

# MAKE Wellness Policies and Procedures for Affiliates

(10/2024)

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	<b>Section 1</b>	<b>Definitions</b>
1.1	Active	When an Affiliate completes the process required by the Sales Compensation Plan, the Affiliate is considered Active until the Affiliate Agreement Terminates, as further explained herein, regardless of whether they make any sales or purchases. Active refers to an Affiliate's eligibility to access Company Products and recruit additional Affiliates.
1.2	Affiliate	An independent contractor authorized by the Company to purchase Products from the Company at Company pricing, resell Products to Retail Customers, recruit other Affiliates, and earn Bonuses and Commissions in accordance with the Sales Compensation Plan. An Affiliate's relationship to the Company is governed by the Affiliate Agreement.
1.3	Affiliate Agreement	The fully integrated agreement between an Affiliate and the Company, which consists of these Policies and Procedures, the Enrollment Application, and the Sales Compensation Plan, collectively, in their current forms and as they may be amended by the Company from time to time.
1.4	Authorized Country	Means a country where Company is legally authorized to do business, including, the offering of the business opportunity to Affiliates.
1.5	Bonus	A Bonus means extra compensation that may be awarded or earned in addition to Commissions. Bonuses include the Bonuses that are included in the current Sales Compensation Plan and that may be established by the Company from time-to-time. Bonuses are paid by the Company to an Affiliate

		based on the volume of Products sold by an Affiliate or an Affiliate's Team, as outlined in the Sales Compensation Plan.
1.6	Commissions	Compensation that reflects a percentage of revenue from Product sales generated by an Affiliate and the Affiliate's Team as defined below and more fully set forth in the Sales Compensation Plan. Commissions are calculated on a daily, monthly and/or weekly basis, depending on the type of Commission, and paid by the Company to Commission Eligible Affiliates.
1.7	Commission Eligible	Describes the status of an Active Affiliate who has sold enough Products, measured by Personal Volume as set forth in the Sales Compensation Plan, during the month to qualify them to receive Commissions on the sales made by their Team.
1.8	Competing Company	Any company that advertises, markets, sells, or distributes directly Competing Products or through a similar business opportunity offering a direct sales opportunity utilizing a multi-level compensation sales plan. Specific companies and products may or may not be competing at any given point in time based on changes in product lines.
1.9	Competing Products	Those products that are the same as or similar to the Company's core products, which may change over time, but which typically include (but are not limited to) peptide-based dietary supplements or nutritional products in any delivery form whether as powders, capsules, pills, liquids, gummies or any other items and accessories designed to support and address similar or same benefits of Company Products. In the future, the Company's core products may expand into personal care and beauty products.
1.10	Business Entity	A corporation, partnership, limited liability company, or other form of business legally recognized under the laws of the state in which it was organized.
1.11	Business Support Materials	Any material, whether printed or in digital form, used in the offer or sale of Company Products, recruitment of prospective Affiliates, or training of Affiliates, which refers to the Company, the Company's Products, the Sales Compensation Plan, or any Company Intellectual Property.
1.12	Company	Means Upper Level Health, LLC, a Utah limited liability company operating as the d/b/a Make Wellness.
1.13	Company Intellectual Property	All intellectual property that Company or an affiliated company owns, claims to own, or has or claims a right to use, including but not limited to Team lists, customer lists, Downline lists or databases or fields that include the foregoing, Product formulations, trade secrets, trademarks, trade names, service

		marks, design marks, and the content of its publications, whether or not registered with relevant governmental authorities.
1.14	Customer	The term Customer refers to individuals who purchase Make Wellness Products at retail price for personal use who are not Affiliates; synonymous with Retail Customer.
1.15	Downline	Downline refers to a group made up of an Affiliate, and all personally sponsored Affiliates, and all the Affiliates who are sponsored by the personally sponsored Affiliates. The Affiliate's Downline may also be referred to herein as the Affiliate's "Team."
1.16	Enrollment Application	Enrollment Application shall mean the enrollment form, digital or hard copy, that Affiliate completes with required information to apply for an Affiliate identification.
1.17	Products	The terms "Make Wellness Products," "Make Wellness Product," "Products," or "Product" includes items marketed, licensed, manufactured, and/or offered for sale by Make Wellness. For clarity, such Products include dietary supplements and other nutritional goods; Products do not include sales aids, or Support Business Materials.
1.18	Recruit	The terms to recruit, recruiting, or sponsoring may be used herein to describe the act of introducing a person to the Company, who then enters into an Affiliate Agreement with the Company, and becomes a member of the Affiliate's Downline. Affiliates are prohibited from pressuring, coercing, or inducing any person to enter into an Affiliate Agreement. All participation with the Company—whether as an Affiliate or Retail Customer—must be initiated by the consumer voluntarily.
1.19	Sponsor	An Affiliate who sponsors a new Affiliate into the Company. The new Affiliate is placed directly in the Sponsor's Team in their Downline.
	<b>Section 2</b>	<b>Your Affiliate Relationship with MAKE</b>
2.1	Becoming an Affiliate	You may apply to become an Affiliate by completing, signing, and submitting an online Affiliate Agreement. You are not required to pay any fees or to purchase any Products or materials to become an Affiliate. MAKE may reject an Affiliate Agreement for any lawful reason or if it determines that accepting the Agreement would violate any of its policies as set forth herein.

