, or non-infringement.

To the fullest extent permissible under applicable law, we and/or other persons creating or transmitting the information will in no event be liable to you or anyone else for any direct, indirect, consequential, incidental, special, or punitive damages that arise out of the use of or access to



personal and group sales volume information (including but not limited to lost profits or bonuses, loss of opportunity, and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if we or other persons creating or transmitting the information shall have been advised of the possibility of such damages, to the fullest extent permitted by law, we or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability, or other legal theory with respect to any subject matter of this agreement or terms and conditions related thereto.

### **IDENTIFICATION**

All Ambassadors are to provide their accurate SSN, Business Number, or equivalent government issued identification number to Root Wellness™ and be willing to sign any other relevant documents (W-9 or internal forms) as deemed necessary. Providing false identification is subject to termination.

### **PRODUCT PACKAGING AND LIABILITY**

Under no circumstances shall you re-label, or in any way alter or re-package the Products. Products are to be sold in their original packaging only.

### **INSURANCE**

Other than products liability coverage, Root Wellness™ does not extend coverage under any of its policies to Ambassadors. If you use your personal property (e.g., car or computer) or your home, such property may not be covered for loss or damage and you release us from any claims arising from or related to the operation of your Ambassador position. You are solely responsible for any decision you may make to obtain additional insurance, and you shall solely be responsible for the costs of same.

### **REPORTING POLICY VIOLATIONS**

To assist us in maintaining a level playing field for all Ambassadors and to maintain the integrity and longevity of the Company, you should report violations of the Policies and Procedures in writing immediately to our Compliance department, complete with all supporting evidence and pertinent information to [compliance@therootbrands.com](mailto:compliance@therootbrands.com).

### **CORPORATE TOURS**

You may visit Root Wellness™ corporate-owned facilities only at designated times, we love when family comes to visit. You must make an appointment in advance to arrange any such visit.



**CORRECT INFORMATION**

We may periodically request that you update your account information, which you agree to do in a reasonable amount of time.

**RELEASE FOR USE OF PHOTO, AUDIO, OR VIDEO IMAGE, AND/OR TESTIMONIAL ENDORSEMENT**

We may take photos, audio or video recordings, or written or verbal statements of you at Company events or may request the same directly from you. You agree to and hereby grant us the absolute and irrevocable right and permission, to use, re-use, broadcast, re-broadcast, publish, or re-publish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of the Company, or in any other name. Regardless of any other agreements or contracts you may have with any other entity, you agree that any use by us as set forth in this section shall be royalty free, is a work made for hire, and is not subject to any other claim. You agree to defend and indemnify us against any claims by any other party arising out of our use of the rights granted herein. You confirm that the information you may give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of your knowledge. You waive any right you may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photo-graphic or video matter which may be used in connection with it or any use that may be made of it.

SECTION 3

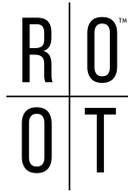
**ENROLLMENT**

**DISCLOSURE**

If you encourage a Customer to become an Ambassador, you will provide the Ambassador with the most current version of these Policies and Procedures.

**ASSISTANCE**

You may assist a Customer who qualifies to become an Ambassador in the online process to become an Ambassador and to accept these terms and conditions; however, the person who desires to become an Ambassador must agree to the terms and conditions of the Agreement by clicking the selection that states that they agree to these Policies and Procedure. Do not exert pressure or undue influence on a Customer to become an Ambassador.



## **PURCHASE**

If one of your Customers becomes an Ambassador, you may purchase an optional Product Pack if available and only if authorized by the Customer. For Product and Service purchases, please see Section 6.

## **AMBASSADOR/PLACEMENT CHANGE**

We highly discourage changes to the placement of an Ambassador. However, we recognize such changes are occasionally beneficial. Accordingly, we permit the following exceptions:

- ✓ Change of Ambassador –An Ambassador who would like to change to be in the Tree of a different Ambassador is permitted only in the first 72 hours following the date when the person becomes a Ambassador (no change is permitted following a renewal). To change your Ambassador, you must submit an Ambassador Change Request to our Compliance department within 72 hours from the time of enrollment. The form requires your notarized signature and the signature of your current Ambassador. We may require authentication of the signatures. If an Ambassador who is requesting an Ambassador change has personally referred any Customers or Ambassadors, those Customers or Ambassadors shall be moved with him/her, but any other Ambassadors in his/her team will not be moved
- ✓ Change of Placement - As the person who referred a Customer or Ambassador, you may request to change the placement of a Customer or Ambassador you recently referred by submitting to our Compliance department a Change of Placement form within 72 business hours to [compliance@therootbrands.com](mailto:compliance@therootbrands.com). The recently referred Customer or Ambassador's placement may be moved only inside your organization and will be placed in the first available open bottom position on the date that the change is made. We will not change the placement if your Customer or Ambassador has earned Rewards or an achieved rank.

We reserve the discretion to approve or deny for any reason a request for a change of an Ambassador or Placement.

## **RE-APPLICATION**

If you are not in breach of the Agreement, you may change your Ambassador by voluntarily terminating your Agreement or remaining inactive (i.e., no purchases of Root Wellness™ Products or Services, no sales of Root Wellness™ Products, no referrals of new customers, no attendance at any Root Wellness™ functions, no participation in any other form of Ambassador activity, nor operation of any other Root Wellness™ business) for six (6) full consecutive calendar months. Following the six (6) calendar month period of inactivity, you may re-apply under a new Ambassador. If your Agreement was terminated by us for breach, you must wait eighteen (18) months to re-apply.



## SECTION 4

### PROMOTING THE PRODUCTS AND OPPORTUNITY

#### **CLAIMS, SALES AND PROMOTIONAL ACTIVITY**

Because many aspects of Root Wellness™ are regulated in terms of Products and Services, compliance with advertising law is important for the longevity of our business. We make every effort to comply with the law and expect the same from you. This section describes Product and Services and opportunity claims that you may make, and the limitations. It also explains the types and methods of advertising you may use.

#### **PRODUCT CLAIMS**

You may make lifestyle or performance claims about the Products that are in the Official Root Wellness™ materials of the country for which it is approved. You shall not make claims about the Products or Services that are not in the Official Root Wellness™ Materials and shall not make medical claims or provide medical advice in conjunction with Root Wellness and our products, verbally or in print.

