

Root Ambassador Program Terms and Conditions

This document embodies the terms and conditions applicable to the Root Ambassador Program (“the Program”) under which participants in the Program can leverage their website, social media content, and personal network to access rewards by generating business for Root Wellness, LLC (“we,” “us,” “our”). These terms and conditions apply to every participant in the Program, including the party who is presently executing this agreement with us (“you,” “your”), and these terms and conditions are referred to as “the Agreement.” This Agreement represents the exclusive agreement between you and us related to the Program except to the extent of any other individual agreement between you and one of our authorized representatives, if applicable.

1. Program Compliance Requirements

- a. You must comply with this Agreement to participate in the Program and receive any associated rewards and benefits.
- b. We reserve the right to verify your compliance with these terms. You agree to comply with our reasonable requests for information in order to verify your compliance.
- c. If you breach any term of this Agreement and cause us damages as a result, we reserve the right to use those damages we actually suffered as a setoff against any compensation you may be entitled to under the Program, to the maximum extent permissible under applicable law.
- d. If you violate this Agreement, or if you violate terms and conditions of any other applicable agreement with us, then, in addition to any of our other available rights or remedies, we reserve the right to delay payment of any and all income and other benefits otherwise payable to you under the Program, until we are able to determine the appropriate set-off representing damages actually caused to us by you. This remedy is additional to, and not a substitute for, all our rights at law and equity.

2. Our Customers

- a. All individuals that buy products or services from us are our customers. Your participation in the Program does not mean that any of our customers are your customers.
- b. We may change any of our pricing, shipping, marketing, procedures, or other arrangements related to our customers at any time, and you have no right to object to any such changes or to be consulted before such changes are made or become permanent. You agree that, even if the changes we make to pricing, shipping, marketing, procedures, or other arrangements related to our customers cause you actual or potential economic harm, you will hold us harmless from any such harm.

3. Your Relationship with Us; Your Representations to Others

- a. Your participation in the Program does not make you our employee or agent. You must not represent or imply that you are our employee or agent or that you have any authority to make representations or do any acts on our behalf. When practicable, you

should clearly and prominently state the following, or a statement of similar effect, on any blogs, social media posts, emails, or websites where you link to our website using an affiliate code: “I am a Root Ambassador, and I may earn rewards from qualifying purchases.” Except for this disclosure, and other than as required by applicable law, you will not make any public comment with respect to this Agreement or your participation in the Program without our advance written permission. You will not misrepresent or embellish the terms or nature of our relationship with you (including by expressing or implying that we support, sponsor, or endorse you or any individual(s) or product(s) associated with you), or express or imply any affiliation between us and you or any other person or entity except as expressly permitted by this Agreement. You shall refer to yourself as a Root Ambassador or Root Affiliate in any public statement relating to the Program or your relationship with us, and you shall use no other title to describe your relationship with us.

- b. You must not make any unauthorized representations regarding us or any of our products. For the avoidance of confusion, unauthorized representations include claims that any product is intended to treat or cure any condition or disease, claims that we endorse any particular product or service that we do not also sell, and any claims or representations that would violate any applicable national or local law if made by you or by us. In discussing our products with others, you are encouraged to use or include the specific language that we employ on the version of our website applicable to your jurisdiction.
- c. Upon reasonable notice, we may make reviews of Program participants of a specified rank, geographical area, or other category to determine compliance with the Program requirements. These reviews may be periodic or intermittent at our sole option. As part of these reviews, we may require scheduled interviews, completion of knowledge-based tests, and production of communications or other documents related to the Program. You will be required to comply in a timely fashion with all such reasonable requests we make as part of compliance reviews.

