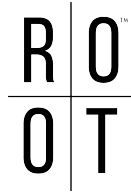




2020 Policies & Procedures

ROOT Wellness, LLC 116 Wilson Pike Circle Suite 100 Brentwood, TN 37027 info@therootbrands.com





ROOT WELLNESS™
POLICIES & PROCEDURES

TABLE OF CONTENTS

INTRODUCTION

SECTION 1 - BECOMING A ROOT WELLNESS™ AFFILIATE

- Requirements to becoming a Root Wellness™ Affiliate
- Application and Acceptance
- Territory
- Affiliate Contractual Rights
- No Personal Product or Service Purchase Required
- Term and Renewal of a Root Wellness™ Business
- Termination
- Effects of Termination
- Beneficial Interest
- Succession and Incapacity
- Effects of Divorce and Business Entity Dissolution
- Changes Involving a Spouse and/or a Closely Held Company
- Change in Form of Business Entity
- Change in Existing Beneficial Interest Holders of a Business Entity
- Limitations
- Sale, Transfer, or Assignment of a Root Wellness™ Business
- Changes to the Agreement

SECTION 2 - OPERATING YOUR ROOT WELLNESS™ BUSINESS

- Code of Ethics
- Root Wellness™ Affiliate Status
- Unfair Competition
- Activity Reports
- Identification
- Product Packaging and Liability
- Insurance
- Reporting Policy Violations
- Corporate Tours
- Correct Information
- Release for Use of Photo, Audio or Video Image, and/or Testimonial
- Endorsement



SECTION 3 - ENROLLMENT

Enrolling Root Wellness™ Affiliate Responsibilities
Enrollment/Placement Change
Re-Application

SECTION 4 - PROMOTING THE PRODUCTS, SERVICES AND OPPORTUNITY

Claims, Sales, and Promotional Activity
Limitations on Offering
Internet Advertising
Other Sales Media
Social Media
Retail Establishments
Trade Shows, Expositions, and Other Sales Forums
Generic Business Advertisements
Email and Fax Communication
Phone Use
Correspondence
Media and Media Inquiries
International Marketing

SECTION 5 - RETAIL SALES AND ORDERING

Selling to End Consumers
Participation in the Rewards Plan

SECTION 6 – ORDERING

The 70% Rule
Buying Rank Prohibited
Restricted Ordering Practices
Return of Product and Sales Aids
Product Abandonment
Returned Checks
Restrictions on Third Party Use of Credit Cards
Sales/Transaction Taxes
SmartShip

SECTION 7 – REWARDS

Compensation & Rewards Qualifications
No Earning Guarantee



Payment
Bonus Buying Prohibited
Adjustments to Rewards
Errors or Questions
Processing and Other Fees

SECTION 8 - BREACH OF CONTRACT AND REMEDIES

Breach
Complaints
Mediation
Confidential Arbitration
Jurisdiction and Venue

SECTION 9 – DEFINITIONS

ADDENDUM A

- A.1 Advertised Price
- A.2 Sales Promotion and Enroller Training
- A.3 Opportunity Claims
- A.4 Governmental Approval or Endorsement
- A.5 Breach of Contract—Additional Provisions
- A.6 Telemarketing
- A.7 Headhunting Prohibited

ADDENDUM B

- B.1 Return of Product upon Termination
- B.2 Return of Affiliate Kit upon Termination
- B.3 Return of Product—no Termination
- B.4 Refused Products
- B.5 Refund Procedures
- B.6 Refunds to Customers
- B.7 Cancellation Notice
- B.8 No Refunds on Special Pricing

ADDENDUM C - HANDLING PERSONAL INFORMATION

ADDENDUM D - CLASS ACTION WAIVER



INTRODUCTION

Welcome to Root Wellness™!

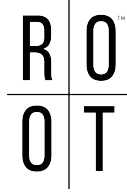
Root Wellness™ is a Social Selling company with a purpose driven business model that enables home-based individuals looking for a fresh start in the Gig Economy the ability to create lasting wealth. Root Wellness™ markets its products and services through individuals like you which we refer to as “Affiliates”. It is important to understand that your success and the success of your fellow Affiliates depend 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 Affiliates. Root Wellness™ is sometimes referred to as “the Company,” “we,” “us,” and “our,” and the Affiliate signing the Agreement is sometimes referred to as “you” and “your.”

When the term “Agreement” is used, it collectively refers to the Affiliate Application and Agreement. These Policies and Procedures along with the Rewards Plan collectively constitute the entire “Agreement” between the parties. Any part of this Agreement may be amended by Root Wellness™ at its discretion from time to time as described in Section 1.

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.

When enrolling a new Affiliate, you must ensure that he or she is provided with the opportunity to review the Affiliate Terms and Conditions of the Agreement, the Policies & Procedures and the Compensation & Rewards Plan prior to executing the Affiliate Agreement.



SECTION 1

BECOMING A ROOT WELLNESS™ AFFILIATE

To become a Root Wellness™ Affiliate, 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
- ✓ Submit a true, accurate and properly completed Affiliate Application and Agreement to the Company
- ✓ Decide if you want to purchase an Optional Affiliate Product Pack

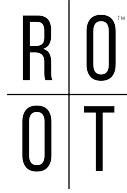
APPLICATION AND ACCEPTANCE

By completing the Affiliate Application and submitting it to us, you are applying to become a Root Wellness™ Affiliate with Root Wellness™.

Your application is accepted when you receive notification of acceptance via e-mail. Upon acceptance, we will establish you a position in the genealogy, and issue to you an identifying Affiliate number.

Please note:

- ✓ We reserve the right to reject any Affiliate Agreement. We will not accept inaccurate or false information. Incomplete, inaccurate, or unlawful Associate Agreements are voidable by us.
- ✓ You are responsible for informing us of any changes affecting the accuracy of your Affiliate Agreement and any subsequent information regarding the account information of your Independent Business.



- ✓ The Agreement is subject to acceptance by Root Wellness™ as stated above before becoming binding with us.

TERRITORY

Acceptance of your Affiliate Agreement authorizes you to purchase from Root Wellness™ products and services for resale to consumers, and to resell those products and services to consumers in the USA and abroad, and to more generally operate your Independent Business in the country for which it is specified.

