



# POLICIES & PROCEDURES

UNITED STATES – Revised 6.28.2024

The Policies and Procedures of Beneve LLC. contained herein were established to explain and define the rights and responsibilities of Beneve LLC. and its Independent Influencers.

Each Independent Influencer agrees, without reservation, to all the terms and conditions contained herein, and holds Beneve LLC. free from any and all liability that may result from this agreement between the Independent Influencer and Beneve LLC.

## **CODE OF CONDUCT DECLARATION**

Beneve LLC. (“Company”) has established the following code of conduct to guide the appropriate, efficient, and ethical operation of the Company. We require our Independent Influencers and Customers to abide by the letter and spirit of this code, which forms our contract with all registered parties of Beneve LLC.

### **1. Beneve Independent Influencers will:**

- A. Conduct themselves in an ethical and professional manner;
- B. Sell the company’s products in accordance with the marketing plan;
- C. Make it clear to business prospects that success in the Company’s marketing and compensation plan is based on creating product purchases through a large customer based network;
- D. Represent the compensation plan exactly as it appears on the company website;
- E. Be truthful in their representation of the Products and will make no Product claim that is not approved by and/or supported by official Company publications;
- F. Comply with all applicable consumer protection laws and regulations;
- G. Maintain current and accurate information concerning their address, phone number, email, social security number (or EIN).

### **2. Beneve Independent Influencers will not:**

- A. Engage in deceptive, unlawful, or unethical business or recruiting practices;
- B. Engage in high-pressure selling or recruiting practices;
- C. Make misleading sales claims or guarantees concerning the company’s products;
- D. Make misleading claims or guarantees concerning potential earnings;
- E. Enroll minors or persons who are not capable of making an informed decision;
- F. Conduct business activities in countries other than those approved by Beneve LLC.;



# POLICIES & PROCEDURES

continued

G. Purchase Business Volume through another Influencer, or Customer's account within their enrollment, or placement tree to qualify for any bonus or commission;

H. Seek in any way to violate or circumvent Beneve LLC.'s policies;

I. Act in any way that may constitute harassment of any kind. Such conduct may include derogatory or threatening comments, inappropriate sexual behavior, including, but not limited to, unwelcome sexual advances or request(s) for sexual favors, displaying visual images of a sexual nature, physical or verbal harassment, or violent behavior. Independent Influencers are strongly encouraged to report any type of harassment incidents immediately. Company will not tolerate acts or threats of violence and will investigate all reports;

## **Section 1: Becoming an Independent Influencer**

A. Age of Majority. In order to become an Independent Influencer, all Applicants must have reached the age of majority, usually eighteen (18) years of age, in the country and jurisdiction in which they reside.

B. A new Independent Influencer is authorized by the Company to exercise Independent Influencer Rights and operate a business position when he or she joins as an Independent Influencer by submitting the required fields of information on any of the join/enrollment pages of the Company website or upgrades to Influencer from Preferred Customer on the Company website and agrees to these Policies and Procedures.

C. The right to accept or deny any Independent Influencers Agreement/request to enroll remains solely with the Company.

D. An Independent Influencer may be required to provide the Company with proof of residency, work authorizations, and ability to legally conduct business in the country in which they are conducting business. All Independent Influencers are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to the Company either on the Independent Influencer Agreement, or at the Company's request. Upon enrollment, the Company will provide a unique Independent Influencer Identification Number to the Independent Influencer by which they will be identified. This number will be used to gain access to the Company back-office, place orders, track commissions/bonuses.

E. Enrollment and Active Status. In order to activate Membership as an Independent Influencers, members are required to pay an annual back-office suite and website fee of \$39.95 (USD). Independent Influencers are NOT required to purchase product(s) themselves; however, customer orders may count towards an Influencers PV (Personal Volume) requirement (above 42PV), so that the Influencer can qualify for all available commissions within the Beneve Compensation Plan. Customer orders are those orders processed through an Independent Influencer's replicated website. Influencers need to achieve a minimum of 80PV or 100PV each calendar month, depending on their qualified rank in order to fully access the compensation plan.



# POLICIES & PROCEDURES

continued

F. Business Entities. If the Independent Influencer is using a Business Entity, the Applicant may also be required to provide an Identification Number for the Business Entity, and a Statement of Beneficial Interest, which must include the signature and Identification Number or other personal identification number of every Person having a Beneficial Interest in the Business Entity. To verify the form of the Business Entity, Beneficial Interest holders, and authorized signatories, the Company may require, at any time, the Applicant to submit a copy of its articles of organization, articles of incorporation, or other charter documentation.

G. Identification Number. For tax reporting (where required) and identification purposes (where permitted by law), the Company requires Applicants, in accordance with provision D of this Section above, to provide the Identification Number or other personal identification number. Failure to provide this number may result in rejection of the Application, or cancellation of the Membership, or commissions withheld until the tax identification number is provided.

H. Inaccurate Information. If the Company determines that the Independent Influencer Agreement or the Statement of Beneficial Interest contains willfully inaccurate or false information, it may immediately terminate a business position or declare the Independent Influencer Agreement null and void from its beginning. Further, it is the obligation of the Independent Influencer to report to the Company on an ongoing basis any changes (address, phone #, etc.) that affect the accuracy of the Independent Influencer Agreement (hereinafter, "Contract").

I. Term. The Contract is valid for the period of one (1) year from the Date of Sign-up. Each year thereafter, the Independent Influencer Contract may be renewed by paying an annual renewal fee of \$39.95.

J. Non-Exclusive Territory. The authorization of an Independent Influencer to exercise Independent Influencer Rights and operate a business position hereunder does not include a grant of an exclusive franchise, or territory to an Independent Influencer, nor is an Independent Influencer allowed to make such claims.

K. Household. Only one (1) adult per household may enroll with Beneve as an Influencer. This provision also applies to any other business entities owned by members within the same household. This does not apply to Customers.

## **Section 2: Obligations of an Independent Influencer and Managing a Position**

A. Compliance. An Independent Influencer shall comply at all times with each of the terms and conditions of the Contract.

B. Independent Contractor. An Independent Influencer is an independent contractor and is responsible for his or her own business expenses, decisions, and actions.

1. An Independent Influencer shall not represent himself or herself as an agent, employee, partner, or joint venture with the Company. An Independent Influencer shall not make purchases or enter into any transactions in the Company's name. An Independent Influencer's work hours, business expenditures, and business plans are not dictated by the Company. An Independent Influencer shall make no printed or verbal representations which state or imply otherwise.



# POLICIES & PROCEDURES

continued

2. An Independent Influencer is fully responsible for all of his or her verbal and/or written statements made regarding Beneve LLC.'s products, services, and the compensation plan, which are not expressly contained in official Company materials. The Independent Influencer agrees to indemnify the Company against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by the Independent Influencer that are outside the scope of the Contract. The provisions of this Section survive the termination of the Contract.