#### **OPPORTUNITY CLAIMS**

No income claims can be made. Do not use the term “passive income” and do not state or imply that the purchase of products is an “investment.” There is only one income-generating activity: the sale of Root Wellness™ products and services to actual customers.

#### **LIMITATIONS ON OFFERING**

You shall not offer a position as a Root Wellness™ Ambassador through, or in combination with any other Rewards plan or placement program, other than as specifically set forth in Official Root Wellness™ Materials.

#### **ADVERTISING**

**Ambassador Websites** - If you desire to utilize an Internet web page to promote your Root Wellness™ business, you may do so. However, you may not use any proprietary or intellectual property rights of Root Wellness™ and/or proprietary or intellectual property rights of its licensed agreements or belonging to someone else. No reference to the above is allowed through third party names or fictitious names to circumvent the policy. Any websites must be operated in compliance with these Policies and Procedures.



**Names and Email Addresses** -You may not use or attempt to register or sell any of Root Wellness™ trade names, trademarks, service or email address (e.g. [myrootbrand@aol.com](mailto:myrootbrand@aol.com) or [mynamerootwellness@yahoo.com](mailto:mynamerootwellness@yahoo.com)). As an Ambassador, you may not use any of the above, or any derivatives or confusingly similar variations of its mark, in a manner that is likely to cause confusion, mistake or deception as to the source of the products or services advertised.

You may not use Root Wellness™ trademarks, licensed agreement trademarks, or any derivative or confusingly similar variation of its trademarks (e.g. Root Wellness™, Root Wellness blog, Root Wellness forum, etc.) for an Internet search engine or “pay per clicks” service. In addition, you may not use Root Wellness™ trademarks for domain or sub-domain names, web site text, meta-tag list, telephone number, or any other address.

You agree to immediately re-assign to Root Wellness™ any registration of Root Wellness™ names, trademarks or internet domain names registered or reserved in violation of this policy. The provisions of this section survive the termination of the Agreement. Failure to promptly reassign any registration will result in, termination and possible legal proceedings against Ambassador.

If Root Wellness™ determines, in its sole discretion, that a name or mark you are using or over which you have control is a derivative or confusingly similar to any of the Company’s trademarks, you agree to immediately comply with Root Wellness™ instructions for transferring the name.

## **SOCIAL MEDIA**

Social Media may be used by Ambassadors to share information about Root Wellness™. However, Ambassadors who elect to use Social Media must adhere to the Policies and Procedures in all respects. Profiles that an Ambassador generates in any social community where Root Wellness™ is discussed or



mentioned must clearly identify the Ambassador as an Root Wellness™ Independent Ambassador, and when an Ambassador participates in those communities, Ambassadors 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 Root Wellness's™ sole discretion. Please refer to Root Wellness's™ FTC Guidelines for Influencers on Social Media.

Banner ads and images used on these sites must be current and must come from the Root Wellness's™ approved library.

Ambassadors may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Affiliates create or leave must be useful, unique, relevant and specific to the blog's article.

Affiliates are personally responsible for their postings and all other online activity that relates to Root Wellness™. Therefore, even if an Ambassador does not own or operate a blog or Social Media site, if an Ambassador posts to any such site that relates to Root Wellness™ or which can be traced to Root Wellness™, the Ambassador is responsible for the posting. Ambassadors are also responsible for postings that appear on any blog or Social Media site that the Ambassador owns, operates, or controls.

You must disclose your full name on all Social Media postings and conspicuously identify yourself as an Ambassador for Root Wellness™. Anonymous postings or use of an alias is prohibited.

Social Media sites are primarily relationship-building sites. Some social media sites promote commercial use while others prohibit it. It is each Ambassador's responsibility to learn and abide by the social media site's terms of use and policies. This can be located in our back office. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.

Likewise, Ambassadors shall not use any Social Media site to explain the Root Wellness™ Rewards Plan or any component of the Rewards Plan. Your social media site may link only to the Company's website for an explanation of the Rewards Plan.

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Root Wellness™ Rewards Plan, Root Wellness™ products and services, and/or your biographical information and credentials.

If you use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is your responsibility to ensure that you have received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third-party, and you must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.



Always respect the privacy of others in your postings. Ambassadors must not engage in gossip or advance rumors about any individual, company, or competitive products or services. Ambassadors may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

You must ensure that your postings are truthful and accurate. This requires that you fact-check all material you post online. Use of offensive language is prohibited.

Ambassadors may not make any postings, or link to any postings or other material that:

- ✓ Is sexually explicit, obscene, or pornography
- ✓ Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise)
- ✓ Is graphically violent, including any violent images
- ✓ Is solicitous of any unlawful behavior
- ✓ Engages in personal attacks on any individual, group, or entity
- ✓ Is in violation of any intellectual property rights of the Company or any third party.

Do not converse with one who places a negative post against you, other Affiliates, or Root Wellness™. Report negative posts to the Compliance Department at [compliance@therootbrands.com](mailto:compliance@therootbrands.com).

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 Root Wellness™, and therefore damages the reputation and goodwill of Root Wellness™.



In addition to meeting all other requirements specified in these Policies, should an Ambassador utilize any form of social media, including but not limited to Facebook, Twitter, Instagram, Snapchat, LinkedIn, YouTube, or Pinterest, the Ambassadors agrees to each of the following:

- ✓ An Ambassador may post or “pin” photographs of Root Wellness™ products or services on a social media site, but only photos that are provided by Root Wellness™ and downloaded from the Affiliate’s Back-Office may be used
- ✓ If an Ambassador creates a business profile page on any social media site that promotes or relates to Root Wellness™, its products, or opportunity, and the Ambassador’s Root Wellness™ business is cancelled for any reason or if the Ambassador becomes inactive, the Ambassador must deactivate the business profile page.



## **GENERIC BUSINESS ADVERTISEMENTS**

If you advertise in a newspaper or other advertising mediums, the following rules apply:

- ✓ No advertisement may imply that a job, position, salary, or any type of employment is being offered by Root Wellness™.
- ✓ No advertisement of Products or the Root Rewards Plan may promote, represent, or imply salaried positions, management positions, hourly wages, full or part-time employment, or guaranteed incomes. A Root Wellness™ Ambassador position is NOT employment and may not be presented as such. Terms such as “manager trainee,” “management positions available,” “travel provided,” “call for interview,” “positions available,” “now hiring,” and other misleading statements are not allowed.
- ✓ No specific income can be promised or implied, and any references to Rewards must use the word “Rewards” to indicate the Ambassador status of Ambassadors.
- ✓ Advertisements may not contain health claims.
- ✓ You may not use any of Root Wellness’s™ trademarks, trade names or proprietary trademarks of licensed agreements in any advertising.