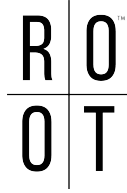
If you desire to enroll as an Affiliate in a country we have officially opened, but you do not physically reside there, please see Section 4. We do not grant exclusive territories to any Affiliate.

ASSOCIATE CONTRACTUAL RIGHTS

Once your Affiliate Agreement has been accepted by us, the contractual rights of the Affiliate Agreement will be available to you as long as your Root Wellness™ Business is in good standing.

These include the rights to:

- ✓ Purchase Root Wellness™ products and services for resale to consumers
- ✓ Sell Root Wellness™ products and services to consumers in accordance with the Policies and Procedures
- ✓ Participate in the Rewards Plan
- ✓ Sponsor other persons to become Affiliates
- ✓ 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™
- ✓ Understand you are a Retail Customer until such time as you have earned a commission



under the Root Wellness™ Rewards Plan. Once you have earned a commission 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™ Affiliate.

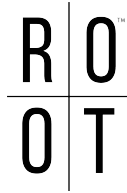
TERM AND RENEWAL OF ROOT WELLNESS™ BUSINESS

There is no annual renewal fee.

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. 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: repeated 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 Affiliate 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 Downline.

BENEFICIAL INTEREST

You may not have a Beneficial Interest in more than one Affiliate position. “Beneficial Interest” means 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 another person, including your spouse or partner interest in your Affiliate position. Also, if you are a business entity, then all individuals possessing a right to control you, including but not limited to your shareholders, officers, directors, or your Affiliates or managers, as the case may be, possess a Beneficial Interest in your Affiliate position and may not hold a Beneficial Interest in another Affiliate position.

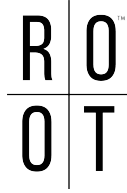
Normally, we deem all persons residing in your household as holding a beneficial interest in your Independent Business. However, if you can provide adequate proof that another adult who is not a spouse is operating an Affiliate position separately from yours, we will waive this rule until circumstances change.

If an active Root Wellness™ Affiliate of your household, Affiliated with your Affiliate 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 Affiliate, no effect will be given to the provisions of this section and the two of you may maintain your Affiliate positions separate and independent. If you are an Affiliate and receive the rights to another’s Affiliate position upon death, we will waive the Beneficial Interest policy, subject to the succession rules herein.

A Corporation (collectively “Business Entities”) may become Affiliates. However, Business entities must submit proof of Business Entity to the Company along with their Affiliate Agreement. 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 partnership or 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.

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



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

SUCCESSION AND INCAPACITY

If you bequeath your rights in your Affiliate position upon death, and such rights are given 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 and completes and delivers an amended Affiliate Application 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 Independent Business due to incapacity, we will recognize your authorized agent to operate the Affiliate 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

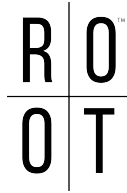
We will not allow an Affiliate position to be partitioned or in any way divided in the event of divorce or Business Entity dissolution. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- ✓ One of the parties may, with consent of the other(s), operate the Root Wellness™ business 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 Affiliate position, whereupon all Rewards paid by us will be paid according to the status quo as it existed prior to the divorce.

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 Affiliate position from the Affiliate account without that party's written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will we divide rewards between divorcing spouses or Affiliates of dissolving entities. We recognize only one downline organization. Rewards shall always be issued to the same individual or entity.

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



in the business entity must wait six (6) calendar months from the date of the final dissolution before re-enrolling as an Affiliate. In either case, however, the former spouse or business Affiliate shall have no rights to any Affiliate(s) in his or her former organization or to any former Customer and must develop the new business in the same manner as would any other new Affiliate.

CHANGES INVOLVING A SPOUSE AND/OR A CLOSELY HELD COMPANY

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

Examples:

(1) Mrs. X is an Affiliate. She may add her husband, Mr. X, to the Affiliate 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 applicants on an Affiliate position. They divorce and by agreement, or court order, Mrs. Y retains all the rights to the Affiliate position and Mr. Y releases, or is ordered to release, all such rights.

An Affiliate 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 Affiliate 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 Affiliate 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 Affiliate 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 Affiliate 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 Affiliate that is a business entity and desires to change to another type of business entity may do so as long as the Beneficial Interests in the business entity do not change. All Beneficial Interest holders of the former business entity must confirm with a notarized or other form of authenticated signature that they agree to the change. Also, a new Affiliate agreement must be submitted by the new business entity. Affiliates of the former entity are jointly and severally liable for any indebtedness or other obligation to Root Wellness™.

CHANGE IN EXISTING BENEFICIAL INTEREST HOLDERS OF A BUSINESS ENTITY

Changes in the Beneficial Interest holders of a business entity, whether by addition or replacement (but not removal or resignation) of a shareholder, director, officer, manager or Affiliate, are deemed to be a transfer of interest and are therefore subject to the right of first refusal procedures.

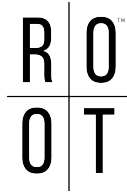
LIMITATIONS

Changes within the scope of the Section relating to a change in existing beneficial interest holders of a business, and the sale, transfer or assignment of a business, and do not include a change of enrollment, is addressed in Section 3 below.

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

The Company discourages the sale of Affiliate positions, the transfer of partial interests in Affiliate positions, and the practice of partnering as a subterfuge for transferring interest. If an Affiliate wishes to 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™ Affiliate position, the following criteria must be met:

- ✓ The Affiliate position being sold must be an active Affiliate position for a minimum of six (6) months immediately prior to the time the request for sale is made
- ✓ The buying Affiliate may not currently have a beneficial interest in an Affiliate position or have had a Beneficial interest in an Affiliate position within the preceding six (6) months



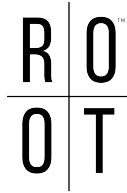
- ✓ The selling Affiliate may not reapply to become an Affiliate under another Enroller for a period of not less than six (6) months after the sale occurs.
- ✓ No changes in line of enrollment can result from the sale or transfer of a Root Wellness™ business
- ✓ In order for the transfer to be processed, 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 discretion and further reserves the first right of purchase.

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 Affiliate Agreement and its prices in its sole and absolute discretion. Notification of amendments shall be posted in an Affiliate'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 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 may elect to accept the amendments or reject them.