C. Compliance with Laws. In conducting its Independent Influencer Business, an Independent Influencer must comply with all applicable national and local laws, regulations, and ordinances. An Independent Influencer shall not violate any laws which apply to unfair competition or business practice, including any law that prohibits the advertising, offer to sell, or sale of Products at less than the wholesale price of the Products.

D. Offerings. An Independent Influencer may not offer or promote any non-approved non-Company plans, incentives, opportunities, or non-approved Sales Tools in conjunction with the promotion of Beneve LLC. Products.

E. Retail Sales. Achieving success as an Independent Influencer requires time, effort, and commitment. There are no guarantees of team commissions. A successful Independent Influencer's Business requires regular and repeated Retail Sales of Products by the Independent Influencer. Retail Sales by an Independent Influencer's Downline Organization also contribute to the success of an Independent Influencer's Business. The Company encourages Retail Sales be made to at least two Customers monthly by all Influences. At the rank of Star and above, there exists a specified number of active customers that each Influencer must have to be "paid as" a 1 Star or higher rank. All Independent Influencers are required to keep records of Retail Sales for at least one (1) year, and the Company randomly monitors compliance with Retail Sales requirements of its Independent Influencers. Each Product purchased by Retail Customers is automatically counted on a monthly basis towards Customer Sales requirements.

F. Negative Statements. An Independent Influencer will make no disparaging, misleading, inaccurate, or unfair statements, representations, claims, or comparisons with regard to:

1. The Company, its Products, its commercial activities, or its Independent Influencers; or
2. Other companies, including competitors, their services, products, or commercial activities.

G. Unethical Activity. An Independent Influencer must act in an ethical and professional manner at all times when conducting business as a Beneve Independent Influencer. An Independent Influencer will not engage in unethical activity. Examples of unethical activities include, but are not limited to the following:

1. Use of another Independent Influencer's credit card without express permission;
2. Unauthorized use of any Company Confidential Information;
3. Cross-Company Recruiting (including aiding and abetting another to Cross-Recruit);



# POLICIES & PROCEDURES

continued

4. Making unapproved claims about the Product;
5. Making income claims about the Independent Influencers Business, which are not compliant with the provisions of the Policies and Procedures;
6. 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 Products;
7. Personal conduct that discredits the Company and/or its Independent Influencers;
8. Violating the laws and regulations pertaining to the Independent Influencers Business;
9. Failing to meet Independent Influencer responsibilities;
10. Violating the Code of Ethics;
11. Violating these Policies and Procedures.

H. Cross-line Recruiting. The Independent Influencer is prohibited from engaging in Cross-line Recruiting with another Beneve Influencer.

I. Cross-Company Recruiting. If an Independent Influencer did not personally sponsor another Beneve LLC. Independent Influencer, he or she is prohibited, during the term of their Contract and for one (1) year following the date of termination of the Contract of the person being recruited, from recruiting that Independent Influencer to sell or purchase products or services other than those offered by Beneve LLC. The Independent Influencer stipulates and agrees that recruiting constitutes an unreasonable and unwarranted interference with the contractual relationship between the Company and its Independent Influencer, conversion of the Company's property, and misappropriation of the Company's trade secrets. The Independent Influencer further stipulates and agrees that any violation of this rule will inflict immediate and irreparable harm on the Company, and that the Company shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary, and permanent injunctive relief without bond; and that such injunctive relief may extend the post termination period of this restriction for up to one (1) year from the date of the last violation of this provision. The provisions of this Section survive the termination of the Contract. Nothing herein waives any other rights and remedies the Company may have in relation to the use of its Confidential Information or any other violations of the Contract.

J. Non-Solicitation. Independent Influencers shall not publicly, through social media or through any other means, actively recruit people that are not directly sponsored by the Independent Influencer into another direct sales / network marketing company.

For purposes of these Policies and Procedures, Recruit shall mean the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party, another Independent Influencer or customer to enroll or participate in another multi-level marketing, network marketing, or direct sales opportunity.



# POLICIES & PROCEDURES

continued

K. Resolving Disputes. An Independent Influencer must conduct all activities in the best interests of the Company. Upline leaders shall use their best efforts to resolve disputes in their Downline Organizations. Any personal disputes between Independent Influencers should be resolved quickly, privately, and in the best interests of their business interests.

L. No Claims of Unique Relationship. An Independent Influencer may not allege or imply that he or she has a unique relationship with, advantage with, or access to the Company executives or employees that other Independent Influencers do not have.

M. Detrimental Conduct. If any conduct by an Independent Influencer or any participant in the Influencers business is determined by the Company to be injurious, disruptive, or harmful to the Company, or to other Independent Influencers, the Company may take appropriate action against an Independent Influencer, as the Company deems necessary, including barring attendance at corporate events, leadership and or suspension pending the outcome of a compliance investigation.

N. No Reliance. An Independent Influencer may not rely on the Company to provide legal, tax, financial, or other professional advice of any kind.

O. Insurance. The Company carries a commercially reasonable amount of product liability insurance. Since laws differ according to jurisdiction, the Company encourages its Independent Influencers to consult with an attorney regarding the extent of their personal legal liability with respect to their independent businesses.

P. Privacy of Independent Influencers Information. An Independent Influencer authorizes the Company to disclose its contact information to the Independent Influencer's Upline, and to the Independent Influencer's Downline Organization three (3) enroller generations below, or to those Independent Influencers for whom the Independent Influencer is the closest Upline. The contact information may be used only for the Independent Influencers Business.

Q. Notification of Adverse Action. An Independent Influencer shall immediately notify the Company in writing of any potential or actual legal claims from third parties against the Independent Influencer arising from, or associated with, the Independent Influencers Business or the Downline Organization that may adversely affect the Company. After notifying the Independent Influencer, the Company may take any action necessary to protect itself, including controlling any litigation or settlement of the legal claims. If the Company takes action in the matter, the Independent Influencer shall not interfere or participate in the matter.

R. Testimonials: All testimonials must be reviewed and approved by Beneve before use. Release for use of Photo, Audio, or Video Image, and/or Testimonial Endorsement. The Company may take photos, audio or video recordings, or written or verbal statements of an Independent Influencer at Company events or may request the same directly from an Independent Influencer. The Independent Influencer agrees to and hereby grants the Company 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



# POLICIES & PROCEDURES

continued

in the name of the Company, or in any other name. Regardless of any other agreements or contracts the Independent Influencer may have with any other entity, the Independent Influencer agrees that any use by the Company as set forth in this Section shall be royalty free, is a work made for hire, and is not subject to any other claim. The Independent Influencer agrees to defend and indemnify the Company against any claims by any other party arising out of the Company's use of the rights granted herein. The Independent Influencer confirms that the information he or she may give as a testimonial endorsement, or as represented in a photograph, video, or audio is true and accurate to the best of his or her knowledge. The Independent Influencer waives any right he or she may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic, or video matter, which may be used in connection with it or any use that may be made of it.