2.2	One Person per Affiliate	Only one individual may apply to become an Affiliate. If the applicant also wants to include a spouse or co-habitant on the Affiliate Agreement, then the spouse or co-habitant may also be included on the Affiliate Agreement. Except for the addition of spouses or co-habitants, if more than one person wants to participate in the business with another person, then the Persons must apply as a Business Entity as set forth in Section 2.8 below.
2.3	Age Requirements	Affiliates must be at least 18 years old unless both parents or a legal guardian signs an Affiliate Agreement consenting to a minor becoming an Affiliate. The parents or legal guardian must agree to supervise the activities of a minor. The account of a minor will be considered a separate Affiliate account from the parents or legal guardian.
2.4	Residency Requirement	Your Affiliate Agreement must be in the country where you are a legal resident or citizen and where you have a legal right to do the business. If you are unable to prove your legal residency, citizenship, or legal right to do business in the country where you have filed your Affiliate Agreement, the Company may declare your Affiliate Agreement void from its inception. You may only file to be a Affiliate in an Authorized Country.
2.5	Former Affiliates	If you have already been an Affiliate you may only apply to become a new Affiliate under your original Sponsor unless you meet the criteria in Section 2.14 for signing up under a new Sponsor.
2.6	Spouses or Co-Habitants	If the spouse or Co-habitant of an Affiliate wants to become a Affiliate, the spouse or Co-habitant must be added to the Affiliate Agreement previously submitted by the other spouse or Co-habitant. If the spouse or Co-habitant of a former Affiliate wants to become an Affiliate, then the spouse or Co-habitant must apply to become an Affiliate under the Sponsor of the spouse's or Co-habitant's former Affiliate Agreement unless the applicable inactive period regarding Business Activity of the former Affiliate has lapsed.

2.7	Tax Identification Number	<p>You will be required to provide the Company with your tax identification number before you are eligible to receive a Bonus, or when otherwise required by the Company for tax or other purposes. This requirement also applies to spouses and Co-habitants who sign the Affiliate Agreement. In the event you sign up using a Business Entity, you must provide the tax identification number for the Business Entity and for each Participant in the Business Entity. The Company may place a sales order or Bonus hold on your account until you provide your tax identification number, and your tax identification number has been verified.</p>
2.8	Business Entities	<p>A Business Entity may apply to become an Affiliate by completing a Business Entity Form, signed by all the Participants, together with an Affiliate Agreement. In addition, the following other requirements apply to Business Entities:</p> <ul style="list-style-type: none"> <li>(a) Each Participant must be disclosed and each a citizen or legal resident and have the legal right to do business in the country where the Business Entity's Affiliate Agreement has been filed and must be able to provide proof of such. If the Business Entity is unable to provide this proof upon the Company's request, the Company may declare the Affiliate Agreement void from its inception. You should be aware that merely being listed as a member of a Business Entity does not necessarily grant you any legal right to do business;</li> <li>(b) Bonuses will be issued in the name of the Business Entity. The Company will not have any liability to you if the Business Entity or any Participant in the Business Entity fails to allocate and pay any portion of the Bonuses received by the Business Entity among the multiple Participants in the Business Entity, or for any incorrect allocation and payment; and</li> <li>(c) One Participant will be designated as the Primary Participant of the Business Entity and the Company may rely and act on any information provided by the Primary Participant.</li> </ul> <p>If you want to change your Affiliate relationship with the Company from an individual to a Business Entity, you may do so at any time. This change is subject to any applicable legal requirements and requires the completion and delivery of a Business Entity Form to the Company.</p>