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



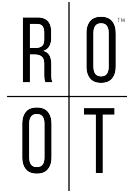
SECTION 2 OPERATING YOUR ROOT WELLNESS™ BUSINESS

CODE OF ETHICS

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

You agree to practice the following ethical behavior when operating your Independent Business. Each behavioral part of the Code of Ethics is material to the Agreement.

- ✓ You will actively work to establish and maintain a retail customer base
- ✓ You will be respectful of every person you meet while operating your Independent Root Wellness™ related Business
- ✓ At all times, you will conduct yourself and your business 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 Affiliates
- ✓ You will not make discouraging, negative, or disparaging claims about Root Wellness™, its management, officers, owners, or other Root Wellness™ Affiliates
- ✓ You will ensure that in all Root Wellness™ business dealings 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 that violate the law
- ✓ 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 downline as is reasonably necessary to assist them in building a retail Customer base and a downline organization
- ✓ You will correctly represent the Compensation & Rewards Plan



- ✓ 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 downline
- ✓ You shall respect the lack of commercial experience of potential applicants and actual retail Customers and downline
- ✓ You shall not abuse the trust of your Retail Customers and downline, nor shall you exploit their age, illness, lack of understanding or unfamiliarity with language.
- ✓ You understand violation of this policy may result in your immediate termination.
- ✓ You will abide by all of Root Wellness's™ Policies and Procedures.

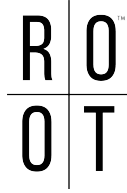
INDEPENDENT BUSINESS ASSOCIATE STATUS

You are an Affiliate. You are not an agent, employee, partner, or joint venture with the Company. You may not represent yourself as anything other than an Affiliate. You have no authority to bind Root Wellness™ to any obligation. Should you be deemed an employee, agent, or dependent contractor by a competent authority or court in any jurisdiction in which you do business, you shall release us from any claim arising from such determination.

For greater clarity the legal relationship between Root Wellness™ and its Affiliates 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, Affiliates shall have complete control and discretion over the operation of their independent businesses including, without limiting the nature of the foregoing, how much or how little time they may devote to their businesses, and shall be entitled to establish their own business goals, business hours, and business methods, policies and procedures. You shall not make any printed or verbal representations that state or imply otherwise.

OWNERSHIP OF TOOLS – The Affiliate shall be responsible for the ownership and acquisition of any business tools, equipment, assets, and expenses, and all business goods, services and intangibles that the Affiliate, in his/her discretion, believes necessary for the operation of its independent business including, without limiting the generality of the foregoing, the location and appointment of his or her business 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



business, all of which shall established and/or acquired by the Affiliate at his/her own expense. The Affiliate shall also maintain such insurance, such as liability, fire and theft insurance, during the term of this Agreement for the benefit of his/her business, in amounts as he/she deems appropriate, and at his/her own expense. Choosing to insure your business is optional.

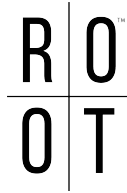
CHANCE OF PROFIT/RISK OF LOSS – Root Wellness™ and the Affiliate agree that all expenses incurred by the Affiliate in the operation of his/her business shall be incurred on his/her own account and be his/her own responsibility. Root Wellness™ and the Affiliate also agree that the terms of the Affiliate’s Rewards under the Agreement is 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 Affiliate’s independent business, rests entirely with the Affiliate, with no “expense reimbursement” or “minimum Rewards” being offered or guaranteed by Root Wellness™ whatsoever.

NO POWER TO BIND - While an Affiliate shall be entitled to inform others that he/she is an Affiliate engaged by 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 Affiliate 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 Affiliates 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 Affiliate.

TREATMENT AS INDEPENDENT CONTRACTOR FOR TAX AND OTHER PURPOSES - Accordingly, the Affiliate 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 Affiliate, you are responsible for compliance with federal, state, and local taxing legislation, as that legislation effects your independent business as an Affiliate. Accordingly, an Affiliate 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 - Affiliates 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 in respect of their business, or their purchases, under federal, state, or other applicable taxing laws. Affiliates acknowledge that as independent contractors, they will not be treated as employees for purposes of, but not limited to, federal and state income tax source withholding requirements, state employment standards rules, federal workers' compensation deductions, And other deductions and that Root Wellness™ is not responsible for any withholdings, and shall not withhold or deduct from my rewards, if any, taxes of any kind. Rather, all Affiliates shall be responsible for paying local, state, and federal taxes due from all Rewards earned as a Root Wellness™ Affiliate, 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.

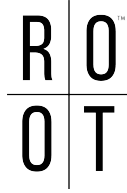
SALES TAXES - Affiliates shall also not be treated as an employee for purposes of any sales tax. If Root Wellness™ is required to charge any such taxes in respect of its supplies of goods or services to Affiliates or to Root Wellness's™ direct retail customers, Root Wellness™ will collect and remit these taxes in respect of its sales as appropriate. However, Root Wellness™ is not responsible for collecting or remitting any sales taxes on an Affiliate's behalf. Rather, all Affiliates 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 imposed on their business, 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 Affiliates of the burdens of collecting and remitting sales taxes. Where applicable, Root Wellness™ will notify Affiliates 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 Affiliate agrees that Root Wellness™ may jointly elect on Affiliate'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, Affiliates shall follow the appropriate procedures.

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



You also agree to be fully responsible for all your verbal and/or written statements made regarding the Products, Services, and the Compensation & Rewards Plan which are not expressly contained in Official Root Wellness™ Materials. You agree to indemnify us against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by you that are outside the scope of the Affiliate Agreement. The provisions of this section survive the termination of the Agreement.

UNFAIR COMPETITION

Violation of any subsection may result in immediate termination.

NOT APPLICABLE TO 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™ Affiliates or Customers to any other Network Marketing business.

TARGETING OTHER DIRECT SELLERS

Targeting Affiliates of another Network Marketing business to be an Affiliate is not supported by the Company. If any lawsuit, arbitration, 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 other kind, as well as attorney's fees and legal expenses, and any other demands arising from or related to your acts or omissions.