S. Conducting the Independent Influencers Business Internationally. An Independent Influencer has the right to operate in any Authorized Country where the Independent Influencer may lawfully conduct the Independent Influencer Business. It is an Independent Influencer's responsibility to comply with all national and local laws, ordinances, and regulations when conducting Independent Influencer Business in any Authorized Country.

1. Only with the Company's approval, an Independent Influencer may attempt to secure approval, licensing, distribution and/or registration for products or business practices, trademarks, trade names, or Internet domain names, or establish any kind of business in international countries and markets on behalf of the Company.

2. An Independent Influencer may not sell, distribute, license, or register products or business practices, use trademarks, trade names, or Internet domain names in any country without approval of the company.

## **Section 3: Compensation**

Beneve LLC. Independent Influencers may participate in our compensation program as outlined on the Pay Plan page of the website. Commissions are paid as outlined on the Compensation Plan page of the website. All Independent Influencers understand BEFORE joining or purchasing any product that there is NO GUARANTEED EARNINGS. Independent Influencers understand that any and all content on the website is not to reflect earnings, but to be used only for hypothetical demonstration purposes and does not mean anything in terms of commissions.

Independent Influencers should not participate in Beneve LLC. under the expectation of earning income without referring new Independent Influencers, and or Customers. Neither Beneve LLC., nor its Independent Influencers can guarantee earnings simply by becoming an Independent Influencer. Beneve LLC. Independent Influencers should not participate in Beneve LLC. opportunity if their goal is to generate an income, but they are not planning on sharing the products with others.



# POLICIES & PROCEDURES

continued

Beneve LLC. Independent Influencers shall always present accurate information like proper disclaimers and access to the Income Disclosure Statement when encouraging prospects to join Beneve LLC. opportunity. Most Independent Influencers earn less money each month in the compensation program than they are paying for their products. Although it is possible, Beneve LLC. Independent Influencers should NOT expect to make a profit simply by becoming an Independent Influencer, as it is very possible that will not occur.

Beneve LLC. cannot guarantee that Independent Influencers will earn a profit by implementing the training materials provided. Training materials are for educational purposes only. No Independent Influencer should spend money that they cannot afford to spend to purchase products, advertising materials, or anything else related to Beneve LLC. It is certainly possible that if you fail to apply a strong work ethic, you will NOT earn any income as an Independent Influencer of Beneve LLC.

A. Earnings. Commissions are paid to Independent Influencers who qualify pursuant to the Compensation Plan and who are in compliance with the Independent Influencer Contract. An Independent Influencer's success is only achieved through the regular and repeated qualification of set minimum standards achieved by way of volume metrics. As the success of any Independent Influencer depends largely on their personal efforts, the Company cannot and does not guarantee any level of profit or success, nor does it guarantee an Independent Influencer a specific income. An Independent Influencer does not receive compensation for sponsoring or recruiting other Independent Influencers. The only way to earn Commissions is through the sale of Products.

B. Product Sales. Beneve LLC. business model is built on sales to the consumer. Beneve LLC. encourages its Independent Influencers to only purchase product inventory that they and their family will personally consume or will be resold to others. Independent Influencers must never attempt to influence any other Influencer to purchase more products than they can reasonably use or sell to customers in a month.

Purchasing products solely for the purpose of collecting bonuses or achieving rank is prohibited. Beneve LLC. does not require its Independent Influencers to purchase products as a condition to qualify for commissions. Beneve LLC. retains the right to limit the number of purchases an Independent Influencer may make if, in Beneve LLC.'s sole judgment, Beneve LLC. believes those purchases are being made solely for qualification purposes instead of for consumption or resale.

C. Payment. The Company will pay Commissions to qualified Independent Influencers on Product orders which: (i) Are received by the Company before the end of the Commission period, and (ii) have been fully paid for with appropriate payment.

1. Commissions are paid in the name of the Person or Business Entity listed in the Payment Option of the back-office. When no payment option is selected, commissions will be held and accrue until selected.





# POLICIES & PROCEDURES

continued

2. Unilevel Commissions, Unilevel Check Matching, Star & Ambassador Bonus Pools, LifeStyle Bonus, CRB, Power of 3 and Rank-Up Bonuses are paid on, or before the 15th of the following month in which they were earned. These monthly commissions will be accumulated from 00:01 PST on the first day of the month through 11:59 PST on the last day of the month. Any returned product CV (Commissionable Volume), which an Influencer has previously received compensation for, will be “clawed back” and deducted, as well as documented on commission reports.

3. Retail & Fast Start (First Order) Bonus Commissions are paid each Friday for the previous week’s new commissionable volume, which ends on the previous Thursday at 11:59pm PST (Pacific Standard Time). For a Retail or Fast Start Bonus to be included in a weekly commission run, the order must be placed between 00:01am PST on Friday and 11:59pm PST Thursday.

D. Commissions will be via an Influencer’s back-office wallet.

E. Minimum Payment Amount. Independent Influencers will select how they choose to get paid on the Payment Options page. The minimum amount for payment of commissions is fifteen dollars (\$15.00 USD). Commissions less than the minimums for a pay period will accumulate until they equal or exceed the minimum payment amount for the payment option selected.

F. Unpaid Commission Payments. The Company makes every effort to ensure that an Independent Influencer receives their commission payments. However, if a commission payment is unpaid due to insufficient information or other reasons beyond the control of the Company, the payment will be held for the benefit of the Independent Influencer for 180 days.

G. No Manipulation: Manipulation of the Compensation Plan is strictly prohibited and if discovered, will result in disciplinary action. Manipulation of the Compensation Plan includes, but is not limited to, an Independent Influencer purchasing, to qualify for various Ranks or Commissions, large quantities of Product that are not sold through the direct marketing channel, placing orders in his/her Downline Organization, and any other actions that may violate state, or federal pyramid scheme laws. Such manipulations will result in the suspension and the initiation of a Compliance Investigation. If the Compliance Investigation finds evidence of any of the aforementioned violations, discipline may, at the discretion of the Company, result in a further extension of the Influencers suspension, and or termination, which is appealable for review by the IAC & CEO.

## **Section 4: Ordering Company Products**

A. Inventory. As the Company requires only minimal personal product purchases by its Independent Influencers, an Independent Influencer must use his/her own judgment to determine the amount of inventory they will need above their personal use product order to sustain their projected Retail Sales.

1. All shipping and handling costs are based on delivery location and the weight, and or dimensions of Products ordered.

2. Unauthorized use of another Person’s credit card is prohibited.



# POLICIES & PROCEDURES

continued

D. Back Orders. If the Company is temporarily out of stock on a product that has been ordered, an Independent Influencer will receive a “back order” notice with his or her shipment. Backorders are filled first as new inventory arrives. CV on back orders is credited to the month in which payment for the original order was received by the Company.