## **EMAIL AND FAX COMMUNICATION**

Root Wellness™ does not permit Ambassadors to send unsolicited emails unless such emails strictly comply with applicable laws. Please see the Addendum for country-specific rules.

Any unsolicited email sent by you may not promote Root Wellness™, the Root Wellness™ opportunity, the Products, any proprietary trademarks or intellectual property rights of Root Wellness™ or its licensed agreement and must comply with the following:

- ✓ There must be a functioning return email address to the sender
- ✓ There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice)
- ✓ The email must include your physical mailing address
- ✓ The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- ✓ The use of deceptive subject lines and/or false header information is prohibited.
- ✓ All opt-out requests, whether received by email or regular mail, must be honored within two (2) business days.
- ✓ Under United States law (CAN-SPAM Act of 2003), it is unlawful “to use any telephone, facsimile machine, computer, or other device to send an unsolicited advertisement. Electronic mail advertisement means any email message, the principal purpose of which is to pro-mote, directly or indirectly, the sale or other distribution of goods or services to the recipient.”

When sending messages that advertise Root Wellness™, its products, or its opportunity, you must ensure that the message includes:

1. the name, and address of the Ambassador sending the message;
2. a functioning reply method which is valid for at least 60 days after the e-mail has been sent;
1. a notice that advises the recipient he or she may reply to the message to request that future solicitations not be sent to them (i.e. a functioning “opt-out notice”);



4. a clear and conspicuous indication that the message is an advertisement;
5. truthful subject lines/header information (i.e. no false headers or address spoofing).
1. If someone opts out of your electronic communications, you must abide by that request within 10 days after receiving it and stop sending them any further electronic communications.

### **CONSENT TO EMAILS**

We may periodically send commercial emails on behalf of Ambassadors to third-parties, prospective Ambassadors, and prospective Customers. You agree that we may send such emails and that your physical and email addresses will be included in such emails as outlined above.

### **NO UNSOLICITED FAX AND PHONE ADVERTISING**

Except as provided in this section, you may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of your Ambassador position. Robocalls are expressly prohibited.

### **PHONE USE**

You may not answer the telephone by saying “Root Wellness™,” “Root Wellness™ Incorporated,” or by any other manner that would lead the caller to believe that he or she had reached Root Wellness™ corporate offices. You may only represent that you are a Root Wellness™ Independent Ambassador.

### **CORRESPONDENCE**

An Ambassador may only represent that he or she is a Root Wellness™ Independent Ambassador. All correspondence and approved business cards relating to or in connection with an Ambassador position shall contain the Ambassador’s name followed by the term “Root Wellness™ Independent Ambassador.”

### **MEDIA AND MEDIA INQUIRIES**

You must not initiate any interaction with the media or attempt to respond to media inquiries regarding Root Wellness™ or its Products or Services.

All inquiries by any type of media must be immediately referred to Root Wellness’s™ Corporate team at compliance@therootbrands.com, or by calling our corporate office. Additionally, you may not draft, publish, post on the internet, or otherwise dispense verbal or written Root Wellness™ related press



releases or statements to the media. This policy is designed to ensure that accurate and consistent information is provided to the public and to maintain the desired public image.

### **INTERNATIONAL MARKETING**

We own the worldwide distribution rights to the Root Wellness™ Products and Services. Also, to preserve our rights, you may never secure or attempt to secure approval for our Products or business practices; register or reserve the Company names, trademarks, trade name(s), or Internet domain names; or establish any kind of business or governmental contact on behalf of the Company. Your breach of any of these provisions shall require you to indemnify us against any claims, demands, actions, judgments, fines, and penalties.

### **BUSINESS MODELS**

We operate under one of three models. Services operate under a digital/online model. For product we operate under two models (OTG or NFR) in those countries in which we have chosen to do business:

**On the Ground (OTG)** - This is a fully-operational business model. Products are properly labeled and legalized for resale in the country. Product is purchased in local currency and Rewards may be paid in local currency. Marketing material specific to the country is available for Ambassador residing in that country.

**Not for Resale (NFR)** - This is a model of limited activity. They may not sell, distribute, or gift the Product in any way to persons outside their household. They purchase Product from our U.S. or designated office and may receive Rewards in U.S. currency where allowable by law.

### **OPENED COUNTRIES**

Your compliance with this section protects us, you, and our collective ability to conduct business in selected countries. Violation of these policies may result in governmental regulatory action, which may include severe fines, confiscation of property, closure of business operations, or even imprisonment. Accordingly:

- ✓ You shall not engage in blind prospecting without our prior written approval. Many countries have strict privacy laws that forbid blind solicitations. Also, many local laws forbid advertising for leads.
- ✓ You may not advertise for leads without the prior written consent of our designated officer or employee.



- ✓ You shall not import any Product into a market for which that Product is not officially approved. Products are labeled and sometimes formulated for specific countries.
- ✓ You shall not distribute our Sales Tools not approved for the country in which it is intended. Promotional statements from one country's literature may not be appropriate or legal in another country.
- ✓ You may not send any unauthorized Products to another country. Products to be sold in an Opened Country must be obtained directly from that country's Company office or warehouse.
- ✓ You may not seek or participate in media coverage of any kind about Root Wellness™ without prior written approval from us.
- ✓ You may not misrepresent Products or Services of the Root Wellness™ opportunity in the country.
- ✓ You may not make claims or guarantees earnings potential. You may not make claims about our Products, including health claims, unless such claims are included in Official Root Wellness Materials.
- ✓ You must comply with the Policies and Procedures of both the country in which you became an Ambassador and the Opened Country in which you desire to do business.
- ✓ You must understand and comply with the laws of the Opened Country.

### **PRE-MARKET ACTIVITY IN A COUNTRY ANNOUNCED FOR OTG OPERATIONS**

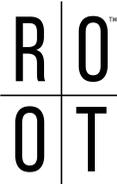
You may not engage in any business activity in an unopened country unless we make a general announcement to all qualifying Ambassadors. Such general announcement will specify the limited business activities permissible in the unopened market, including the date when pre-market activity may commence and the scope of the pre-market activity. Non-compliance with covenants of this subsection or the limitations set forth in the general announcements may result in termination of the Agreement.