2.9	Privacy of your Information	<p>The Company is aware of and responsive to your concerns regarding how information about you is collected, used and shared to become an Affiliate. MAKE respects your privacy and is committed to protecting your privacy. The Company collects from you and holds certain personal information about you to provide you with support, the benefits of being an Affiliate, and communicating with you regarding (i) Product and promotional offers, (ii) your business, (iii) Bonuses, and (iv) other relevant business and legal issues. All information submitted by you will be held by the Company at its corporate headquarters.</p>
2.10	Use of Personal Information	<p>You authorize the Company to use your personal information as follows:</p> <ul style="list-style-type: none"> <li>(a) To disclose or to use personal and/or confidential information for any business purpose the Company determines to be a valid business or legal purpose. You will have the option to block the transfer of certain information that may be provided to your upline Affiliates.</li> <li>(b) To use your personal information such as your photo and name for Affiliate recognition and in the Company's Business Support Materials unless you request in writing that the Company not do so.</li> <li>(c) You further agree that any other disclosure or use of your personal information will be governed by Company's Privacy Policy, as it may be modified from time to time.</li> </ul> <p>The Privacy Policy may be viewed on the Company's website at <a href="http://www.MakeWellness.com">www.MakeWellness.com</a>.</p>
2.11	Updating Information	<p>It is your responsibility to update information relevant to your account, including changes in address or bank account information, for example. The Company may terminate an Affiliate Agreement or declare an Affiliate Agreement void from its inception if the Company determines false or inaccurate information was provided. If you fail to update your Affiliate Agreement or Business Entity Form, holds may be placed on your account or other action may be taken, including termination.</p> <p>You can update your account information on the Company's website. Changes to Business Entity forms must be submitted by all participants in that account.</p>

2.12	Adding a new Participant	You may not allow a Person to engage in any Business Activity for, or have a Beneficial Interest in, your account, unless you operate as a Business Entity and that Person has applied to become a Participant and such application has been accepted by the Company. The Company may reject any such application in its sole discretion. If the Company rejects the application, the Person may not participate in the account.
2.13	One Account	<p>The Company believes that it is in your best interest and the best interest of the overall business to allow each person to participate in a single account. This is primarily to prevent instances where individuals may be inclined or even incentivized to switch lines or to move sales volume to one spot or another, which would work to the disadvantage of the first-in-time upline. Therefore, if the Company discovers that a Participant has an economic interest in multiple accounts, those interests and accounts may be terminated or moved back to the original account position, in the Company’s sole discretion.</p> <p>Exceptions to the one account rule may apply when (i) two Affiliates marry and both had accounts prior to the marriage, (ii) an Affiliate inherits an account from a parent or legal guardian, or (iii) the Company determines that it is in the best interest of the business to allow a person to have a beneficial interest in more than one account.</p> <p>The Company is not responsible to recoup or reallocate or compensate individuals who may have been damaged by virtue of an Affiliate having an interest in multiple accounts. In these instances, where an Affiliate feels that they have been damaged, they may pursue recovery against the Affiliate who sponsored or who facilitated the second-in-time account(s).</p>
2.14	Starting as a new Affiliate under a different Sponsor	Should an Affiliate wish to continue to pursue their business under a different sponsor, they must terminate the first-in-time account and remain inactive in the business for a period of six months. This means that they are completely inactive and are not purchasing products or promoting the business under a different Affiliate name.
2.15	Acquisition of another Affiliate	If an Affiliate wishes to acquire the business of another Affiliate or “merge” their account with another Affiliate, that transaction must be pre-approved by the Company in its discretion. The Company will consider all factors in determining whether the proposed transaction is fair and equitable to all parties impacted.

2.16	Transfers or sales of Affiliate Accounts	Your Affiliate account is an asset that is transferrable under the following conditions and pursuant to rules that the Company will announce from time to time. Any proposed transfer of an account requires the Company’s consent after the Company is informed of the terms of the proposed transfer. The Company will not consent to any proposed transfer if it determines that the proposed transfer is not substantive and is being done to avoid the requirements of these Policies and Procedures or for any purpose that is damaging to the Company. The Company will not recognize any account transfer, and the transferee will have no rights as an Affiliate, until the transfer has been approved by the Company.
2.17	Transfers upon Death	<p>Upon the death of an Affiliate, the Affiliate account may be passed on to your heirs, or other beneficiaries whether by will, intestate succession, or otherwise. The transfer will be recognized by the Company when a court order or proper legal document addressing the transfer to a qualified transferee is submitted to the Company. The Company encourages you to make appropriate arrangements in consultation with an estate-planning attorney for the transfer of your account.</p> <p>If you are a Participant in a Business Entity, upon your death your interest in the Affiliate account will be transferred according to the Business Entity’s legal documents and applicable law governing the transfer, provided that all Persons of the transferee are qualified to hold an interest in an Affiliate account under these Policies and Procedures. The transfer of your interest will be recognized by the Company when a court order or proper legal documents addressing the transfer to a qualified transferee are submitted to the Company.</p>
2.18	Divorce	In the event of a divorce, the Company will neither determine the division of nor divide an Affiliate account or a Downline Organization, if any. Generally, the Company will not divide Bonuses or other rewards. The Company may, however, in its sole discretion, on a case-by-case basis, divide Bonuses on a simple, fixed-percentage basis, pursuant to a court order or the written consent of all parties. If the Company agrees to divide Bonuses on a simple, fixed basis, the parties to the Affiliate account agree to hold the Company harmless from all liabilities, losses, costs, damages, judgments, expenses, etc. resulting from acts or omissions by the Company in dividing the Bonuses. The Company has the right to withhold Bonuses in the event of a dispute among spouses regarding an account. The Company may charge a fee to Affiliates each month as payment for its services in dividing Bonus payments.