## E. Subscribe & Save/Autoship Program.

1. An Independent Influencer may choose to participate in the Subscribe & Save/Autoship (automatic monthly delivery) Program. Beneve LLC. offers an optional auto-delivery program that may be established at any time through the submission of the Order Product page of the website. Subscribe & Save/Autoship delivery will be charged at a set time of choice during the month, and the Product will be shipped at that set time thereafter. The Independent Influencer may obtain tracking numbers from the Company after the Product has been shipped.

2. There is no limit as to how many autoship orders an Independent Influencer may set up, or how many products are included in each autoship order. All orders will be shipped to the Shipping Address in the Personal Info section of the website. If an order fails for billing reasons, the company will attempt to bill the payment method on file for each of the next 10 days in an attempt to fulfill the Influencer’s order.

3. To change or terminate one’s Subscribe & Save/Autoship order, the Independent Influencer may cancel the order in the Product Order section of their website. Auto-delivery orders may be canceled at any time up to 24 hours prior to the scheduled ship date.

## F. Sales Tax.

1. Sales tax is collected on the Product’s suggested retail price and is calculated using the applicable rates for the location to where the product is shipped. The Company will collect and remit sales tax to the proper taxing authority.

## G. Returns, Refunds, and Exchanges.

Beneve offers a 90-day return policy on the initial order and a 30-day return policy on subsequent orders. If a Customer or Influencer wishes to return a product, they must notify Customer Support of their intention to return products at the following email address: [support@beneve.com](mailto:support@beneve.com). In addition to notifying Customer Support of your intention to return products, you must provide a list of the unopened products you will be returning, along with your name, your Beneve Influencer account ID number, and the order number in which you received the products. If you do not provide adequate account information, this may delay the return process. Refunds will not be considered on orders older than 90 days. You must contact support within 90 days of the date of your order for a refund. No refunds, exchanges, or credits will be considered for orders older than 90 days.



# POLICIES & PROCEDURES

continued

Our product refund ONLY covers unopened, sealed, undamaged, and resalable condition packaging **(excluding 4-Day Limitless Xperience Sampler(s), which are non-refundable)**. The original packaging must not be opened, and all individual packets/sachets must equal the quantity distributed in the original fulfillment to meet the return policy requirements. You may be requested to provide pictures of your Beneve LLC. packing slip and/or of the products you wish to return. Your returned products should be adequately packaged to prevent damage during return shipment. In the event boxes are dented, ripped, damaged, etc. upon return receipt they cannot be restocked, and thus will not be refunded. Any product that is opened, or packaging that is not intact (damaged or otherwise) upon receipt will not qualify for refund or exchange. Upon receipt of the Shipping Vendor Report registering the receipt and reviewing the condition of the product returned, we will offer refunds on products returned in unopened, sealed, undamaged, and resalable condition, at which point you will be notified by email. **Please note that returned products received that meet our return policy requirements will be subject to a 10% restocking fee.** Please be advised that shipping and tax charges are nonrefundable, and we will only accept returns that fall within the requirements of our return policy. There are no refunds on any food products (pancake/waffle mix).

Any product that is returned to us and meets all return policy guidelines listed above will qualify for a refund to the original payment source. If the refund/credit is declined for any reason to the original credit/debit card used for the purchase. Any product that is returned to us and meets all return policy guidelines will also be eligible for an exchange for an alternative product of the same value. If an exchange is requested, you will be responsible for the shipping cost of those exchanged items.

Product Return Address:  
Beneve LLC. RETURNS  
970 N Clyde Morris Suite 136  
Daytona Beach, FL. 32117

## **Beneve LLC. Order Cancellation Policy:**

“Subscribe & Save” orders cannot be canceled or changed within 72 hours of your pre-selected order date. Subscribe & Save/Autoship orders may be canceled prior to the member-selected processing date, by members themselves. This can be accomplished by the member signing into their Beneve LLC. back office, clicking on “Shop” and then click on “Subscribe & Save” in the dropdown. Orders may also be canceled by contacting support@beneve.com, prior to the member-selected Subscribe & Save/Autoship processing date.

If you placed an order other than the above-mentioned “Subscribe & Save” and you wish to cancel said order, email our Support Team at Support@Beneve.com. Upon receiving your request, Beneve LLC. staff will assess where the order is in the fulfillment process. If the order has been processed by the shipping system, there will be no way to cancel the order at that time. If Beneve LLC. is unable to cancel the order due to its status within the fulfillment process, but you no longer wish to keep the order, you may utilize Beneve LLC. Refund & Return Policy to return the order for refund or exchange. Please refer to Beneve LLC. Refund & Return Policy within these policies and procedures, or email Beneve Support Team at Support@Beneve.com.



# POLICIES & PROCEDURES

continued

Please refer to Beneve's Refund & Return Policy within these policies and procedures, or email Beneve Customer Support for instructions regarding the return of your order. The Company will exchange the Product if the Product is damaged in shipment, incorrectly sent due to a Company error, or of substandard quality. However, when an exchange is not feasible, the Company will refund the amount of the returned Product (with a restocking fee). If a Product is damaged or defective, an Independent Influencer or Customer should contact the Company within ten (10) days of receipt of the order.

## Section 5: Marketing the Product and Opportunity

A. Use of Sales Tools. An Independent Influencer may use only Sales Tools approved by the Company. The Independent Influencer agrees that if it uses a fulfillment house or other third party to sell or distribute Sales Tools, the Independent Influencer will enter into a non-disclosure agreement (to be provided by the Company) with the fulfillment house or third party to ensure that all Independent Influencers and Customer information is protected from disclosure and remains the sole property of the Company.

B. Approval of Sales Tools. An Independent Influencer must submit all Sales Tools to the Company for approval prior to use. The Company has complete discretion whether to approve or reject a proposed Sales Tool. The approval process generally requires a minimum of three (3) weeks to complete. To comply with changing laws and regulations, the Company may rescind its prior approval of a Sales Tool and may require the Independent Influencer to remove it from the market at its own cost. If approved, the Company will email the Independent Influencer confirming approval of said Sales Tools.

C. Product Claims. The only claims and representations Independent Influencers may make regarding Products are those found in the literature distributed by the Company. Any third-party material used for Independent Influencers Business must comply with all federal and local laws. **Medical claims of any kind relating to any Product may not be made. Under no circumstances may an Independent Influencer recommend that any Product will treat, cure or prevent any disease or ailment. Additionally, absolutely NO claims may be made as to the therapeutic or curative properties of any Product offered by the Company.**

D. No Altering. Independent Influencers shall not re-label, alter, or repackage any Products.

E. No Endorsement Claims. No Independent Influencer may imply that the promotion, operation, or organization of the Company has been approved, sanctioned, or endorsed by any governmental regulatory authority unless noted on the Company's website.