### **ENROLLING IN A NOT-FOR-RESALE COUNTRY**

In an NFR ("Not for Resale") country, we only permit persons to import Products for personal consumption only.

### **NO MONTHLY PROCESSING FEE**

There is no monthly processing fee to conduct your Root Wellness™ business. All Sales Tool purchases



are optional.



### **EARNINGS**

If a garnishment or withholding requirement is presented; when required, we may deduct such withholdings from your earnings and remit them to the appropriate government agency, depending on the nature of the claim or process served.

### **INDEMNIFICATION**

You are fully responsible for all verbal and written statements you make regarding our Products, Services and the Rewards Plan which are not expressly contained in our Official Root Wellness™ Materials.

You agree to indemnify Root Wellness™ and Root Wellness's™ directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Root Wellness™ as a result of your unauthorized representations or actions. This provision shall survive the termination of the Agreement and your Ambassador position. Breaches of the policies and procedures shall be considered material breaches for which Root Wellness/ Company reserves the right to seek any and all remedies which may be available to it.

Subject to the limitations set forth in this provision, we shall defend you from claims made by third-party Customers alleging injury from use of a Product or injury due to an allegedly defective Product. You must promptly notify us in writing of any such claim, no later than five (5) days from the date of first receipt of the third-party claimant's notice alleging injury; failure to so notify us shall alleviate any obligation of the Company respecting such claim. You must allow the Company to assume the sole and absolute discretion respecting the defense of the claim, and the use and choice of counsel as a condition to our obligation to defend you.

## **SECTION 5**

### **RETAIL SALES AND ORDERING**

#### **SELLING TO END CONSUMERS**

The Root Wellness™ opportunity is built on selling Products and Services to end consumers. Your primary opportunity as an Ambassador is to develop and maintain Customers. We also allow you to purchase Product that you may use as a sales tool and that you and your family may consume. You agree to not purchase more Product than what you can consume or resell to your Customers in a reasonable period of time.

#### **PARTICIPATION IN THE REWARDS PLAN**

You must fulfill the following sales requirements to be eligible for participating in the Rewards Plan.



Your Affiliate position must be in good standing with us.

### **SALES RECEIPTS**

When making a sale to a Customer, you must provide him or her with an official Root Wellness™ sales receipt, which is available in the Affiliate Back office, at or prior to the time of the initial sale and every sale thereafter. These receipts may set forth any consumer rights afforded by law for retail sales. You must also verbally inform the Customer of his or her cancellation rights, if any, as set forth on the official sales receipt.

When making the sale, you must complete the information required on the sales receipt, including the items ordered, the transaction amount, and the Customer's name, address, and telephone number. You must keep a copy of the sales receipt for your records.

You must keep copies of all Retail Sales Receipts on file for at least seven years. We will maintain documentation for orders placed with you through the Company by your Customers.

### **CUSTOMER SATISFACTION GUARANTEE**

As an Ambassador of Root Wellness™ Products, you shall offer to each Customer a 100%, 30-day money- back guarantee for all Product sales. You are required to honor the terms of the Customer Satisfaction Guarantee and the cancellation and refund policies stated on the Retail Customer Receipt, which is set forth in Addendum B.

## **SECTION 6 ORDERING**

### **BUYING RANK PROHIBITED**

Purchasing Products and Services for the purpose of earning Rewards or achieving rank is prohibited. Ambassadors are also strictly prohibited from engaging in inventory loading or similar practices, which includes the purchase of products in commercially unreasonable amounts. We retain the right to limit



the amount of purchases you may make if we reasonably believe those purchases are being made solely for rank and other qualification purposes instead of for resale or business building.

In addition to other disciplinary measures, we may revoke a rank advancement if it was earned in violation of this policy.

### **RESTRICTED ORDERING PRACTICES**

You shall not order Product through any Ambassador position other than your own unless you have prior written permission to do so from the Ambassador who holds the position; this written permission must be on file with us.

If you violate the provisions of this section, we may restrict or deduct the Volume and Rewards paid to you and to all Ambassadors who earned such Rewards. The deduction of Volume and Rewards will occur in the month in which the related sales occur and shall continue every commission period thereafter until all Volume and Rewards are recovered from you and the Ambassadors who received Rewards from such sales.

### **RETURN OF PRODUCT AND SALES AIDS**

See Addendum B.

### **PRODUCT ABANDONMENT**

An order transaction is considered complete only when the order has been paid for and delivery made. If these conditions are not met within 90 days from the date of order, we reserve the right to determine the outcome of the order and you release us from any further obligation or liability.

### **RETURNED CHECK**

If paying by check, any checks returned by your bank for insufficient funds will be re-submitted for payment. Where lawful, a USD\$40.00 returned check fee will be charged to your account. After receiving a returned check from you or your Customer, all future orders must be paid by credit card, money order, or cashier's check. Any outstanding balance that you may owe us for Non-Sufficient Fund checks and returned check fees will be withheld from your account, though our failure to withhold does not relieve you of your obligation to pay. The fee is due upon placement of the debt on your account with us. Any right to bring a lawsuit for a non-sufficient fund check is expressly reserved.



### **RESTRICTIONS ON THIRD-PARTY USE OF CREDIT CARDS AND CHECKING ACCOUNT ACCESS**

You may not facilitate any Root Wellness™ purchase using a credit card or payment method other than your own unless we have on file an official Root Wellness™ Credit Card Authorization Form prior to the transaction.

This can be obtained by contacting info@therootbrands.com.

### **SALES/TRANSACTION TAXES**

See Addendum A

### **ROOTPRIME**

RootPrime is our optional subscription ordering program. While enrollment is optional, RootPrime ensures that you have:

1. an adequate inventory with which you can service your personally served customers,
2. adequate Product for demonstrations and sampling purposes
3. adequate inventory for personal use.

The RootPrime program eliminates the inconvenience of placing monthly orders manually.

### **CYCLE**

RootPrime orders run on a 30-day cycle. Your order will not be processed on the same day every month, but rather every 30 days. A calendar is provided in every Ambassador's Back Office so you can track when your next RootPrime is scheduled to run. The date of your RootPrime shipment can be changed in the Back Office or by calling Root Wellness™ Support.

### **ROOTPRIME STATUS**

You may modify, deactivate, or reactivate your RootPrime profile at any time. However, any modification or cancellation must be submitted at least three (3) business days prior to the next RootPrime shipment date. Requests made after that may not be effective until the following shipment date.