	<b>Section 3</b>	<b>Operating your Business</b>
3.1	DSA Code of Ethics	MAKE intends to qualify to become a member of the U.S. Direct Selling Association as well as the Direct Selling Associations of countries in which it will do business in the future. All Affiliates of MAKE are expected to comply with the DSA Code of Ethics, which can we found at <a href="http://www.usdsa.org/codeofethics">www.usdsa.org/codeofethics</a> .
3.2	Purpose of your Business	The primary purpose of your business and the Company is to sell high quality Product to end consumers. While not required, as part of this process you may sponsor other Affiliates in the business to build your sales organization.
3.3	General Ethics	<p>You must operate your Affiliate account in an ethical, professional, and courteous manner. This means, among other things, the following:</p> <ul style="list-style-type: none"> <li>• You must comply with the Affiliate agreement and with all applicable laws in whatever countries or States in which you do business.</li> <li>• You must operate your business honestly.</li> <li>• You should indicate to prospective customers and Affiliates who you are, why you have contacted them, and what Products you are selling.</li> <li>• You may not make false or misleading claims about potential earnings under the Sales Compensation Plan or about the benefits of using the Company's Products.</li> <li>• You may not pressure any Affiliates or prospective Affiliates to operate in a financially irresponsible way, including, but not limited to, pressuring them to buy more Products or Business Support Materials than they can reasonably use or sell, or to maintain specific inventory requirements.</li> <li>• You must not encourage or recommend that Affiliates or prospective Affiliates incur debt to participate in the business.</li> <li>• You must explain how to return Products or cancel an order.</li> <li>• You must not represent to prospective Affiliates that they are required to purchase Products or Product packages to become Affiliates. Prospective Affiliates must be informed that they can sign up as customers</li> </ul>

		or that they may purchase Products individually and not in Product packages.
3.4	Non-Disparagement	<p>You may not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, representations, or statements about:</p> <ul style="list-style-type: none"> <li>• the Company</li> <li>• its Products, or Company commercial activities</li> <li>• other Persons</li> <li>• other companies (including competitors), or</li> <li>• other companies 'products, services, or commercial activities.</li> </ul>
3.5	Harassment	<p>You must operate your business in a manner that is free of harassment, intimidation, threats, and abuse. Harassment of any kind will not be tolerated, including, but not limited to, race, religion, physical and verbal abuse, or soliciting, encouraging, or consummating any inappropriate or unwelcome written, verbal, electronic or physical relationships, sexual advances, requests for sexual favors, or other physical, verbal, or visual behavior of a sexual nature, with another Affiliate, Company employee or customer.</p>
3.6	No Contact with Key Parties	<p>To avoid over burdening key parties, you may not contact, either directly or indirectly, the Company's vendors, suppliers, scientific advisory board members, basic research partners, Universities, or any other advisors or consultants of the Company without the prior written consent of the Company.</p>
3.7	Maintaining the Company's Positive Reputation	<p>You will not act in any way, including your actions outside the scope of your Affiliate relationship with MAKE, which could be considered detrimental to the business or reputation of the Company or its Affiliates. The Company has the right to, in its sole discretion, determine what actions may be considered detrimental and take action against you including Termination.</p>
3.8	Review of Records	<p>As a condition to participating as an Affiliate, you grant the Company the right to review any records related to your Affiliate account to investigate whether you have been operating your business in compliance with these Policies and Procedures. The Company may request to review your records related to your business at any time and for any reason. You must comply with any request to review your business records by promptly and completely making your true records available for review by the Company.</p>

3.9	Independent Contractor Status	<p>You are an independent contractor. You are not an agent, employee, officer, partner, member, or joint-venturer with the Company, and you may not represent yourself as such. You agree that as an independent contractor, you:</p> <ul style="list-style-type: none"> <li>• Are responsible for your own business decisions and must determine in your sole discretion, when you will work and the number of hours you will work;</li> <li>• Will be paid Commissions and Bonuses based on sales and not the number of hours you work;</li> <li>• Are subject to entrepreneurial risk and responsible for all losses that you incur as an Affiliate;</li> <li>• Must pay your own license fees and any insurance premiums, and if required, obtain a federal employment identification number;</li> <li>• Are responsible for all costs of your Affiliate business including, but not limited to, travel, entertainment, office, clerical, legal, equipment, accounting, and general expenses without advances, reimbursement, or guarantee from the Company; and</li> <li>• Will not be treated as an employee for federal or state tax purposes or any other purpose. If you meet a certain Commission or Bonus threshold you will receive a Federal Internal Revenue Service form 1099 reflecting Bonuses that the Company has paid you in a calendar year.</li> </ul>
3.10	Taxes	<p>You must pay any self-employment taxes required by federal, state, and local laws, statutes, and regulations. You are responsible for the proper collection and payment of sales tax on retail sales if you claim an exemption from the Company's pre-collected sales tax program.</p>