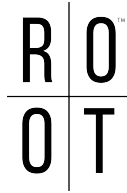
DISPARAGEMENT

You shall not demean, discredit, defame, or make misleading comparisons with other companies, competitors of Root Wellness™, organizations or systems, or Affiliates in an attempt to promote our Products or Services, or to entice another Affiliate to become part of your marketing organization, or to enroll with Root Wellness™.

You shall not use financial enticements or other incentives or seek to persuade an Affiliate 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 Affiliate's organization is fundamental.



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

“Line Switching” means applying for and becoming an Affiliate:

(a) when already an Affiliate

(b) when holding a Beneficial Interest in another Affiliate position; and/or

(c) when less than 6 months have passed since having been an Affiliate or having held a Beneficial Interest in another Affiliate position.

“Cross Enrolling” means the enrollment of another Affiliate (including an Affiliate 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.

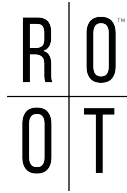
“Enticement” means soliciting, encouraging, offering benefits, or in any way aiding or advising another Affiliate to Line Switch and/or Cross-Enroller.

You shall not use a spouse or relative’s name, trade names, assumed or fictitious names, legal entities, false government issued identification numbers, including SSN, BIN, or other fictitious ID numbers to circumvent this policy. This will result in an Affiliate’s termination.

Because Line Switching, Cross-Enrolling, and Enticement can be so detrimental to us and to the Affiliates 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 Affiliate has breached these covenants.

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

- ✓ terminate the Affiliates in breach
- ✓ terminate the Affiliate positions created as a result of Line Switching (the “Second in Time Affiliate Position”); and leave the Affiliate position enrolled by the Second-in-Time Affiliate Position in 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 waive all claims and causes of action and against Root Wellness™ that arise from or relate to the Company’s disposition of Affiliate positions following an improper Line Switch or Cross Enrolling action.

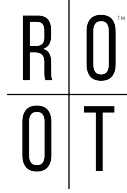


UNETHICAL ACTIVITY

You agree to be ethical and professional at all times when conducting your Root Wellness™ Independent Business.

Accordingly, you agree that you will not, nor will you encourage or in any way condone Affiliates in your Downline to participate in unethical activity. 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 Product or Service
- ✓ Making unapproved income claims
- ✓ Making false statements or misrepresentation 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
- ✓ Making disparaging comments
- ✓ Use of another Affiliate's credit card without express written permission from Root Wellness™ and authorized credit card holder
- ✓ Unauthorized use of our Confidential Information
- ✓ Line Switching, Cross-Enrolling, or Enticement
- ✓ Failure to comply with the sales and promotional activity requirements
- ✓ Engaging in unauthorized premarket activity
- ✓ Personal conduct that discredits the Company and/or its Affiliates
- ✓ Violating the laws of your jurisdiction that pertain to your Independent Business
- ✓ Breaching the Code of Ethics
- ✓ Breaching the Agreement



ACTIVITY REPORTS

We desire to protect you, other Affiliates 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 Affiliate list, including but not limited to all Affiliates; 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, would not provide Activity Reports to you.

You shall not disclose the Activity Reports or information contained therein, other Affiliate information maintained by us any third party, and you may only use such information for purposes of building and operating your Root Wellness™ business.

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

PURPOSE

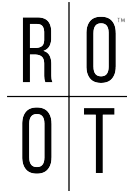
Activity Reports are made available to you for the sole purpose of assisting you in working with your downline organization in the development of your Root Wellness™ business. You may use your Activity Reports to assist, motivate, and train your downline organization.

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 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 or disclosure of Activity Report 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™ business
- ✓ Recruit or solicit any Affiliate listed on any Activity Report or in any manner attempt to influence or induce any Affiliate 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

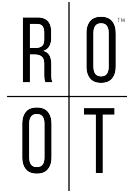
In the event you breach any of the covenants of this subsection on Activity Reports, we may terminate your Independent Business and we may seek injunctive relief to prevent irreparable harm to us or any of our Affiliates. We may also pursue all appropriate remedies under applicable law to protect our 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 downline 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 theory with respect to any subject matter of this agreement or terms and conditions related thereto.

IDENTIFICATION

All Affiliates are required to provide their accurate SSN, Business Number, or equivalent government issued identification number to Root Wellness™ on the Affiliate Application and Agreement 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 relabel, or in any way alter or repackage the Products. Products are to be sold in their original packaging only.

INSURANCE

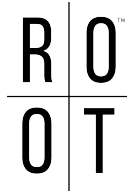
Other than products liability coverage, Root Wellness™ does not extend coverage under any of its policies to Affiliates. If you use your personal property (e.g., car or computer) or your home for business use, such property may not be covered for loss or damage and you release us from any claims arising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

CORPORATE TOURS

You may visit Root Wellness™ corporate owned facilities only at designated times. You must make an appointment in advance to arrange any such visit. At the time of the visit, you are immediately required to sign in at the front desk and must be accompanied at all times by a Root Wellness™ employee.



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, rebroadcast, publish, or republish 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

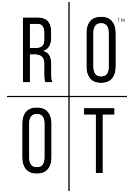
ENROLLING AFFILIATE RESPONSIBILITIES

DISCLOSURE

You must provide the most current version of the Affiliate Application and Agreement, Policies and Procedures, and Rewards Plan to potential applicants you are Enrolling before the applicant signs an Affiliate Application and Agreement. Copies of the Affiliate application and Agreement, Policies and Procedures, and the Rewards Plan can be downloaded from your Back-Office website.

ASSISTANCE

You may assist an applicant in the online enrollment process; however, the applicant must agree to the terms and conditions of the Affiliate Agreement by clicking to submit the application. Do not exert pressure or undue influence on a potential applicant.



PURCHASE

If enrolling an applicant, you may purchase an optional Product Pack if available and only if authorized by the applicant. For Product and Service purchases, please see Section 6.