## SECTION 7

### REWARDS

#### **REWARD QUALIFICATIONS**

As an independent Ambassador, you are entitled to receive Rewards from us pursuant to the currently published Rewards Plan if you are in good standing and in compliance with the terms of the Agreement.

#### **NO EARNING GUARANTEE**

You are neither guaranteed a specific income nor assured any level of profit or success. Your profit and success can come only through the successful retail sale of Products, Services and the retail sales, use, and consumption of our Products and Services by other Ambassadors on your team.

#### **PAYMENT**

We will pay your Rewards within fifteen (15) days following the close of a commission period. For business accounts, we will pay to the business listed on the account; otherwise we will pay to the primary account holder. Without prejudice to our right of termination, we may suspend or revoke payment if you are in breach of any term or condition of the Agreement.

#### **BONUS BUYING PROHIBITED**

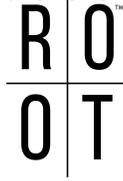
Bonus buying is strictly and absolutely prohibited. Bonus buying includes:

1. Creating a Customer or Ambassador of individuals or entities without the knowledge of such individuals or entities
2. the fraudulent establishment of an individual or entity as an Ambassador or Customer
1. Creating a Customer or Ambassador of non-existent individuals or entities (“phantoms”)
2. purchasing Products or Services on behalf of another Ambassador or Customer, unless authorized herein, or purchasing Products or Services through another Ambassador or Customer’s ID number, to qualify for Rewards
3. purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month; and or
1. any other mechanism or artifice to qualify for rank advancement, incentives, prizes, or reward/rewards that is not driven by bona fide Product purchases by end user consumers. Violation of this provision may result in immediate termination.

#### **ADJUSTMENTS TO REWARDS**

Affiliates receive rewards and commissions based on final sales of products and services to end consumers. When a product is returned to Root Wellness™ for a refund, repurchased by the Company,

ROOT Wellness, LLC 116 Wilson Pike Circle Suite 100 Brentwood, TN 37027 info@therootbrands.com  
or the buyer institutes a chargeback, either of the following may occur at the Company's discretion:





1. the rewards and commissions attributable to the returned or repurchased product(s) will be deducted in the month in which the refund is given or charge back is completed, and continuing every pay period thereafter until the commission is recovered from the Ambassadors who received Rewards on the sales of the refunded products; or
2. the Ambassadors who earned Rewards based on the sale of the returned products will have the corresponding Sales Volume deducted from their Volume in the next pay period and all subsequent pay periods until it is completely recovered.

### **ERRORS OR QUESTIONS**

If you have questions about or believe any errors have been made regarding Rewards, Personal Organization, or charges, you must notify us in writing within 60 days of the date of the purported error or incident in question. We will not be responsible for any errors, omissions, or problems not reported to the Company within 60 days.

### **PROCESSING AND OTHER FEES**

We may deduct from your Reward Plan earnings or charge you a reasonable processing fee for special services or requests for audits.

## SECTION 8

### **BREACH OF CONTRACT AND REMEDIES**

#### **BREACH**

In the event of a breach or failure to perform as required under any provision of this Agreement, Root Wellness™ shall give written notice of such breach to the Ambassador. You agree that Root Wellness™ is not required to give the Ambassador an opportunity to cure. If Ambassador commits a breach of this Agreement or fails to perform as required, Root Wellness™ may in its sole discretion terminate the Ambassador and this Agreement.

This right to termination is in addition to any other remedies available at law, in equity, or under these Policies and Procedures, including the right to recover reasonable attorney's fees and legal expenses. Unless otherwise specified in the notice of termination, the Agreement shall terminate immediately upon issuance of notice of termination.

Any failure to provide a notice of breach or a notice of termination does not waive any of Root Wellness's™ obligations or rights under this Agreement and all such rights and obligations are expressly reserved.



## **COMPLAINTS**

When you have a grievance or complaint with another Ambassador regarding any practice or conduct in relationship to his or her Ambassador position, you should try to resolve it with the other Ambassador. If the matter involves interpretation or violation of the Agreement by that Ambassador, you must report it in writing to Root Wellness™ Compliance department, via email at [compliance@therootbrands.com](mailto:compliance@therootbrands.com) or certified mail, who will review the facts and attempt to resolve the matter.

When you have a grievance or complaint with Root Wellness™ or if you believe that Root Wellness™ has breached the Agreement, you must give notice of the breach to Root Wellness™ and Root Wellness™ shall have 30 days to cure any alleged breach of which you give notice. This notice and opportunity to cure is required before you may pursue any other legal or equitable remedy.

## **GOVERNING LAW AND ARBITRATION**

The State of Tennessee is where the Company accepted you to become an Ambassador and where the Ambassador entered into the Agreement with the Company. The Agreement is therefore governed by and to be construed in accordance with the laws of the State of Tennessee without reference to the conflict of laws principles thereof.

For all claims that arise from or relate to the Agreement, prior to filing an arbitration claim as set forth below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the Parties cannot agree on a mediator, the complaining party shall request the appointment of a mediator by the American Arbitration Association (“AAA”). The mediation shall occur within 60 days from the date on which the mediator is appointed, or as reasonably soon as can be accommodated by the mediator’s schedule. The mediator’s fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney’s fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Williamson County, Tennessee, and shall last no more than two business days.

If the parties are unsuccessful in resolving their claims in mediation, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled through confidential arbitration. The Parties waive rights to trial by jury or to any court. The arbitration shall be filed with, and administered by, the American Arbitration Association in accordance with the AAA’s Commercial Arbitration Rules and Mediation Procedures, which are available on the AAA’s website at [www.adr.org](http://www.adr.org).

Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:

- a. The Federal Rules of Evidence shall apply in all cases;
- b. The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;



- c. The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- d. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Tennessee shall govern all other matters relating to or arising from the Agreement, without regard to principles of conflicts of laws.
- e. The arbitration hearing shall commence no later than 365 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- f. The Parties shall be allotted equal time to present their respective cases;

All arbitration proceedings shall be held in Williamson County, Tennessee. There shall be one arbitrator selected from the panel that the AAA provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including attorney's fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court to which the Parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the cancellation or termination of the Agreement. The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- a. The substance of, or basis for, the controversy, dispute, or claim;
- b. The substance or content of any settlement offer or settlement discussions or offers associated with the dispute.
- c. The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- d. The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- e. The terms or amount of any arbitration award;
- f. The rulings of the arbitrator on the procedural and/or substantive issues involved in the case. Representatives waive all rights to a trial by jury or to any court proceeding. This agreement to arbitrate survives termination or expiration of the Agreement.