3.11	No authority to act on behalf of the Company	<p>You have no authority to act on behalf of the Company. This includes, but is not limited to, any attempt to:</p> <ul style="list-style-type: none"> <li>(a) register or reserve Company names, trademarks, trade names or Products;</li> <li>(b) register URLs using the Company names, trademarks or trade names;</li> <li>(c) register or secure approval for Products or business practices; or</li> <li>(d) establish business or governmental contacts of any kind on the Company's behalf.</li> </ul> <p>You must indemnify the Company for all costs and attorneys' fees incurred by the Company for any remedial action needed to exonerate the Company in the event that you improperly act on behalf of the Company. You must immediately assign to the Company any registration of Company names, trademarks, trade names, Products, or URLs registered or reserved in violation of this Section without the Company's reimbursement of any costs you incurred.</p>
3.12	Designation as Employer Prohibited	<p>You may not identify the Company as your employer on loan applications, government forms, employment verification requests, applications for unemployment compensation or any other form or document.</p>
3.13	Ordering Products	<p>You may order Products directly from the Company or its Product centers. There is no minimum order; however, shipping and handling costs may vary depending on the amount of Products ordered. Title to and risk of loss for any Products you order transfers to you when the Products are shipped. You may order as much Product as you and your household can reasonably consume, as well as that amount of Product you deem necessary to conduct your business in the manner you choose. You may not, however, buy inventory just to qualify for a higher level of commission or a rank advancement.</p>
3.14	Payment for Products	<p>The Company does not accept orders on credit. Orders will not be shipped until they are paid in full. Payment must be made by cashier's check, money order, credit card, cash, direct debit or personal or business check or such other digital currency or payment methods as may be accepted by the Company.</p>
3.15	Changes in Product Purchase Prices	<p>The Company may change Product prices from time to time, with or without prior notice.</p>

3.16	Orders in the name of another Affiliate	You may not place orders in the name of another Affiliate. You may not use another individual's credit card to order Products or the Company's Business Support Materials and Services without the individual's prior written approval.
3.17	Insufficient Funds	If any check is returned for insufficient funds or if any credit card or digital payment is reversed, you must immediately make payment to the Company for the full amount of the returned check or reversed payment. If you fail to promptly make such payment you are in breach of the Affiliate agreement and subject to whatever remedies the Company may pursue.
3.18	Retailing Products	<p>Typically, the purchase of Products by an Affiliate or a non-Affiliate customer will be done directly from the Company, either online or through Company customer website and support telephone lines. You may retail Products directly to a customer in limited instances where access to ordering capacity is limited or when a customer requests immediate access to Products. Product retailing is subject to the following limitations:</p> <p>(a) You may only resell Products in your Resident Country. The Products you resell must also be purchased from the Company in your Resident Country. You may not resell Products in your Resident Country that you acquire from the Company in a Non-Resident Country.</p> <p>(b) You may purchase Products in a Non-Resident Country only for personal use or to demonstrate the Products to potential new Affiliates. You cannot resell Products in a Non-Resident Country. You may be subject to additional requirements for a specific country.</p>

3.19	Product Refund Policy	<p>Unless otherwise required by applicable law, the Company will refund to Affiliates 90% of the purchase price, plus applicable, prepaid taxes, less applicable Commissions and Bonuses, on returned unopened and resalable Products and Business Support Material sold by the Company. You must return Products within 12 months of the order date. You may only return the Products or Business Support Material you personally purchased from the Company. The Company does not refund the original shipping costs on Products that you return. In order for the Company to correctly back out the applicable Commissions and Bonuses on returned Products, you must keep the sales order number from the invoice. You must provide the sales order number to the Company at the time you request a refund. You may also return individual Products that are purchased as part of a kit or package. The form of the refund will be based on the original form of payment such as a bank transfer or a credit card charge. Instead of a refund, the Company may choose other alternatives such as a Product credit. The return of Products may affect your eligibility to receive Commissions and Bonuses and your pin level, and if any commissions or Bonuses have already been paid on the returned Products, then the Company will recoup your Commissions and Bonuses as set forth below in Section 4.7. The Company does not provide refunds for Products or Business Support Materials and Services purchased from another Distributor. You must seek a refund directly from the Distributor who sold you such Products or Business Support Materials and Services.</p>
3.20	Product Exchanges	<p>Unless otherwise required by applicable law, the Company will exchange Products purchased directly from the Company that were incorrectly sent, or are defective, if you notify the Company within 30 days of the date of purchase. If an exchange is not feasible, the Company may issue (i) a Company credit for the amount of the exchanged Products, which may be used to purchase other Products, or (ii) a full refund of the purchase price.</p>