ENROLLER/PLACEMENT CHANGE

We highly discourage Enroller or Placement changes. However, we recognize such changes are occasionally beneficial. Accordingly, we permit the following exceptions:

- ✓ Change of Enroller -A change of Enroller is permitted only in the first 72 hours following an Affiliate's enrollment (no change of Enroller is permitted following a renewal). To change your Enroller, you must submit an Enroller 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 Enroller. We may require authentication of the signatures. If an Affiliate who is requesting an Enroller change has Personally Enrolled any Affiliates, his or her Personally Enrolled Affiliates shall be moved with him/her, but any other Affiliates in his/her downline will not be moved
- ✓ Change of Placement - As the Enroller, you may request to change the placement of an Affiliate you recently Enrolled by submitting to our Compliance department a new Affiliate Agreement form within 72 business hours to compliance@therootbrands.com. The recently enrolled Affiliate'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 Affiliate has earned Rewards or an achieved rank.

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

RE-APPLICATION

If you are not in breach of the Agreement, you may change your Enroller 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 Enrolling, no attendance at any Root Wellness™ functions, no participation in any other form of Affiliate 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 reapply under a new Enroller. If your Agreement was terminated by us for breach, you must wait eighteen (18) months to reapply.



SECTION 4 PROMOTING THE PRODUCTS AND OPPORTUNITY

CLAIMS, SALES AND PROMOTIONAL ACTIVITY

Because many aspects of the Root Wellness™ opportunity Products and Services are regulated, compliance with advertising law is important for the longevity of your business and ours. 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 in building your Root Wellness™ business.

PRODUCT CLAIMS

You may make 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.

OPPORTUNITY 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.

LIMITATIONS ON OFFERING

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

INTERNET ADVERTISING

Affiliate Websites - If you desire to utilize an Internet web page to promote your Root Wellness™ business, you may do so only through Root Wellness’s™ official website, or if available, through Root Wellness™ approved replicating websites. Affiliates may not use personal or third-party web sites to promote their Root Wellness™ business, use any proprietary or intellectual property rights of Root Wellness™ and/or proprietary or intellectual property rights of its licensed agreements. No reference to the above is allowed through third party names or fictitious names to circumvent the policy.

Online Auctions and Classified Ads - Except as otherwise indicated herein, you agree not to use any online auction or classified ad sites, to market, sell, advertise, promote, or discuss Root Wellness™ Products or Services, the Root Wellness™ opportunity or intellectual rights of its licensed agreements. Prohibited sites include, but are not limited to, Ebay, Amazon and Craig’s List. Violation of this Policy may result in immediate termination.



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 or mynamerootwellness@yahoo.com) As an Affiliate, 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 or 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 Affiliate.

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. A violation of this policy may result in immediate termination.

TEAM WEBSITES

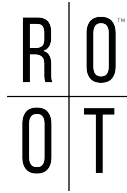
“Team Websites” are not a violation of Root Wellness™ policy prohibiting Affiliates from developing independent websites. A “Team Website” must be password protected and available only to Affiliates within a single line of enrollment. Team Websites must serve only as a forum for communication, training, recognition, connecting and motivating Affiliates within that line of enrollment. Team Websites may not be used for recruiting or sales purposes and may not be shared with prospective Affiliates. Team Websites must comply with all of Root Wellness™ Policies and Procedures.

OTHER SALES MEDIA

Root Wellness™ Products and Services may not be sold or promoted through catalogs or other mass sales mediums, such as magazines, infomercials, television, radio, or other related sales media, unless approved by us. Violation of this policy may result in immediate termination.

SOCIAL MEDIA

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



mentioned must clearly identify the Affiliate as an Root Wellness™ Independent Business Associate, and when an Affiliate participates in those communities, Affiliates 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. If a link is provided, it must link only to the posting Affiliate's Replicated Website.

Affiliates 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 Affiliate does not own or operate a blog or Social Media site, if an Affiliate posts to any such site that relates to Root Wellness™ or which can be traced to Root Wellness™, the Affiliate is responsible for the posting. Affiliates are also responsible for postings that appear on any blog or Social Media site that the Affiliate owns, operates, or controls.

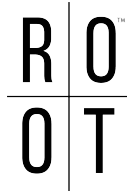
You must disclose your full name on all Social Media postings, and conspicuously identify yourself as an Affiliate for Root Wellness™. Anonymous postings or use of an alias is prohibited.

Social Media sites are primarily relationship-building sites. Some social media sites promote commercial use while others prohibit it. It is each Affiliate's responsibility to learn and abide by the social media site's terms of use and policies. This can be located in our your 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.

Online sales and/or enrollments may only be generated from an Affiliate's Root Wellness™ replicated website. Likewise, Affiliates 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™ income opportunity, 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. Affiliates must not engage in gossip or advance rumors about any individual, company, or competitive products or services. Affiliates 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. You should also carefully check your postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

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

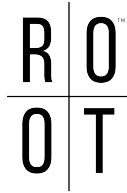
- ✓ Is sexually explicit, obscene, or pornography
- ✓ Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise)
- ✓ Is graphically violent, 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.

Violation of this policy may result in immediate termination.

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.

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™.

Because some social media sites are particularly robust, the distinction between a social media site and a website may not be clear cut. Root Wellness™ therefore reserves the sole and exclusive right to classify certain social media sites as websites and require that Affiliates using, or who wish to use, such sites adhere to the Company's policies relating to independent websites.

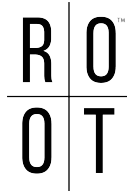


In addition to meeting all other requirements specified in these Policies, should an Affiliate utilize any form of social media, including but not limited to Facebook, Twitter, Instagram, Snapchat, LinkedIn, YouTube, or Pinterest, the Affiliate agrees to each of the following:

- ✓ No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to the Affiliate's Root Wellness™ replicated website.
- ✓ Any social media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote Root Wellness's™ products or services, or the Root Wellness™ opportunity may not link to any website, social media site, or site of any other nature, other than the Affiliate's Root Wellness™ replicated website.
- ✓ During the term of this Agreement, an Affiliate may not use any social media site on which they discuss or promote, or have discussed or promoted, the Root Wellness™ business or Root Wellness's™ products or services to directly or indirectly solicit Root Wellness™ Affiliates for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, an Affiliate shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Affiliates relating to the Affiliate's other direct selling business activities. The provision in this bullet point does not apply to an Affiliate's personally Enrolled Affiliates. Violation of this provision may result in immediate termination.
- ✓ An Affiliate 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 Affiliate creates a business profile page on any social media site that promotes or relates to Root Wellness™, its products, or opportunity, the business profile page must relate exclusively to the Affiliate's Root Wellness™ business and Root Wellness™ products. If the Affiliate's Root Wellness™ business is cancelled for any reason or if the Affiliate becomes inactive, the Affiliate must deactivate the business profile page.