Notwithstanding the foregoing, nothing in the Agreement shall prevent either party from applying to and obtaining from a state or federal court in Williamson County, Tennessee (as set forth below in the Agreement) a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its trade secrets and intellectual property rights, trade secrets, and/or confidential information.

In any action arising from or relating to the Agreement, the parties waive all claims to incidental, consequential, exemplary or punitive damages.

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





### **LIQUIDATED DAMAGE**

In any case which arises from or relates to the wrongful termination of an Agreement and/or Ambassador position, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of the Agreement and/or loss of their Ambassador position is proven and held to be pursuant to a breach of contract or otherwise wrongful under any theory of law, Ambassador's sole remedy shall be liquidated damages calculated as follows:

- ✓ For Ambassadors at the "Paid As" rank, liquidated damages shall be in the amount of his/her gross Rewards that he/she earned pursuant to Root Wellness™'s Rewards Plan in the twelve (12) months immediately preceding the termination (Income from one-time Rank Achievement Rewards shall not be included in the calculation).
- ✓ For Ambassadors at the "Paid As" rank of Super Ambassador and above, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to Root Wellness's™ Rewards Plan in the eighteen (18) months immediately preceding the termination (Income from one-time Rank Achievement Rewards shall not be included in the calculation).

Gross compensation shall include commissions and rewards earned by the Ambassador pursuant to Root Wellness's™ Rewards Plan as well as retail profits earned by an Ambassador for the sale of Root Wellness™ merchandise. However, retail profits must be substantiated by providing the Company with true and accurate copies of fully and properly completed retail receipts provided by an Ambassador to Customers at the time of the sale.

INCIDENTIAL, CONSEQUENTIAL, and E

### **COSTS & ATTORNEY'S FEES**

In the event Root Wellness, LLC engages legal counsel to pursue its rights arising under this Agreement, it shall be entitled to recover its reasonable attorney's fees, expert witness fees and costs whether the arbitration or Court action is instituted or not from the other party or Ambassador.

### **EQUITABLE REMEDIES**

Nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect its trade secrets, confidential information, or intellectual property prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding. This provision allows specifically, although not exclusively, either party to seek equitable relief to enforce the confidentiality provisions in this Agreement. Nothing in this provision shall limit a



party from also seeking monetary relief as outlined in this Agreement for damages incurred for a violation of such provisions.



## SECTION 9 DEFINITIONS

**ROOTPRIME** - An optional program in which you place a standing order with Root Wellness™, which we then fulfill every month by shipping Products to you.

**REWARDS** - Monies earned by you, as determined by the Sales of Products and Services you have purchased and resold at retail, and the Group Sales Volume of your team, as set forth in the Rewards Plan.

**REWARDS PLAN** - The method by which you generate Rewards and are compensated for retail sales and sales Volume within your team. The Rewards Plan is a separate document which has been incorporated into, and forms part of, the Agreement between every Ambassador, and Root Wellness™.

**CUSTOMER** - End Consumers of the Products and Services.

**AMBASSADOR** - An Independently operating person or entity who has been accepted by Root Wellness™ as an Ambassador, and whose relationship with Root Wellness™ is governed by the Agreement between the parties.

**ASSOCIATE KIT** - A selection of Root Wellness™ at-cost training materials and business support literature that each new Affiliate has the option to purchase.

**AMBASSADOR POSITION** - The collective rights arising from the Agreement to purchase, sell, distribute, and promote the Products and Services.

**ENROLLMENT TREE** - The structure of your team sales organization

**GROUP VOLUME (GV)** - The point value of Products sold to the team and customers in your Enrollment Tree.

**OFFICIAL ROOT WELLNESS™ MATERIAL** - Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Root Wellness™ to Affiliates.

**OPENED COUNTRY** - A country that we have officially opened for business using an OTG or NFR model.

**PAID AS RANK.** - An Ambassador's "Paid As" rank is the rank or title at which they qualified to earn Rewards under the Root Wellness™ Rewards Plan during the current pay-period. The "Paid As" rank differs from the actual "Achievement Rank," which is the highest title or rank that an



Ambassador has ever achieved under the Root Wellness™ Rewards Plan. All Rewards are tied to Paid As Rank and not to Achievement Rank.

**PERSONAL ENROLLMENT TREE** - Your team organization of Ambassadors you personally referred and those Affiliates whom they personally refer.

**PERSONAL SALES VOLUME (PV/PSV)** - The point value of Products and services you personally sell.

**PERSONALLY, ENROLLED ACTIVITY REPORT (PEAR)** - A report generated by us that provides information relating to the identities of Ambassadors, sales information, and referrals activity of Affiliates in your Personal Enrollment Tree. This report contains confidential and trade secret information which is proprietary to Root Wellness™.

**PLACEMENT** - Your position inside your Enroller's Enrollment Tree.

**PRODUCTS** - Any commodity sold by us that has Sales Volume assigned to it.

**RECRUIT** - The term "Recruit" means the direct or indirect, actual or attempted, solicitation, enrollment, encouragement, or effort to influence in any other way,

**RESALABLE**- Products shall be deemed "resalable" if each of the following elements is satisfied:

1. they are unopened and unused,
2. original packaging and labeling has not been altered or damaged
3. they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and
4. the Product contains current Root Wellness™ labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

**SALES TOOLS** - Any audio or visual device used to promote the Root Wellness™ Products and/or opportunity. It may be printed; electronic; a logo used on clothing, decals, or in any other form.

**REFERRAL ENROLLMENT** -An Ambassador who introduces a Customer to the Company and is identified as the Referral Enroller.

**VOLUME** - The point value assigned to Products sold for purposes of calculating Rewards under the Rewards Plan.



## ADDENDUM A

### **1. MINIMUM ADVERTISED PRICE**

You may not advertise any Root Wellness™ Products at a price LESS than the highest company-published, established retail price of one (1) bottle or one (1) case of the Root Wellness™ Product plus shipping and applicable taxes. No special enticement advertising is allowed. This includes but is not limited to offers of free Ambassadorships, free shipping, or other such offers that grant advantages beyond those available through the Company.