F. Income Claims Prohibition. An Independent Influencer is prohibited from making false, misleading, or unrepresentative claims regarding earning potential. If an Independent Influencer does make an income claim, it must be based on actual earnings and the Company's current Annual Average Income Disclosure (if available), and posted on the Company's website, must be presented concurrently with the income claim. In discussing Beneve's opportunity with a potential prospect, a present, Income Disclosure Statement shall be provided to the potential Independent Influencer.



# POLICIES & PROCEDURES

continued

## G. Use of Trademarks and Copyrights.

1. The Company may license the use of its trademarks to Independent Influencers, subject to the limitations herein and subject to the limitations in any licensing agreement. A licensing agreement may be obtained by emailing customer support.

2. Independent Influencers may not use any of the Company's current or after-acquired trademarks or any confusingly similar variations of its marks, in a manner that is likely to cause confusion, mistake, or deception as to the source of the Products or services advertised.

3. Except as indicated herein, an Independent Influencer may not use the Company's trademarks or any confusingly similar variation of its trademarks (e.g., Beneve name, Beneve Logo, "People Doing Good Together", Limitless Dou, Limitless Trio, etc.), in a business name, email address, Internet domain name or sub-domain name, URL, telephone number, or in any other address or title. An Independent Influencer may use the Company's trademarks in a URL, Internet domain or subdomain name provided that the Independent Influencer has entered into a licensing agreement for a Company Licensed Website. The Independent Influencer agrees to comply with the terms of such licensing agreement and hereby acknowledges that the Company owns, and shall continue to own, all rights in and to the Company's trademarks in such URL, Internet domain, or subdomain name and that the Company has the right to revoke such use of the Company's trademarks for any reason and at any time. The Independent Influencer further agrees that the Company has the right to acquire such URL at any time by paying the nominal registration fee to the Independent Influencer, and the Independent Influencer agrees to transfer such URL to the Company and take any other necessary steps requested by the Company to effectuate such transfer. The Independent Influencer agrees to immediately re-assign to the Company any registration of the Company names, trade names, trademarks, or Internet domain names registered or reserved in violation of this policy. The provisions of this Section survive the termination of the Contract.

4. Independent Influencers may not use the Company's trademarks on non-approved Sales Tools.

5. The Company, in its sole discretion, will determine whether a variation of its trademark is confusingly similar. Use of such marks is prohibited.

6. An Independent Influencer must not use the name, logos, trademarks, or other references to the Company's business or manufacturing partners in any Sales Tool, correspondence, or any form of advertising.

7. The Company's literature and media are copyrighted by the Company and may not be duplicated.

H. Use of "Independent Influencer" in Advertising. If an Independent Influencer selects a business title, the title must clearly state that the Independent Influencer is a "Beneve Independent Influencer." An Independent Influencer's title may not imply that the Independent Influencer is an employee or agent of the Company. Each time the Company's logo or name is used in writing and in relation to the Independent Influencer, the Independent Influencer must identify themselves (or as it relates to a business entity, itself), as a "Beneve Independent Influencer."



# POLICIES & PROCEDURES

continued

2. All licensed websites must first be reviewed and approved by the Company as Sales Tools. Licensed websites must be Company-specific and may not advertise, promote, or link to any other product or opportunity.

3. Independent Influencers may not use any keywords or meta tags to advertise any licensed website on the Internet if the search words or meta tags explicitly, or implicitly present illegal or unsubstantiated health or income claims.

4. The Company may revoke the license for any previously approved website at any time and for any reason, including changes to federal and local laws and regulations.

5. Independent Influencers may promote the business opportunity and Products on social networking sites such as “Facebook” and “Twitter,” video sites such as “YouTube” and “Google Video,” and blogging sites such as “WordPress” and “Blogger” (collectively “Social Media Sites”), provided the following conditions are met:

A. All text, audio, and video postings do not contain Product or income claims. For Product information, Independent Influencers may refer viewers to their Beneve replicated website.

B. Videos posted to Social Media Sites must show the text “Beneve Independent Influencer”.

The Company may monitor Social Media Sites for compliance with the Contract, and Independent Influencers agree to immediately remove or modify the Social Media Sites upon the Company’s request to comply with the Contract.

L. Advertising and Selling Price of Products on the Internet. Independent Influencers acknowledge and agree that the advertising and selling of all Products on the Internet may only be done on a Company Licensed Website, and the advertising and selling price of all Products on such website, if sold to an Applicant, must not be lower than the suggested retail price. In connection with this Section, the Independent Influencer also agrees that all advertising regarding the price of Products will be truthful and will not contain misleading statements (e.g., “lowest price available” which infers that an Independent Influencer is able to sell the Products at a price lower than other Independent Influencers, etc.). Independent Influencers acknowledge and agree that he or she shall not advertise or sell any Products on the Internet, which were purchased from another Independent Influencer. Any violation of this Section by an Independent Influencer shall constitute a breach of the Contract and will be subject to suspension, and up to termination of Membership. You may not mass advertise on any platform (social media, newspaper, etc.), any product discount or coupon offerings, or imply that your pricing on a Beneve product is less than the corporately approved retail price.

M. The sale of Company products on social media sites, third-party sites, or otherwise, as defined in this Section is not permitted. Third-party sites include but are not limited to: Amazon, eBay, Craigslist, and Facebook Marketplace. For further clarity on the distinction between social media sites and third-party sites. The company reserves the right to be the ultimate decision maker in its sole discretion on such definitions either with or without an Independent Influencer requesting such review. In accordance with the particular site’s policies, Independent Influencers may only market products or the opportunity on such sites and direct any Customers or aspiring Independent Influencers to the Company corporate website or to an Independent Influencer’s created site that is permitted under these Policies and Procedures.



# POLICIES & PROCEDURES

continued

N. Independent Influencers are independent contractors as described in these Policies and Procedures, but an Independent Influencer's use of Company's name, likeness, or other proprietary information can still be implied to be directed by Company. Accordingly, all Independent Influencers are made aware through these Policies and Procedures and this Section, that they are personally responsible for their online postings and all other online activity that relates to or can be imputed to Company, whether intended or not.

O. It is imperative that every Independent Influencer understands that even when interacting in their personal capacity, their actions can be imputed to Company due to using Company marks, products, or other related materials (e.g., an Independent Influencer's background photo on a social media site is Company related and an Independent Influencer posts something unrelated to the business; as an Independent Influencer of Company, this can still be imputed to Company and would fall under this definition).

P. Any posting that is false, misleading, or deceptive is prohibited. An Independent Influencer shall not commingle any other business activity, sales, earnings, or potential earnings as these are considered deceptive and confusing.

Q. In addition, Independent Influencers are responsible for all that is posted and should refrain from posting anything, including, but not limited to, pictures, videos, music, writings, or any other tangible or intangible posting that is copyrighted, trademarked, or otherwise owned by another. Independent Influencers should be cognizant of the location that they receive materials and be aware of the repercussions of posting anything freely. This not only opens Independent Influencers to both scrutiny and potential litigation, but also has a deleterious impact on other Independent Influencers and Company's brand.