RETAIL ESTABLISHMENTS

You may not sell or promote Products through retail establishments without expressed permission by the Company. A retail establishment is any fixed location where the primary business is to sell products to the public. A request may be submitted to compliance@therootbrands.com.



TRADE SHOWS, EXPOSITIONS, AND OTHER SALES FORUMS

Root Wellness™ provides a Trade Show Request Form in the Affiliate’s Back Office, or upon request through customer service. Affiliates may display and/or sell ONLY Root Wellness™

Products and Services at trade shows and professional expositions, with prior written approval from Compliance.

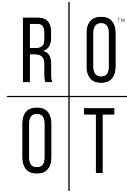
Requests are approved on a first-submitted, first-served basis, and a maximum of one representation per event is allowed. Only one event per Affiliate at a time is permitted. At the completion of each event, an additional request may be made. Root Wellness™ further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of the Products or Services or opportunity.

Approval will not be given for swap meets, garage sales, flea markets, or farmer’s markets as these events are not conducive to the professional image Root Wellness™ wishes to portray.

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 allowed
- ✓ No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part-time employment, or guaranteed incomes. The Root Wellness™ opportunity 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 Affiliate status of Affiliates.
- ✓ Advertisements may not contain references to Root Wellness™ or our Products and Services (i.e., no product mention, no use of Root Wellness™ logo or bottle design, no health claims, or proprietary trademarks of licensed agreements).
- ✓ 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 Affiliates to send unsolicited emails unless such emails strictly comply with applicable laws. Please see the Addendum for country-specific rules.

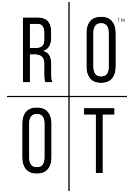
REQUIREMENTS

Any 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 Affiliate sending the message;
2. a functioning reply method which is valid for at least 60 days after the e-mail has been sent;
3. 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).
6. 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 RECEIVE EMAILS

We may periodically send commercial emails on behalf of Affiliates to third parties, prospective Affiliates, 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 Root Wellness™ business.

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 Business Affiliate.

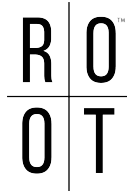
CORRESPONDENCE

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

MEDIA AND MEDIA INQUIRIES

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

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, Services and Opportunity. 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 names, 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:

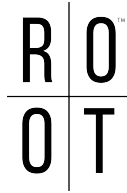
On the Ground (OTG) - This is a fully operational business model. Products are properly labeled and legalized for resale in the country. Product is purchased in local currency and Rewards may be paid in local currency. Marketing material specific to the country is available for an Affiliates residing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

ENROLLING IN AN OPENED COUNTRY

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 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 guarantee of specific earnings potential. You may not make unlawful health claims about our Products.
- ✓ You must comply with the Policies and Procedures of both the country in which you enrolled 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

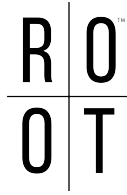
You may not engage in any business activity in an unopened country unless we make a general announcement to all qualifying Affiliates. Such general announcement will specify the limited business activities permissible in the unopened market, including the date when pre-market activity may commence and 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 country, we 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 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 Affiliate Agreement.

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 a 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 use and choice of counsel as a condition to our obligation to defend you.

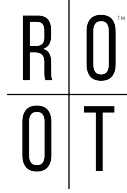
SECTION 5 RETAIL SALES AND ORDERING

SELLING TO END CONSUMERS

The Root Wellness™ opportunity is built on selling Products and Services to end consumers. Your primary opportunity as an Affiliate 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 Affiliate 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

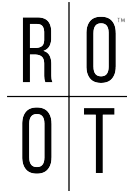
ORDERING

THE SEVENTY PERCENT RULE

You agree that you shall personally sell, consume or use at least 70% of the Product from your previous order prior to placing a new order. No Rewards may be paid to any Affiliate unless it is based on the sale of Root Wellness™ Products to end-users. Affiliates may not purchase products simply to qualify for the Root Wellness™ Rewards Plan.

BUYING RANK PROHIBITED

Purchasing Products and Services for the purpose of earning Rewards or achieving rank is prohibited. Affiliates 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. Violation of this policy may result in immediate termination.

RESTRICTED ORDERING PRACTICES

You shall not order Product through any Affiliate position other than one in which you have a Beneficial Interest unless you have prior written permission to do so from the Affiliate 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 Affiliates 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 Affiliates who received Rewards from such sales.

RETURN OF PRODUCT AND SALES AIDS

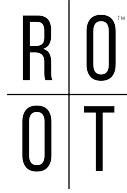
See Addendum B.

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 cheque, any checks returned by your bank for insufficient funds will be re-submitted for payment. Where lawful, a US\$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 owed us by you 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.



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

SMARTSHIP

SmartShip is our optional automatic ordering program. While enrollment is optional, SmartShip ensures that you have:

1. an adequate inventory with which you can service your Retail Customers,
2. adequate Product for demonstrations and sampling purposes
3. if desired, adequate inventory for personal use.

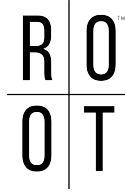
The SmartShip program eliminates the inconvenience of placing monthly orders manually.

CYCLE

SmartShip 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 Affiliate's Back Office so you can track when your next SmartShip is scheduled to run. The date of your SmartShip shipment can be changed in the Back Office or by calling Root Wellness™ Support.

SMARTSHIP STATUS

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



SECTION 7 REWARDS

REWARD QUALIFICATIONS

As an IBO, 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, use, and consumption of our Products, Services and the retail sales, use, and consumption of our Products and Services by other Affiliates in your downline.

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.