4. Your Use of Our Trademarks; Your Statements About Us

- a. You may use any of the brand and product names, logos, designs, and descriptions owned by either us or one of our affiliated companies or individuals (the “Trademarks”) only for the purpose of advertising us, the brands we sell, and our products consistent with the terms and requirements of this Agreement. You may not use the Trademarks to sell any product or services other than our products. You may not make any for-sale or complimentary merchandise (e.g. t-shirts, tote bags, coffee mugs, etc.) that uses our Trademarks unless we consent in writing in advance. You must not alter any of the Trademarks in any way, either by addition, subtraction, or modification of any elements, including content, color and aspect ratio, but not including size of any logos, designs, or images. You must not apply to register any trademark that is confusingly similar to any Trademarks that we hold in any jurisdiction, and you stipulate that we will be entitled to either cancellation or (at our option) transfer of ownership of any Trademark that you register or acquire in

violation of this provision to us or a company of our choosing. You must not register any web domain that is confusingly similar to any of the domains we or our affiliates maintain. You must not use our Trademarks for any unauthorized purpose or in any manner that disparages us or our products or services or that implies any sort of sponsorship or endorsement by us. We reserve the right to monitor all media and public statements you generate that reference or use our Trademarks and to require you to remove any blog post, website listing, social media post, email, or other piece of online or digital media that references or includes our Trademarks. You must not use our Trademarks on any print media unless we previously agree to such use in writing.

- b. You must not make any public statements that serve to or could reasonably be expected to disparage, harm, degrade, or demean any of us, our officers, employees, directors, owners, or agents.
- c. We may from time to time send notices or other communications to you that give further written guidelines regarding prohibited and permitted public statements, and you must comply with any such guidelines to the same extent as if they were written in this Agreement. You agree to regularly monitor for and read all such notices, communications, or guidelines from us, and you will be deemed to have actual and constructive notice of any such notices, communications, or guidelines from us upon sending by ordinary mail or electronic means.

5. Product Education, Advertising Activities

- a. We will from time to time provide and produce educational materials and/or events for you and other Program participants to be more familiar with us, our policies, and our products. We will post these educational materials and notices of any required events to the documents tab of our site, and they may be listed as mandatory for Program participants of a specified rank. You agree to regularly monitor the documents tab of our site and complete all educational materials listed as mandatory for your rank. You agree and acknowledge that we may monitor whether or not you are in compliance with these educational requirements.
- b. All advertising activities you undertake hereunder and all content and information you use in this context must comply with our above-described product education and the applicable laws of each country, state, or municipality in which you do business and of the State of Tennessee.
- c. You shall not, in connection with your relationship with us or position as an Ambassador or participation in the Program, create, utilize, publish, or otherwise disseminate content or information that uses defamatory, insulting, racist, sexist, obscene, or pornographic content.
- d. If we determine that you have violated section b. or c., *supra*, we may terminate your privileges as an Ambassador immediately.
- e. You agree to defend, indemnify, and hold us, our affiliates and licensors, and our and their respective employees, officers, directors, and representatives, harmless from and against all claims, damages, losses, liabilities, costs, and expenses arising from your

violation of any term of this Agreement. In the event of any such claim, damages, loss, liability, cost, or expense arising therefrom, you agree that we will have the right to select counsel and control the strategy of the representation.

6. Your Warranties

You represent and warrant that you will comply with all terms stated in this Agreement and any other agreement you have with us. You represent and warrant that your participation in the Program will not violate any applicable laws, ordinances, rules, regulations, orders, licenses, permits, guidelines, codes of practice, industry standards, self-regulatory rules, judgments, decisions, or other requirements of any governmental authority that has jurisdiction over you or over us. You represent and warrant that you are legally entitled to enter into contracts in both your jurisdiction and in the State of Tennessee (i.e., you are at least 18 years of age and not legally incompetent or otherwise prohibited from contracting). You represent and warrant that you have independently evaluated the desirability and benefits of participating in the Program recognizing it may be cancelled by us at any time with notice. You represent and warrant that any and all information you have provided and will provide to us in connection with the Program is accurate to the best of your knowledge and belief.