<p>3.21</p>	<p>Product Exchange Process</p>	<p>You must comply with the following procedures to obtain a refund or exchange:</p> <ul style="list-style-type: none"> <li>(a) You must receive approval for the return in the form of a Return Merchandise Authorization (“RMA”) number before you ship the return to the Company. This approval must be obtained either by telephone or online, and the actual return shipment must be accompanied by the RMA number;</li> <li>(b) The Company will provide you with the correct procedures and location for returning the Products. The Company will not refund the original shipping costs on Products that you return.</li> <li>(c) Products sent to the Company without an RMA number will not qualify for a refund or exchange and will be returned to you; and</li> <li>(d) Procedures may vary in jurisdictions where different requirements are imposed by law.</li> </ul>
<p>3.22</p>	<p>No Wholesaling of Products</p>	<p>While you are allowed to promote Products on platforms such as social media platforms, you may not, directly or indirectly, sell Products through online channels, including platforms such as EBay or Amazon and their equivalents. You may not sell or distribute Products to Persons who intend to resell the Products, or have resold Products in the past. You are prohibited from selling to Persons, either directly or indirectly, who ultimately (i) resell the Products through a retail store, (ii) resell the Products over the Internet, regardless of the form of Internet distribution channel, unless it has not been approved by the Company in writing, (iii) import the Products into an Unopened Country, or (iv) use any other method of distribution that violates the primary purpose of your direct selling business and that of the Company. You must take reasonable steps to ensure that Persons who purchase Products from you do not intend to violate this Section 3.22.</p>

3.23	Retail Sales Receipts	<p>In the rare event that you retail a Product directly to a consumer, you must produce and retain a copy of a retail sales receipt, as follows:</p> <p>(a) You must provide the customer with two copies of the completed Retail Sales Receipt at the time of the sale. All blanks in the section referring to the three-day refund policy on the back of the receipt must be completed. The Retail Sales Receipt should be completed and include the items ordered, the amount of the sale, and the customer's name, address, telephone number, the date of the sale, the date of the third business day after sale, your name, business address, and business telephone number.</p> <p>(b) You must keep a copy of the Retail Sales Receipt for your records. You must keep copies of all Retail Sales Receipts on file for at least four years. The amount of sales tax collected must be recorded on the Retail Sales Receipt if you claim an exemption from the Company's pre-collected sales tax program.</p>
3.24	Retail Refund Policy	<p>(a) By law, you must offer a three-day money-back guarantee to your retail customers. This means that you must, for any reason and upon request, give a full refund of the purchase price to the customer. The only requirement is that the customer must request the refund within three business days of purchase and return the unused portion of Product. You must make a refund for returned Products within 10 days of the customer's request. The Company encourages you to honor your retail customers' requests for refunds or Product exchanges even if made more than three business days after the date of sale.</p> <p>(b) If your retail customer purchases a Product directly from the Company, then unless otherwise required by applicable law or a specific Product guarantee, the Company will provide your retail customer with (i) a satisfaction money-back guarantee for a 100% refund on the returned Product. The unused portion of the Product must be returned within 60 days from the purchase date, and purchase will be refunded regardless of whether the Product has been partially used, is re-stockable or re-saleable; and (ii) a Product exchange if the Product was incorrectly sent or is defective.</p> <p>(c) If your retail customer purchases a Product directly from you, and your retail customer returns the Product to you for a refund, then you are responsible for, and must provide the retail customer with, a refund without any reimbursement from the Company. The Company encourages you to honor your retail customer's request for</p>

		<p>refunds even if made more than three business days after the date of sale.</p> <p>(d) If your retail customer purchases a Product directly from you, and your retail customer returns the Product to you for a Product exchange, then you are responsible for the Product exchange, and the Company will only replace the exchanged Product if returned within 30 days from the date of the retail sale and the Product is defective.</p> <p>(e) Generally, subscription services that are billed on a month-to-month basis may be cancelled at any time unless the terms of the contract provide otherwise. Subscription services that are cancelled within one week of the last billing date will receive a 100% refund or credit for the month that has been paid for and cancelled. Subscriptions services that are cancelled more than one week after the last billing date will not be eligible for a refund. Annual subscription services may be cancelled at any time unless the terms of the contract provide otherwise. Refunds will be prorated based on the number of full months remaining on the annual subscription.</p>
	<b>Section 4</b>	<b>Retail Sales Compensation Plan</b>
4.1	Retail Sales Compensation Plan	A complete copy of the Sales Compensation Plan has been provided to you. The Sales Compensation Plan is a part of the Affiliate Agreement, and you are bound to its terms. The Sales Compensation Plan may be changed by the Company at any time with 30 days' notice. A current copy of the Sales Compensation Plan may be found at <a href="http://www.makewellness.com">www.makewellness.com</a> .
4.2	Exceptions to the Sales Compensation Plan	The Company, in its sole discretion, has the right to hold, maintain, or promote an Affiliate to any pin level in the Sales Compensation Plan without regard to fulfillment of pin level requirements, or waive any other obligation or requirement of the Sales Compensation Plan. Unless otherwise agreed in writing by the Company, the Company may terminate any exception granted pursuant to this Section at any time and for any reason.
4.3	No Compensation for Sponsoring	You do not receive any compensation for sponsoring other Affiliates. Your level of compensation will be based on your hard work, your sale of Products, and the sales of Products by your downline Affiliates.