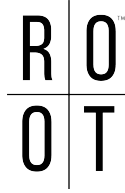
BONUS BUYING PROHIBITED

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

1. the enrollment of individuals or entities without the knowledge of and/or execution of a Affiliate Application by such individuals or entities
2. the fraudulent enrollment of an individual or entity as an Affiliate or Customer
3. the enrollment or attempted enrollment of non-existent individuals or entities as Affiliates or Customers (“phantoms”)
4. purchasing Products or Services on behalf of another Affiliate or Customer, unless authorized herein, or through another Affiliate’s or Customer’s ID number, to qualify for Rewards
5. purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month; and or
6. any other mechanism or artifice to qualify for rank advancement, incentives, prizes, or rewards/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, is repurchased by the Company, 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 Affiliates who received Rewards on the sales of the refunded products; or
2. the Affiliates 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

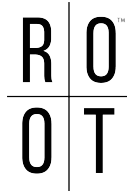
We may deduct from your Reward Plan earnings or charge you a reasonable processing fee for special services or requests for audits.

SECTION 8 BREACH OF CONTRACT AND REMEDIES

BREACH

In the event of a breach or failure to perform as required under the Affiliate Agreement, the non-breaching party shall give written notice of such breach to the party claimed to be in breach. In the event that a breach is not cured in a manner that is acceptable to the non-breaching party within a reasonable time from receipt of written notice of such breach, the breach shall be considered material and a default of the Agreement, and the non-breaching party shall be entitled to terminate the Agreement by delivering notice of termination to the other party.

This right to termination is in addition to any other remedies available at law, in equity, or under these Policies and Procedures. Unless otherwise specified in the notice of termination, the Agreement shall terminate immediately upon issuance of notice of termination.



COMPLAINTS

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

MEDIATION

If either party disputes a matter, prior to instituting arbitration, you and we agree to meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. An individual who is mutually acceptable to the parties shall be appointed as mediator. 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 ten (10) days in advance of the mediation. Each party shall charge you a reasonable processing fee for special services or requests for audits.

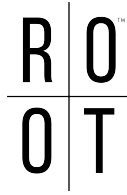
Each party shall pay its own attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in New York and shall last no more than two (2) business days. Mediation involving sums less than \$10,000 may be held telephonically. The Mediation shall be brought on an individual basis and not as part of a class or consolidated action. No mediator may consolidate the claims of more than one person nor preside over any form of representative, collective, or class proceeding.

CONFIDENTIAL ARBITRATION

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration.

GOVERNING LAW AND ARBITRATION

The State of New York is where the Company accepted the offer of an Applicant to become an Affiliate and where the Affiliate entered into the Contract with the Company. The Contract is therefore governed by and to be construed in accordance with the laws of the State of New York without reference to the conflict of laws principles thereof, and the arbitration provisions herein are governed by the Arbitration Act.



MANDATORY CONFIDENTIAL ARBITRATION

Any controversy or claim arising between Company and the Affiliate(s) including any controversy or claim arising out of or relating to the Contract or the breach thereof, or any controversy or claim relating to the business arising between Affiliates, shall be resolved by mandatory, confidential and binding arbitration in New York, to be conducted in the English language.

Affiliate hereby submits to the arbitral jurisdiction set forth herein, and, with respect to any matters not determined by or subject to arbitration, to the personal jurisdiction of the state and federal courts within New York. The arbitration shall be initiated by service of written demand for arbitration on the responding party. Affiliate hereby consents to service of such demand by mail to the address for such Affiliate on file with the Company and waives all rights and defenses as to insufficiency of service of process as may be applicable under the laws of the United States or any other country.

The arbitration hearing of all claims 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. The Parties shall be allotted equal time to present their respective cases.

The arbitration shall be brought on an individual basis and not as part of a class or consolidated action. No arbitrator may consolidate the claims of more than one person nor preside over any form of representative, collective, or class proceeding.

All claims arising from or relating to this agreement shall be brought within two years from the date on which the cause of action arose. the parties waive all other statute of limitations.

This waiver of the statute of limitations shall whether any issue is subject to arbitration under this Agreement.

AWARD

The arbitration award shall be a reasoned award, given in writing, and shall be final and binding on the parties hereto and not subject to any appeal, except as specifically provided in the appeal provision below. Judgment upon the award rendered may be entered in any court having jurisdiction, or, application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be. Execution upon any such judgment shall be governed by the laws of the state of New York, and the parties hereto agree unconditionally to recognize an arbitration award rendered in connection with this Agreement as binding and compulsory and subject to execution pursuant to any applicable laws.



LIQUIDATED DAMAGE

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

- ✓ For Affiliates 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 Affiliates at the "Paid As" rank of Super Affiliate 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).

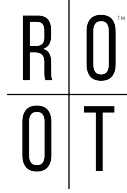
Gross compensation shall include commissions and rewards earned by the Affiliate pursuant to Root Wellness's™ Rewards Plan as well as retail profits earned by an Affiliate for the sale of Root Wellness™ merchandise. However, retail profits must be substantiated by providing the Company with true and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

INCIDENTAL, CONSEQUENTIAL, AND EXEMPLARY DAMAGES

In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary and punitive damages. Notwithstanding the foregoing, this Damage Limitation shall not apply to claims alleging the breach of the non-solicitation or confidentiality provisions contained in these policies.

APPEAL

Should the Arbitrator enter an award against any party for a sum in excess of twenty- five thousand dollars (\$25,000), or enter an award constituting permanent injunctive relief against any party, the party against whom such an award has been entered may appeal the award to a private arbitration



panel of three impartial and independent arbitrators mutually agreed upon by the parties (the “Appeal Panel”).

Any such appeal must be taken by written notice served no later than thirty (30) days after the party has received the written award. If the parties do not agree on three arbitrators within 30 days of the date of the arbitration award, the Appeal Panel shall be judicially appointed in accordance with the Act. The appeal shall be conducted in Vancouver, British Columbia, in the English language. Upon briefing of relevant issues by the parties, and oral argument if requested by the parties, the Appeal Panel shall review and correct the award for:

1. any error of law
2. a failure of substantial evidence to support all or any element of the award, and
3. an error of a mixed question of fact and law. The arbitration panel shall issue a reasoned decision, given in writing, which shall be final and binding on the parties and not subject to any appeal.

COSTS & ATTORNEY’S FEES

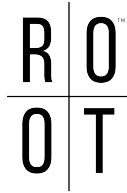
The parties shall equally share the assessed costs associated with the mediation and/or arbitration, including all arbitrator fees, provided however, that the prevailing party in any appeal to the Appeal Panel shall be entitled to recover its share of the costs of such appeal from the non-prevailing party. The parties shall each bear their own attorney’s fees in connection with the mediation, arbitration and any appeal, irrespective of which party prevails and any demand or request made for such fees.