R. Mass Communications. For purposes of this Section, "Mass Communications" are defined as communications intended to reach twenty (20) or more Independent Influencers in the sender's Downline Organization or at least three (3) Independent Influencers who are cross-line by an Independent Influencer:

1. Independent Influencers targeted to receive any Mass Communications must have knowingly "opted in" to receive the Mass Communication through registration (if the Mass Communication will be received at an event or webinar), and/or through an affirmative request if the Mass Communication is delivered through an email or on a website.

2. If by email, there must be an "opt out" feature prominently displayed in the Mass Communication.

3. Mass Communications must comply with the terms of this Section.

4. The following disclaimer shall be prominently positioned in all Mass Communications that promote any particular building method: There are many methods and techniques used successfully for building your Beneve LLC. business. The building method promoted [in/at] this [website/webinar/email/meeting] may be different from that which is taught by your Upline. Please consult with your Upline if they have taught you a different building method or if you have any questions.



# POLICIES & PROCEDURES

continued

5. Independent Influencer acknowledges that allowing the Independent Influencer to create databases of Independent Influencer information for Mass Communications, the sale of tools, and for any other purposes constitutes the use of Company's Confidential Information, which information is the Company's trade secrets, and such use can be a substantial financial benefit to the Independent Influencer. Independent Influencer acknowledges that he or she is subject to the Cross-Company Recruiting obligations set forth in this agreement and shall survive the termination of the Contract.

S. Lead Distribution. Individuals who are outside the Company network often make inquiries to the Company about its Products. If the Company is able to determine that the inquiring Individual received the information from a specific Independent Influencer or that there is a particular Independent Influencer that the Individual is acquainted with, every attempt will be made to refer the Individual to that Independent Influencer. If an association with an Independent Influencer cannot be determined, final judgment with respect to the positioning of leads remains the right of the Company.

T. Public Relations Matters. The Company encourages Independent Influencers to use personal media coverage to expand and build their business; however, certain situations require the Independent Influencer to contact the Company. These would include:

1. Instances where the story or medium has national potential.
2. Cases where the story calls for a wider Company/Product perspective; and/or
3. When the Independent Influencer is questioned about Company sales figures and/or business strategies.

U. Retail or Service Establishments: An Independent Influencer may sell Products or promote the business opportunity through Retail or Service Establishments in Countries where Beneve LLC. is licensed to conduct such business as long as i) the display of Independent Influencers information within the premises of a Retail or Service Establishment is clearly indicated, and ii) the product is not sold for an amount less than the suggested retail price on the website.

## **Section 6: Breach of Contract Procedures**

A. Conditional Obligations. The Company's obligations to an Independent Influencer are conditioned upon the Independent Influencer's faithful performance of the terms and conditions of the Contract. The Company, in its sole discretion, will determine if an Independent Influencer is in breach of the Contract and may elect any or all available remedies.

B. Remedies. In the event of breach, the Company may elect to take no action or to exercise some or all contractual remedies and remedies at law or in equity, including, but not limited to:

1. Notify the Independent Influencer either in writing or verbally of the breach and provide a notice to cure the breach;
2. Require from the Independent Influencer additional assurances of future compliance;





# POLICIES & PROCEDURES

continued

3. Withhold or deny recognition and attendant perks;
4. Assess damages and withhold them from commission payments;
5. Suspend Independent Influencer Rights temporarily, or permanently;
6. Seek injunctive relief;
7. Terminate the Contract; and
8. Seek damages and associated costs.

C. Reporting Contract Breaches. If an Independent Influencer observes or is aware of another Independent Influencer's violation of any term or condition of the Contract, the observing Independent Influencer shall submit a written complaint to the Company's support department through email. Because of the difficulties of investigating and asserting appropriate remedies for stale claims, any complaint for breach of the terms and conditions of the Contract other than Cross-Company Recruiting must be brought to the Company's attention for review within twelve (12) months of the start of the alleged violation; Cross-Company Recruiting violations must be brought to the Company's attention immediately. Failure to report a violation within that time period may result in the Company not pursuing the allegations in order to prevent the Independent Influencer Business from being disrupted due to stale claims. However, this policy does not waive the Company's right to investigate and discipline Independent Influencers found guilty of the stale claims.

D. Circumvention of the Contract. The Contract is designed to protect Independent Influencers and the Company from the adverse consequences of their violation. Independent Influencers who intentionally circumvent the Contract to accomplish indirectly what is prohibited directly will be disciplined as if the applicable policy or rule had been broken directly. In such circumstances, all available remedies as stated above will be available to the Company. The Contract is not intended to give an Independent Influencer the right to enforce the Contract against another Independent Influencer directly or to take any legal action against another Independent Influencer.

## **Section 7: Termination**

1. An Independent Influencer may terminate the Contract by writing a request to Beneve support.
2. The Company may terminate the Contract if the Independent Influencer violates the terms of the Contract and any amendments thereto notwithstanding provisions for review contained within the Influencer Bill of Rights.
3. An Independent Influencer who voluntarily terminates Membership and is not in breach of the Contract may rejoin under the same enroller at any time, or after a period of three (3) months, any enroller they wish. However, to re-sign under a New Enroller, a person must have a minimum of three (3) consecutive months of order inactivity, which follows their voluntary termination.



# POLICIES & PROCEDURES

continued

A. Return of Confidential Information. An Independent Influencer must return all Confidential Information, including any information derived therefrom, over which he or she has direct or indirect control to the Company upon termination or upon demand of the Company. If any such Confidential Information cannot be returned because it is in electronic format, the Independent Influencer shall permanently delete and erase the Confidential Information upon termination or upon demand.

B. Buyback. If an Independent Influencer is in breach, the Company reserves the right to stop or delay the buyback process set forth in this Contract.

## C. Effects of Termination for Breach of Contract.

1. An Independent Influencer whose Contract is terminated by the Company must wait six (6) months before applying for a new Membership. During that time, the Independent Influencer can have no Beneficial Interest in any other Membership with Beneve LLC.

2. Upon termination of the Contract, all of the Independent Influencer's rights in and to the Membership and the Independent Influencer Business is revoked and terminated. In acknowledgment of the damages the Company has likely suffered and/or will suffer as a result of Independent Influencer's breach, including, but not limited to, all or any of the following: (i) loss of goodwill and loss in the value of the Company's confidential and proprietary information and trade secrets; (ii) loss of a portion of the value of the Company's business; and (iii) loss of future profits; Independent Influencer consents that any unpaid Commissions may be forfeited to the Company to offset a portion of the damages.

3. The Company may elect to reorganize the Downline Organization of a position terminated for breach in a manner that serves the best interests of the Downline Organization, and Upline.

4. Where the Company elects to terminate a position in which there is more than one Beneficial Interest holder, the following may apply: a) the departing Beneficial Interest holder(s) must relinquish all rights to, and interests in, the Membership; b) The Company may not divide or reassign any of the Downline Organization; and c) The Company may not split Commissions between the prior or current Beneficial Interest holders of the Membership.