4.4	No Guaranteed Income	<p>You are neither guaranteed a specific income nor assured any level of profit or success. Generating meaningful compensation as an Affiliate requires considerable time, effort, and commitment to the business. You should operate your business in a financially responsible and businesslike manner—you should not (i) incur debt to purchase Products or Business Support Materials and Services, (ii) quit your current employment until you are confident that you can afford to do so, and (iii) incur expenses that exceed the amount of your Commissions and Bonuses. This is not a “get rich quick” program. Your profit comes only through the successful sale of Products and the sales of Products by other Affiliates within your Downline Organization. Make Wellness does not yet have enough operating history to establish reliable average Affiliate earnings. But after one year of operation the Company will publish Average Affiliate earnings at each level within the Sales Compensation Plan. This information will be available on the Company’s website.</p>
4.5	Manipulation of the Sales Compensation Plan	<p>It is not uncommon in the direct selling channel to find instances of sales compensation structures that incentivize manipulation of the plan. The Make Sales Compensation Plan has been designed to minimize incentives to do so. Maintaining the integrity of the Sales Compensation Plan is of vital importance to the Company. You must abide by the terms and conditions of the Sales Compensation Plan and you may not, in any form, use false identification numbers, false names, false Affiliate accounts, buy additional Product to maintain a pin level, warehouse Products, or use any other form of manipulation that violates the terms and conditions of the Sales Compensation Plan or its spirit and intent.</p>

4.6	Commissions and Bonuses	<p>In addition to retail profits you can earn from your resale of Products, you can also receive a Commission Bonus under the Sales Compensation Plan, subject to the following:</p> <ul style="list-style-type: none"><li>(a) You may not receive any Commissions or Bonuses if you are in violation of the Affiliate Agreement;</li><li>(b) The requirements for receiving a Commission or Bonus and the terms for determining the amount of the Commission or Bonus may be changed by the Company at any time upon 30 days written notice;</li><li>(c) Commissions and Bonuses may be paid by wire transfer, check, or any other method chosen by the Company;</li><li>(d) No interest accrues on Commissions or Bonuses when the payment of such has been delayed by the Company for any reason; and</li><li>(e) The Company will pay no Commissions or Bonuses until the aggregate accrued are equal to 10 dollars. If your account is terminated, any unpaid accrued Commissions or Bonuses under the 10.00 dollar minimum will be forfeited.</li></ul>
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<p>4.7</p>	<p>Commission and Bonus Recovery</p>	<p>In addition to any other recovery rights provided in these Policies and Procedures, the Company has the right to require you to repay any Commissions or Bonuses paid to you:</p> <ul style="list-style-type: none"> <li>(a) on Products returned under the Company’s refund policy;</li> <li>(b) on Products returned in relation to any incident of Distributor misconduct;</li> <li>(c) that were mistakenly paid by the Company; or</li> </ul> <p>In the event you violate the provisions of these policies in addition to any other remedies available to the company, the Company shall have the right to adjust your title level and recalculate your Bonuses for the period in which such activities occurred by disregarding the volume from Products that were returned, that were purchased in order to maintain title levels, or any other activity that violates Policies and Procedures. You must repay any Bonuses that were paid to you in excess of the adjusted Bonus that is calculated by the Company as set forth above.</p> <p>If you are obligated to repay any Bonuses to the Company, the Company will have the right to recover such amount by (i) requiring a direct payment of the amount from you, or (ii) withholding the amount from your present or future Bonus payments.</p> <p>Extension of the Company’s refund policy, whether required by applicable law, or instances in which Affiliate’s misconduct, misrepresentation, or other extenuating circumstances necessitates a Company refund in excess of its stated refund policy, will be considered on a case-by-case basis. In the event the Company is required to make a refund that exceeds the terms of its refund policy, the Company may recoup Commissions or Bonuses paid to you on those Products as well.</p>
<p>4.8</p>	<p>Validation of Bonuses</p>	<p>The Company will use its best efforts to calculate Bonuses correctly. But it is your duty to make sure that the Bonuses paid to you are correct. If you contest calculation of a Bonus, you must notify the Company within 90 days after the receipt of your Bonus. If you fail to notify the Company of any errors or disputes with respect to a Bonus payment within this 90 day period, you will be deemed to have accepted the payment as full and complete payment of any Bonuses earned during such Bonus period and you will have no further right to dispute the Bonus payment or seek payment of any additional Bonus.</p>