7. Terms of the Program; Modification

- a. Any rewards or other incentives you receive as a Root Ambassador will be solely as stated in the Program documents available for review on the documents tab of our site. These Program documents are subject to change as provided herein.
- b. We may modify the terms of the Program documents at any time and for any legitimate business purpose as we reasonably determine. We will notify you of any change in Program terms at least fifteen days in advance. For the avoidance of doubt, in the event a change in the terms of the Program results in reduced rewards or other benefits to you, we will issue you only the rewards earned prior to the change taking effect, except to the extent such credit would violate applicable law.
- c. Nothing in this Agreement or the Program entitles you to expect the Program will continue in its current form at any specific date in the future, and you bear the full risk of any actions you take in reliance on your assumption that the Program will continue unmodified at any particular time in the future.
- d. If we modify the Program and post a notice of the modification to documents tab of our site, your continued participation in the Program following the effective date of the modification will constitute acceptance of the modification.
- e. In the event we determine you were overcredited or undercredited for any Program rewards according to the Program's applicable terms, we may credit or debit your account the corresponding amount. Such credit or debit will issue at least 14 days after we provide you with a notice explaining the basis for and calculation of the credit or debit.

8. Ambassador Misconduct and Corrective Action.

- a. In order to ensure the compliance of Root Ambassadors with the Terms of the Program, including this Agreement and other policies promulgated by us, we may impose penalties on you as provided in this section if you violate Program Terms. The penalties described in this provision are in addition to and not a substitute for our rights of termination as described in Section 9. Nothing in this provision prevents us from terminating as provided in Section 9, and our decision to provide a notice of a violation of Program Terms does not prevent us from terminating at any time thereafter.
- b. If you violate a Term of the Program and we do not terminate this Agreement immediately, we will send you a notice identifying your violation of the Program Terms and requesting that the violation be remedied within a reasonable deadline specified by us in the notice. When possible, we will give guidance in this notice on what steps would adequately remedy the violation.
- c. Following your receipt of the notice, you must promptly correct the violation of Program Terms. If you do not correct the violation within the deadline set by us, then we may impose a penalty equal to 2% of the amount of rewards or other incentives you are entitled to receive in the month in which the notice is sent. Consequently, your rewards and incentives in that month would be equal to 98% of what they would have otherwise been.
- d. If you do not correct the violation within twenty-eight days after receipt of the notice, then we may increase the penalty on your account to 20% of the amount of rewards or other incentives you are entitled to receive in a given month. Consequently, in each month following the month in which the notice is received, so long as the violation is continuing and has not been corrected, your rewards and incentives in each month would be equal to 80% of what they would have otherwise been.
- e. When a violation of the Program Terms is remedied to our reasonable satisfaction, we will remove the penalty applied to your account. If a violation of Program Terms is remedied in the middle of month, then the penalties described in c. and d. above (whichever is applicable) will be prorated according to the number of days in the month during which the violation was continuing.
- f. We expressly reserve the right to claim further damages, whereby in such a case the penalties forfeited and paid in accordance with c. and/or d. shall be set off against such damages claimed.

9. Term and Termination

- a. The term of this Agreement begins on the later of (i) December 1st 2024 or (ii) the day you began participating in the Program.
- b. Either you or we may terminate this Agreement at any time with or without cause by giving the other 30 days' notice or as otherwise provided in this Agreement.
- c. Either you or we may terminate this Agreement at any time effective immediately if (i) the non-terminating party has violated any term of this Agreement and persists in such breach after 5 days' prior notice; (ii) the non-terminating party is engaging in a

course of conduct which poses a reasonable chance of liability for the terminating party; (iii) the non-terminating party has made material misrepresentations, misstatements or omissions of fact; (iv) you have made any statement that in our reasonable judgment may tarnish our impinge our reputation or the reputation of one of our affiliates, employees, officers, directors, or agents; or (v) for a period of at least six months immediately prior to termination you have been continually inactive and your affiliate code has not been associated with any purchases during such period.

- d. Either party's decision not to terminate pursuant to its rights under this provision does not constitute a waiver of the party's right to terminate at any time thereafter.

10. Disclaimer

ANY SERVICES WE MAKE AVAILABLE OR PROVIDE AS A PART OF THE PROGRAM OR ANCILLARY TO THE PROGRAM ARE PROVIDED "AS-IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PROGRAM OR ANY SUCH SERVICES. WE ALSO EXPLICITLY DISCLAIM THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT OR GUARANTY THAT ANY ASPECT OF THE PROGRAM WILL BE CONTINUOUS, WILL BE FOR ANY PARTICULAR DURATION, OR WILL BE FREE FROM INTERRUPTION OF ANY PARTICULAR DURATION. WE DO NOT WARRANT OR GUARRANTY THAT YOU WILL OBTAIN ANY PARTICULAR BENEFIT FROM PARTICIPATING IN THE PROGRAM.