## D. Effects of Voluntary Termination by the Independent Influencer.

1. The Contract can be voluntarily terminated by an Independent Influencer who is not in breach of the Contract for any reason, at any time, by providing written notice to the Company signed by all Person(s) listed on the Independent Influencer Agreement. The termination is effective on the date the Company receives the written notice. If an Independent Influencer is in breach of the Contract, he or she cannot voluntarily or unilaterally terminate the Contract.

2. Upon termination of the Contract, all of the Independent Influencer's rights in and to the Membership and the Independent Influencers Business is revoked and terminated. An Independent Influencer who voluntarily terminates Membership and is not in breach of the Contract may rejoin under a new Membership under the same or a new enroller after three (3) months' time.



# POLICIES & PROCEDURES

continued

3. An Independent Influencer may not terminate voluntarily if the Membership is not in good standing with the Company, as may be evidenced by, but not limited to, any of the following conditions: (i) a temporary Membership; (ii) a business position is on hold, suspension, or probation; (iii) the Membership is under investigation, but no formal discipline has taken place, or (iv) notice of intent to terminate has been sent.

## **Section 8: Miscellaneous**

A. The Contract contains the entire understanding concerning the subject matter hereof between the Company and the Independent Influencer and is intended as a final, complete, and exclusive expression of the terms of the parties. This Contract supersedes and replaces all prior negotiations and proposed, but unexecuted agreements, either written or oral. Any prior agreements, promises, negotiations, or representations, either written or oral, relating to the subject matter of this Contract, are of no force or effect. If there is any discrepancy between verbal representations made to the Independent Influencer by any employee or agent of the Company and the terms of the Contract, the express written terms and requirements of the Contract will prevail.

B. The section and subsection headings in the Contract are inserted solely as a matter of convenience and for reference and will not be considered in the construction or interpretation of any provision hereof. Unless the context otherwise specifically requires, all references to sections of the Contract will refer to all subsections thereof.

C. The Company reserves the right to make any modifications to the Contract, provided that the modifications are communicated by the Company to the Independent Influencer at least thirty (30) days prior to taking effect.

Company may communicate these modifications by posting any portion of the modified Contract on the Company's website, or by any other method of communication. The Independent Influencer is deemed to have accepted the modification to the Contract if the Independent Influencer engages in any Independent Influencer Business, renews its Membership, or accepts Commissions after the thirty (30) day period is ended.

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



# POLICIES & PROCEDURES

continued

D. The Company extends no product warranties, either expressed or implied, beyond those specifically articulated in the Contract. The Company disclaims and excludes all warranties regarding possible infringement of any United States or foreign patent, trademark, trade name, copyright, or trade secret arising from the Independent Influencer's operations. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANT ABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

E. Any waiver by the Company of an Independent Influencer's breach of a Contract provision must be in writing and will not be construed as a waiver of any subsequent or additional breach by the Independent Influencer. The failure by the Company to exercise any right or privilege under the Contract will not constitute a waiver of that right or privilege.

F. If any term or condition of this Contract is judicially invalidated, prohibited, or otherwise rendered unenforceable in any jurisdiction, it is unenforceable only to the extent of the invalid, prohibited, or unenforceable provision in that jurisdiction only, and it will not render unenforceable or invalidate any other provision of the Contract, nor will the Contract be rendered unenforceable or invalidated in another jurisdiction.

G. Force Majeure. Independent Influencer acknowledges that the Company is not liable for any damages or losses caused by the delay or inability to manufacture, sell, or deliver its products due to labor strikes, accidents, fire, flood, acts of civil authority, acts of God, acts of terrorists, pandemics or from any other causes that are beyond the control of the Company.

H. Governing Law, Arbitration Injunctive Relief. The State of Florida is the place of the origin of this Contract and is where the Company accepted the offer of the Applicant to become an Independent Influencer and where the Independent Influencer entered into the Contract with the Company. The Contract is therefore to be construed in accordance with the laws of the State of Florida (without giving effect to any conflict of law provision or rule) as to contracts made and to be wholly performed within the State. 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 relationships arising between Independent Influencers shall be resolved by mandatory, final, binding, non-appealable arbitration in Orlando, Florida, United States of America.

I. Disciplinary Sanctions. Violation of the Contract, these Policies, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive, or unethical business conduct or any act or omission by an Independent Influencer that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the Influencers Company business), may result, at Company's sole discretion, in one or more of the following corrective measures:

1. Issuance of a written warning or admonition;
2. Requiring the Independent Influencer to take immediate corrective measures;
3. Imposition of a fine, which may be withheld from bonus and commission checks;



# POLICIES & PROCEDURES

continued

4. Loss of rights to one or more bonus and commission checks;
5. Suspension of the individual's Independent Influencer Contract for one or more pay periods;
6. Involuntary termination of the offender's Independent Influencer Contract;
7. Any other measure expressly allowed within any provision of the Contract, or which the Company deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Independent Influencer's policy violation or contractual breach;
8. Instituting legal proceedings for monetary and/or equitable relief. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of the Company.
9. Dispute Resolution. THIS PROVISION CONTAINS AN AGREEMENT THAT AFFECTS HOW CLAIMS AN INDEPENDENT INFLUENCER MAY HAVE AGAINST THE COMPANY, OR CLAIMS THE COMPANY MAY HAVE AGAINST AN INDEPENDENT INFLUENCER, WILL BE RESOLVED. THE PARTIES UNDERSTAND AND AGREE THAT THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE CONTRACT AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY OTHER PROVISION OF THE CONTRACT OR THE CONTRACT AS A WHOLE. CONSIDERATION FOR THIS DISPUTE RESOLUTION AGREEMENT INCLUDES, WITHOUT LIMITATION, THE PARTIES' MUTUAL AGREEMENT TO ARBITRATE CLAIMS. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THE UNENFORCEABILITY OF THE CONTRACT IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION IS UNENFORCEABLE. THE FEDERAL ARBITRATION ACT ("FAA") SHALL GOVERN THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION WITHOUT GIVING EFFECT TO ANY LAW TO THE CONTRARY.

Although the Contract is made and entered into between the Independent Influencer and the Company, Company affiliates, owners, members, managers, and employees ("Related Parties") are intended third-party beneficiaries of the Contract for purposes of the provisions of the Contract referring specifically to them, including this agreement to negotiate, mediate, and arbitrate. The Parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between the Independent Influencer and the Company, and the Parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the other parties. Any controversy, claim, or dispute of whatever nature arising between an Independent Influencer, on the one hand, and the Company and/or the Related Parties on the other, including, but not limited to, those arising out of or relating to the Contract including these Policies or the breach thereof, the sale, purchase, or use of the Company services, or the commercial, economic, or other relationship of an Independent Influencer and Company and/or the Related Parties (for purposes of this Section, each a "party"), whether such claim is based on rights, privileges, or interests recognized by or based upon statute, contract, tort, common law, or otherwise ("Dispute"), and any Dispute as to the arbitrability of a matter under this provision, shall be settled through negotiation, mediation, or arbitration, as provided herein.