### **2. SALES PROMOTION AND TRAINING**

Regardless of your level of achievement, you should continue to personally promote sales through the generation of new Customers and through servicing existing Customers. You should also motivate and train your team in Product and Service knowledge, effective sales techniques, the Rewards Plan, and compliance with the Agreement, including these Policies and Procedures. Additionally, you are encouraged to provide bona fide assistance and training to Ambassadors in your Tree to ensure that your team Ambassadors are properly operating consistent with the Agreement.

### **3. BUSINESS OPPORTUNITY SPECIFIC CLAIMS**

We recommend using the term “income possibility,” “when discussing the Root Wellness™ Rewards Program. The word “free” should never be used to describe Root Wellness™ products regardless of how they’re obtained.

### **PURCHASING REQUIREMENTS**

Do not impose personal purchase requirements. Do not require or instruct an Ambassador or Customer that they are required to purchase a minimum amount of product to qualify for Rewards. You may say that an Ambassador must generate a certain amount of personal sales volume to qualify for earnings under the Root Wellness™ Rewards Plan.

### **INCOME CLAIMS**

No income claims can be made. Use terms like “income-creating” rather than “wealth-creating.” Do not use the term “passive income” and do not state or imply that the purchase of products is an “investment.” There is only one income-generating activity: the purchase and resale of Root Wellness™ products and services.



## **REWARDS PLAN**

Do not use “purchased” when describing how PSV is acquired. Use terms such as “generated.” An Ambassador shall not make representations relating to Rewards or Life-style “Earnings Representations” under the Rewards Plan, whether to a prospective Ambassador or otherwise. An Ambassador may provide earnings representations found in official Sales Tools, if the Ambassador immediately provides fair, reasonable and timely disclosure of the official Root Wellness™ Statement of Typical Participant Earnings as found in the Rewards Plan.

### **4. GOVERNMENTAL APPROVAL OR ENDORSEMENT**

Neither government agencies nor their officials approve or endorse any companies’ products or services. Therefore, you shall not represent or imply that Root Wellness™, its products, services or its Rewards Plan have been approved, endorsed, or otherwise sanctioned by any government agency or official.

### **1. ADDITIONAL ACTIONS FOR BREACH**

We may take the following actions against you and/or your Ambassador position if you breach the agreement:

We may issue you a written warning or admonition;

We may request you to take immediate corrective measures;

We may suspend your Ambassador position

We may terminate your Agreement

We may institute legal proceedings for monetary and/or equitable relief;

We may take any other measure expressly allowed within any provision of the Agreement or which we deem practicable to implement and appropriate to resolve damages caused partially or exclusively by your policy violation or contractual breach



## **1. TELEMARKETING**

You must not engage in telemarketing relative to the operation of your Ambassador Position and agree to inform yourself of the laws pertaining to telemarketing.

The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Root Wellness™ product or service, or to recruit them to be Root Wellness™ Customers or Ambassadors. “Cold calls” made to prospective Customers or Ambassadors that promote either Root Wellness’s™ products or services of the Root Wellness™ opportunity constitute telemarketing and are prohibited.

Notwithstanding the foregoing, an Ambassador may place telephone call(s) to a prospective Customer or Ambassador (a “prospect”) provided they comply with all applicable United States and/or Canadian federal and provincial privacy laws, including registration with the National Do Not Call List program if applicable, and provided Ambassador places calls under the following limited situations:

- ✓ If the Ambassador has an established business relationship with the prospect.

An “established business relationship” is a relationship between an Ambassador and a prospect based on:

- ✓ The prospect’s purchase, rental, or lease of goods or services from the Ambassador within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or services; or
- ✓ a financial transaction between the prospect and the Ambassador within the eighteen (18) months immediately preceding the date of such a call.

The prospect’s personal inquiry or application regarding a product or service offered by the Ambassador within the three (3) months immediately preceding the date of such a call.

If the Ambassador receives written and signed permission from the prospect authorizing the Ambassador to call. The authorization must specify the telephone number(s) which the Affiliate is authorized to call.

Ambassadors may call family Ambassadors, personal friends, and acquaintances. An “acquaintance” is someone with whom an Ambassador has at least a recent first-hand relationship (i.e., the Ambassador recently personally met him or her). Bear in mind, however, that if an Ambassador makes a habit of “card collecting” from everyone he or she meets and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption.

Thus, if Ambassadors engage in calling “acquaintances,” the Ambassador must make such calls on an occasional basis only and not as a routine practice. In addition, Ambassadors shall not use automatic telephone dialing systems relative to the operation of their Root Wellness™ Ambassador position.



The term “automatic telephone dialing system” means equipment that has the capacity to store or produce telephone numbers to be called, using a random or sequential number generator, and to dial such numbers

#### **A.7 HEADHUNTING FEES PROHIBITED**

While allowing Ambassadors the right to refer other Customers into the Rewards Plan, Root Wellness™ does not pay any rewards, bonuses, commissions or their remuneration, or allow Ambassadors to make similar payments, for mere enrollment. No income is earned for mere recruitment activity. No Ambassador is further permitted to state that income is earned for recruitment or permitted to offer their own rewards for recruitment.

To the contrary, Ambassadors acknowledge that there is only one revenue earning source for an Affiliate, namely the sale of Root Wellness™ products and services to retail customers, and that payment of all bonuses, commissions and other remuneration to Ambassadors under the Rewards Plan are properly to be construed as either payment for the inherent mark-up associated with the resale of Root Wellness™ products and services to retail customers, or as payments in respect of the resale or volume of sales of products or services to others by the Ambassador or other Ambassadors, and any voluntary training, motivation and marketing efforts related to same shall be construed as incidental thereto.

Accordingly, Ambassadors’ remuneration shall be ultimately based on the reselling of Root Wellness™ products and services to retail customers, and no commissions, bonuses, or other business revenues shall be earned from the mere sponsorship or enrollment of any other Customer or Ambassador, or the mere personal consumption by an Ambassador.

Ambassadors are also strictly prohibited from representing that Rewards is payable for anything other than sale of product or services.