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 non-solicitation and confidentiality provisions in this Agreement. Nothing in this provision shall limit a party from also seeking monetary relief for damages incurred for a violation of such provisions.

JURISDICTION AND VENUE

The parties’ consent to exclusive jurisdiction and venue for any action seeking equitable relief pursuant to the Agreement.



SECTION 9 DEFINITIONS

SMARTSHIP - 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 Downline, 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 downline. The Rewards Plan is a separate document which has been incorporated into, and forms part of, the Agreement between every Affiliate, and Root Wellness™.

CUSTOMER - End Consumers of the Products and Services.

AFFILIATE - An Independent Business Associate whose Affiliate Application has been accepted by Root Wellness™, and whose relationship with Root Wellness™ is governed 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.

AFFILIATE POSITION - The collective rights arising from the Affiliate Agreement granted to you to purchase, sell, distribute, and promote the Products and Services and the Root Wellness™ Business Opportunity.

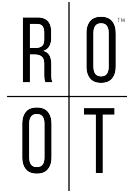
ENROLLMENT TREE - The structure of your downline sales organization

GROUP VOLUME (GV) - The point value of Products sold to the downline 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 Affiliate'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



Affiliate 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 downline organization of Affiliates you personally enrolled and those Affiliates whom they personally Enroll.

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 Affiliates, sales information, and Enrolling 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 at-tempted, solicitation, enrollment, encouragement, or effort to influence in any other way,

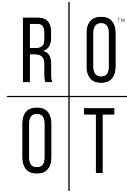
RESALABLE- Products shall be deemed "resalable" if each of the following elements is satisfied:

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.

ENROLLMENT -A Affiliate who introduces an applicant to the Company and is listed as the Enroller on the Affiliate Agreement.

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



ADDENDUM A

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 Affiliateships, free shipping, or other such offers that grant advantages beyond those available through the Company.

A.2 SALES PROMOTION AND ENROLLER 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 to continue to grow your business. You should also motivate and train your downline 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 Affiliates you Enroll to ensure that your downline Affiliates are properly operating their Root Wellness™ businesses.

A.3 BUSINESS OPPORTUNITY SPECIFIC CLAIMS

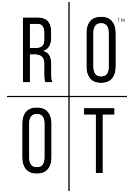
We recommend using terms “income opportunity,” “financial opportunity,” or “home-based opportunity, when discussing the Root Wellness™ opportunity. The word “free” should never be used to describe Root Wellness™ products regardless of how they’re obtained.

PURCHASING REQUIREMENTS

Do not impose personal purchase requirements. Do not require or instruct an Affiliate that they are required to purchase a minimum amount of product to qualify for Rewards. You may say that an Affiliate 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 Affiliate shall not make representations relating to Rewards or Life-style “Earnings Representations” under the Rewards Plan, whether to a prospective Affiliate or otherwise, unless Affiliate is providing earnings representations found in official Sales Tools, and Affiliate immediately provides fair, reasonable and timely disclosure of the official Root Wellness™ Statement of Typical Participant Earnings as found in the Rewards Plan.

A.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.

A.5 ADDITIONAL ACTIONS FOR BREACH

We may take the following actions against you and/or your Affiliate 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 Affiliate position

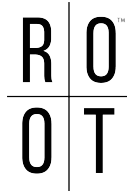
We may terminate your Agreement

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

COMPLIANCE CONDUCT REVIEW COMMITTEE

The purpose of this committee is to review policy violations and determine disciplinary actions. The Compliance department solicits information from all involved parties and presents the same to the committee for final resolution, up to and including termination of an Affiliate Agreement. Once the committee has made a decision, the decision will be communicated to the Affiliate in writing.



A.5 TELEMARKETING

You must not engage in telemarketing relative to the operation of your Affiliate 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 for the Root Wellness™ opportunity. “Cold calls” made to prospective Customers or Affiliates that promote either Root Wellness’s™ products or services of the Root Wellness™ opportunity constitute telemarketing and are prohibited.

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

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

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

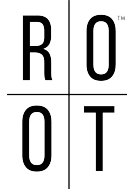
- ✓ The prospect’s purchase, rental, or lease of goods or services from the Affiliate within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or services; or
- ✓ a financial transaction between the prospect and the Affiliate within 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 Affiliate within the three (3) months immediately preceding the date of such a call.

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

Affiliates may call family Affiliates, personal friends, and acquaintances. An “acquaintance” is someone with whom a n Affiliate has at least a recent first-hand relationship (i.e., the Affiliate recently personally met him or her). Bear in mind, however, that if an Affiliate 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 Affiliates engage in calling “acquaintances,” the Affiliate must make such calls on an occasional basis only and not as a routine practice. In addition, Affiliates shall not use automatic telephone dialing systems relative to the operation of their Root Wellness™ businesses.



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

To the contrary, Affiliates acknowledge that there is only one revenue earning event 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 Affiliates 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 Affiliate or other Affiliates, and any voluntary training, motivation and marketing efforts related to same shall be construed as incidental thereto.

Accordingly, Affiliates’ 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 Affiliate, or the mere personal consumption by an Affiliate.

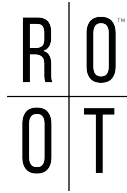
Affiliates are also strictly prohibited from making or representing that Rewards is payable for anything other than sale of product or services.

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.

B.3 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.

B.4 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.

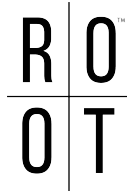
B.5 REFUND PROCEDURES

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.

B.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 Affiliates for retail customer returns.

B.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.

B.8 NO REFUNDS ON SPECIAL PRICING

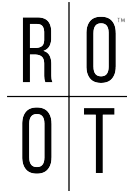
The Company will not issue refunds on special pricing for events such as annual conventions, training events, designated item number, or special conferences.

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

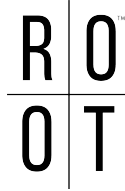
HANDLING PERSONAL INFORMATION

As an Affiliate, you will receive Personal Information from and about prospective Affiliates, 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.