# POLICIES & PROCEDURES

continued

## A. Mediation

If a Dispute arises, the parties shall first attempt in good faith to resolve it promptly by negotiation. Any of the parties involved in the Dispute may initiate negotiation by providing notice (the “Dispute Notice”) to each involved. Party setting forth the subject of the Dispute and the relief sought by the party providing the Dispute Notice, and designating a representative who has full authority to negotiate and settle the Dispute. Within ten (10) Business Days after the Dispute Notice is provided, each recipient shall respond to all other known recipients of the Dispute Notice, with notice of the recipient’s position on and recommended solution to the Dispute, also designating a representative who has full authority to negotiate and settle the Dispute. Within twenty (20) Business Days after the Dispute Notice is provided, the representatives designated by the parties shall confer either in person at a mutually acceptable time and place, or by telephone, or other electronic means such as videoconferencing, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. At any time twenty (20) Business Days or more after the Dispute Notice is provided, but prior to the initiation of arbitration (regardless of whether negotiations are continuing), any party may submit the Dispute to JAMS for mediation by providing notice of such request to all other concerned parties and providing such notice and a copy of all relevant Dispute Notices and notices responding thereto to JAMS. In such case, the parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in promptly scheduling the mediation proceedings and shall participate in good faith in the mediation either in person at a mutually acceptable time and place, or by telephone, or other electronic means such as videoconferencing, in accordance with the then-prevailing JAMS’s mediation procedures and this Section, which shall control.

## B. Arbitration

Any Dispute not resolved in writing by negotiation or mediation shall be subject to and shall be settled exclusively by final, binding arbitration before a single arbitrator or, for Disputes in excess of \$2 million, a panel of three arbitrators, in the City of Orlando in the State of Florida, United States of America, in accordance with the then-prevailing Comprehensive Arbitration Rules of JAMS, Inc. No party may commence Arbitration with respect to any Dispute unless that party has pursued negotiation and, if requested, mediation, as provided herein, provided, however, that no party shall be obligated to continue to participate in negotiation or mediation if the parties have not resolved the Dispute in writing within sixty (60) Business Days after the Dispute Notice was provided to any party or such longer period as may be agreed by the parties. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as an arbitrator in the case. The parties understand and agree that if the arbitrator or arbitral panel awards any relief that is inconsistent with the Limitation of Liability provision of these Policies and Procedures, such award exceeds the scope of the arbitrator’s or the arbitral panel’s authority, and any party may seek a review of the award in the exclusive jurisdiction and venue of the courts of the State of Florida, residing in the City of Orlando. Notwithstanding the foregoing, venue and jurisdiction for any claims or disputes arising under or relating to the Contract brought by residents of Louisiana shall be established pursuant to Louisiana law.



# POLICIES & PROCEDURES

continued

## C. Class Action Waiver

NEGOTIATION, MEDIATION, OR ARBITRATION OF ANY DISPUTE SHALL BE LIMITED TO INDIVIDUAL RELIEF ONLY AND SHALL NOT INCLUDE CLASS, COLLECTIVE, OR REPRESENTATIVE RELIEF. IN ANY ARBITRATION OF A DISPUTE, THE ARBITRATOR OR ARBITRAL PANEL SHALL ONLY HAVE THE POWER TO AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO AWARD ANY CLASS, COLLECTIVE, OR REPRESENTATIVE RELIEF. THE PARTIES UNDERSTAND AND AGREE THAT EACH IS WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS, COLLECTIVE, OR OTHER REPRESENTATIVE ACTION.

To the fullest extent allowed by law:

1. the costs of negotiation, mediation, and arbitration, including fees and expenses of any mediator, arbitrator, JAMS, or other persons independent of all parties acting with the consent of the parties to facilitate settlement, shall be shared in equal measure by Independent Influencer, on the one hand, and the Company and any Related Parties involved on the other, except where applicable law requires that the Company bear any costs unique to arbitration (which Company shall bear); and 2) the arbitrator or arbitral panel or, in the case of provisional or equitable relief or to challenge an award that exceeds arbitral authority as described in this Section, the court, shall award reasonable costs and attorney's fees to the person or entity that the arbitrator, arbitral panel, or court finds to be the prevailing party; provided, however, that if fees are sought under a statute or rule that sets a different standard for awarding fees or costs, then that statute or rule shall apply.

Nothing in these Policies shall prevent the Company 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 the Company's interest before, 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.

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

1. For Independent Influencers earning \$10,000 or more per month below, liquidated damages will be in the amount of their gross compensation that they earned pursuant to the Company's Compensation Plan in the eighteen (18) months immediately preceding the termination.

2. In any action arising from or relating to the Contract, the Company business, or the relationship between the Company and an Independent Influencer, both Parties waive all claims for incidental and/or consequential damages, even if the other Party has been apprised of the likelihood of such damage. The Company and Independent Influencer further waive all claims to exemplary and punitive damages.



# POLICIES & PROCEDURES

continued

E. Attorneys' Fees. If any suit, action, or proceeding is brought to enforce any term or provision of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and expenses incurred, in addition to any other relief to which such party may be legally entitled.

F. Successors and Assigns. The Contract will be legal and binding upon and insure to the benefit of the heirs, devisees, executors, administrators, personal representatives, successors, and assigns (as applicable) of the respective parties hereto.

G. Limitation of Liability. To the extent permitted by law, the Company, its directors, officers, members, managers, shareholders, employees, assigns, and agents (collectively referred to as "Responsible Parties") shall not be liable for, and the Independent Influencer releases Company and its Responsible Parties from and waives all claims for, any loss of profits, indirect, direct, special or consequential damages, and for any other losses incurred or suffered by Independent Influencer as a result of:

H. Independent Influencer's breach of the Contract; (ii) the promotion or operation of the Membership and the Membership Business; (iii) Independent Influencer's incorrect or wrong data or information provided to the Company or its Responsible Parties; or (iv) the Independent Influencer's failure to provide any information or data necessary for the Company to operate its business. EACH INFLUENCER AGREES THAT THE ENTIRE LIABILITY OF THE COMPANY AND ITS RESPONSIBLE PARTIES FOR ANY CLAIM WHATSOEVER RELATED TO THE CONTRACT, BUT NOT LIMITED TO, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR EQUITY, SHALL NOT EXCEED, AND SHALL BE LIMITED TO, THE AMOUNT OF PRODUCTS THE INFLUENCER HAS PURCHASED FROM THE COMPANY THAT ARE IN RESALABLE CONDITION.

I. Florida:  
Independent Influencers will receive a personal business website and Customer website, along with an extensive back-office virtual business suite to support their business for a signup and annual renewal of \$39.95 (USD) fee.