11. Limits on Our Liability

NEITHER WE NOR ANY OF OUR AFFILIATES, EMPLOYEES, OFFICERS, OWNERS, OR AGENTS WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA ARISING IN CONNECTION WITH THE SERVICE OFFERINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, OUR AGGREGATE TOTAL LIABILITY ARISING IN CONNECTION WITH THE SERVICE OFFERINGS WILL NOT EXCEED THE TOTAL INCOME PAID OR PAYABLE TO YOU UNDER THE PROGRAM IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO YOUR MOST RECENT CLAIM OCCURS. YOU HEREBY WAIVE ANY RIGHT OR REMEDY IN EQUITY, INCLUDING THE RIGHT TO SEEK SPECIFIC PERFORMANCE, INJUNCTIVE, OR OTHER EQUITABLE RELIEF RELATED TO THIS AGREEMENT AND THE PROGRAM. YOU AGREE THAT THIS PROVISION IS INTENDED TO COMPLY WITH ALL APPLICABLE LAW, AND THAT IF STRICT AND LITERAL INTERPRETATION OF THIS PROVISION WOULD VIOLATE APPLICABLE LAW, THIS PROVISION SHOULD BE READ AS LIMITING OUR LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. Indemnification

IN ADDITION TO OTHER INDEMNIFICATIONS DESCRIBED HEREIN, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US, OUR AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES) RELATING TO THIS AGREEMENT, THE PROGRAM, OR ANY ACTIONS BY YOU OR ANY OF YOUR AFFILIATES AND AGENTS RELATED TO OR ANCILLARY TO THE AGREEMENT OR THE PROGRAM. IN THE EVENT OF ANY SUCH INDEMNIFICATION, YOU AGREE TO ALLOW US TO SELECT COUNSEL AND CONTROL THE STRATEGY OF THE DEFENSE.

13. Governing Law and Dispute Resolution

- a. This Agreement and all aspects of your participation in the Program will be governed by and interpreted under the law of the State of Tennessee.
- b. Any claim or action brought related to this Agreement or your participation in the Program may be venued solely in the State of Tennessee, except as provided in section 13.c. below. By signing this Agreement, you consent to jurisdiction in Tennessee.
- c. Any claim or action brought by us related to this Agreement or your participation in the Program may be venued in the Federal Republic of Germany if at least one defendant in the claim or action is then domiciled in the Federal Republic of Germany.
- d. You agree that before bringing any action related to this Agreement or the Program, you will first provide us notice of the substance of your claim and give us thirty days following the notice of the claim to negotiate and respond.

14. Miscellaneous

- a. In the event of a conflict between the terms of differing translations of this Agreement, the original English language terms will control.
- b. You must not assign any part of this Agreement without our express approval in writing.
- c. Nothing in this Agreement or your participation in the Program creates a relationship of agency, joint venture, or partnership between us and you. Our relationship with you is solely that of independent contractors.
- d. Any notices you give to us under this Agreement must be sent to admin@therootbrands.com. Any notices we give to you under this agreement may be sent to the email address we have on file for you or may be posted prominently in the documents tab of our site, at our option. Any notice under this Agreement will be effective when given pursuant to this provision or, if given in writing by some other means, will be effective when the party receiving the notice both receives the notice and becomes actually aware of its contents unless otherwise provided herein.

- e. All terms of this Agreement are severable, and a declaration by a court of competent jurisdiction that one provision or aspect of this Agreement is unenforceable will not affect the validity of the remainder of this Agreement. Any provision held to be unenforceable by any court of competent jurisdiction should nevertheless be read to be applicable to the broadest extent consistent with law.
- f. In the event you have a separate written, signed agreement with us, the contrary and additional terms of that agreement will control.
- g. You agree to be completely responsible for any tax liability that results from your participation in the Program or any benefits you receive in connection with the program.