### **ADDENDUM B**

#### **B.1 RETURN POLICY (BUY-BACK GUARANTEE) AND CANCELLATION NOTICE**

#### **B.2 RETURN OF PRODUCT UPON TERMINATION**

If either party terminates the Agreement, you may return Currently Marketable Products in your inventory for a refund. You may only return Products that you personally purchased from us for



resale (purchases from third parties are not subject to refund). “Currently Marketable” means that the Products are returned within twelve (12) months from the date of purchase and are in resalable condition; however, Products shall not be considered Currently Marketable if returned for repurchase after the Products’ commercially reasonable usable or shelf life period has passed; nor shall Products be considered Currently Marketable if we clearly disclose to you prior to purchase that the Products are seasonal, discontinued, or special promotion Products and are not subject to the repurchase obligation. Upon receipt of Currently Marketable Products, we will reimburse you 90% of the net cost of the original purchase price(s). Both Shipping and Return Shipping and handling charges incurred by you when the Products were purchased will not be refunded.

Montana Residents: A Montana resident may cancel his or her Agreement within 15 days from the date of enrollment, and may return Products for a full refund within such time.

### **1. RETURN OF PRODUCT - NO TERMINATION**

If you are not 100% satisfied with our Products, you may return them for a refund pursuant to the Agreement provided the Products were purchased within ninety (90) days and are in resalable condition. The refund shall be 90% of the purchase price. Return Shipping and handling charges incurred by you when the Products were purchased will not be refunded. You are also responsible for return shipping charges.

#### **1. REFUSED PRODUCTS**

If you order Products and then refuse delivery, your order is subject to a restocking fee and other procedures for returns herein, and we may charge you for the return shipping costs.

### **2. REFUND PROCEDURES**

To receive a refund, you must comply with the following:

- ✓ Obtain a Return Merchandise Authorization (RMA) number by calling the customer service Services department. This RMA number must be written on each carton returned. RMA’s are valid for 30 days from the date of issue
- ✓ Proper shipping carton(s) and packing materials are to be used in packaging the Product(s) being returned for replacement. All returns must be shipped to Root Wellness™ prepaid

Root Wellness™ does not accept shipping collect packages. The risk of loss in shipping for returned Product shall be borne by you. If returned Product is not received by the Company, it is your responsibility to trace the shipment.

If you are sending Product that was returned to you by your Retail Customer, the Product must be



received by us within ten (10) days from the date on which your Retail Customer returned the Product



to you and it must be accompanied by a copy of the sales receipt you gave to the Customer at the time of the sale.

## **6. REFUNDS TO CUSTOMERS**

If you resell Product directly to your Customer, you must provide the Customer a full refund of all monies paid if the Customer returns the Product to you within thirty (30) days of the sales transaction. We will replace to you the same product when the unused portion of the product along with the signed sales receipt have been received by Root Wellness™.

Root Wellness™ will not refund Ambassadors for retail customer returns.

## **7. CANCELLATION NOTICE**

You must give your Customer two copies of an official Root Wellness™ sales receipt. The sales receipt should be dated and show your name and address. The sales receipt must be in the same language that is used in the sales presentation. The cancellation notice appears on the sales receipt and must be given verbally by you when making a retail sale to a Customer. You must comply with its terms.

## **1. NO REFUNDS ON SPECIAL PRICING**

The Company will not issue refunds on special pricing for events such as annual conventions, training events, designated item number, or special conferences.

Note: Multiple products designated with one item code must be returned as purchased for refund consideration. Partial packages will not be considered complete.

## **ADDENDUM C**

### **HANDLING PERSONAL INFORMATION**

As an Ambassador, you will receive Personal Information from and about prospective Ambassadors, customers and other individuals. Keeping their Personal Information secure not only helps to ensure your compliance with the law, but it also helps you to maintain current customers' and potential customers' trust, which is an important factor in your success. Personal Information is information that identifies, or permits you to contact, an individual. It includes a customer's, potential customer's or other individual's name, address, email address, phone number, credit card information, SSN and other information associated with these details, such as purchases.



## TIPS FOR COLLECTING, USING & DISCLOSING PERSONAL INFORMATION

- ✓ Give the customer notice. Customers want to know why you are collecting their Personal Information and what you plan to do with it, so tell them what you are collecting, why and with whom you are going to share it. Tell them this before or at the time that you collect their Personal Information, and then be sure that you use and share Personal Information only in the ways you promised.
- ✓ Stay up to date. Keep the customers' Personal Information up to date. Remind them to let you know if their Personal Information changes. Keeping your contacts current helps you to stay in touch with them.
- ✓ Share only if necessary. Don't share a customers' Personal Information unless you have a real business reason to do so—and then share only what is necessary, and no other information, and make sure that the other person agrees to use the Personal Information only in the ways you have agreed. Do not talk to one customer about another customer's purchases.
- ✓ Be careful. A customer's information is an asset. Don't communicate it to the general public or to anyone who doesn't have a legitimate need for it. Protect it from unauthorized access or disclosure.
- ✓ Dispose of Personal Information responsibly. When you no longer need a customer's Personal Information, stop using it and dispose of it in a way that makes it unreadable, such as by shredding paper documents.
- ✓ Be very careful with debit and credit card numbers and other sensitive Personal Information. If sensitive Personal Information falls into the wrong hands, customers could become the victim of fraud or identity theft. Consider these steps to help reduce that risk:
- ✓ Pay attention to your surroundings and use good judgment whenever you need to discuss or transmit sensitive Personal Information;
- ✓ Do not share (or ask a customer to share) sensitive Personal Information, including payment information, in an unsecure way, such as by email
- ✓ Keep sensitive Personal Information in a secure place, such as a locked drawer. Do not leave it lying around where someone could see or take it



- ✓ Use similar safeguards if you keep sensitive Personal Information on your computer. For example, use passwords that are not easy to guess, install virus protections, and password protect documents that contain sensitive Personal Information
- ✓ Avoid storing Personal Information on your laptop or another portable device that could be lost or stolen, unless the device is encrypted
- ✓ Unless you have a legitimate business need, do not keep sensitive Personal Information
- ✓ Keeping it for longer than you need it creates unnecessary risk.

## ADDENDUM D

### **CLASS ACTION WAIVER**

Affiliate and Company both agree that neither party shall assert any claim as a class, collective, or representative action if the amount of the party's individual claim exceeds \$1,000. In the event a court of competent jurisdiction declines to certify a class, all individuals shall resolve any and all remaining claims by way of individual mediation/arbitration.

The parties also agree, as set out further in the Policies and Procedures, that all mediation and arbitration shall be brought on an individual basis and not as a class or representative action.

This clause shall be enforceable where the applicable law permits a reasonable class action waiver and shall have no effect where the applicable law prohibits class action waivers as a matter of law. In any case this provision, as well as any other provision, is severable in the event any court finds it unenforceable in the particular case.