	<b>Section 5</b>	<b>Product Liability Claims and Indemnification</b>
5.1	Product Liability Indemnification	In the event of a product liability claim brought against you by a third party for a defective Product or for injury from use of a Product, the Company will indemnify and defend you from such claims, subject to the limitations described in Section 5.2.
5.2	Limits on Indemnification	In order to be indemnified, you must notify the Company of the claim in writing within 10 days of your receiving notice of the claim. The Company has no obligation to indemnify you if you have (a) violated the Affiliate agreement; (b) repackaged, altered or misused the Product, or made claims or given instructions about the Product's safety, uses or benefits which are not included in the Company's current approved literature, warnings, or Product labels; or (c) settled or attempted to settle a claim without the Company's written approval. In addition, indemnification is conditioned upon you allowing the Company to assume the sole defense of the claim.
5.3	Affiliate Indemnification of the Company	You agree to indemnify the Company from any claim by a third party that arises directly or indirectly because you have (a) violated the Affiliate agreement; or (b) repackaged, altered or misused the Product, or (c) made claims or given instructions about the Product's safety, uses or benefits which are not included in the Company's current approved literature, warnings, or Product labels.
	<b>Section 6</b>	<b>Sales Tax</b>
6.1	Company Collection of State Sales Tax	The Company provides the service of collecting state sales tax at the time of your purchase and remitting it to your state. The amount of sales tax is based upon the suggested retail price of a Product, calculated at your local tax rate.
6.2	Exemption from Collection of State Sales Tax	If allowed by law in your home state and approved by the Company, you may collect, document, report, and pay your own sales tax to your state. You may do so by obtaining a Resale Tax Number from your state department of revenue or tax and sending the Company a proper sales tax exemption form. The Company cannot exempt any of your orders from pre-collected state sales tax until all proper documentation is on file with the Sales Tax Department of the Company.

	<b>Section 7</b>	<b>Advertising and Promotional Activities and Materials</b>
7.1	Use of Business Support Materials	Subject to the exception in Section 7.10 regarding Affiliate Business Support Materials, you may only use Business Support Materials that are consistent with the claims, marketing and materials that have been produced and distributed by the Company for the promotion of the business, the Products and the Sales Compensation Plan.
7.2	Use of Trademarks and Copyrights	<p>(a) The Company’s trademarks and copyrights are valuable assets and the Company strictly regulates the use of these trademarks and copyrights to ensure that they do not lose their value to the Company or its Distributors. You may not use the Company’s trademarks, copyrights and other intellectual property rights, registered or otherwise, in any form except as specifically authorized by these Policies and Procedures or as otherwise approved in writing by the Company. The Company may prohibit the use of the Company’s trademarks or copyrights in any Business Support Materials or other medium.</p> <p>(b) You are liable to the Company for any damages arising out of your misuse of the Company’s trade names, trademarks, copyrights and other intellectual property rights, in any form except as specifically authorized by these Policies and Procedures or as otherwise approved in writing by the Company.</p>
7.3	Product Claims	You may only make the specific Product related claims and representations published in Business Support Materials, and Company literature, and using claims or representations that have been approved by the Company for use in Business Support Materials where you are making the claims.
7.4	Medical Claims	You may not make medical claims, or state or imply that any Product is formulated, designed or approved by the Company or any regulatory authority to mitigate, treat, cure or prevent any disease or medical condition. These representations would imply that the Products are drugs rather than nutritional and dietary supplements. You also may not compare Products to drugs or make drug or medical claims. Any such representations, claims or comparisons by you may result in your personal liability and are prohibited by the Company.

7.5	No “FDA Approved” Claims	<p>You should not state or imply that any Product is registered or approved by the United States Food and Drug Administration (“FDA”) or any other regulatory authority. The FDA does not require or grant specific approval for the individual nutritional and dietary supplement Products that the Company sells. When making Product benefit claims or giving personal testimonials regarding nutritional Products that are “structure/function” claims, the claim or testimonial must be accompanied by the following disclaimer:</p> <p><i>“These statements have not been evaluated by the U.S. Food and Drug Administration or any other local authority. This product is not intended to diagnose, treat, cure, mitigate or prevent any disease.”</i></p> <p>Structure/function claims describe the role of a nutrient or dietary ingredient intended to affect normal structure or function in humans, for example, “calcium builds strong bones.” They are not pre-approved by the FDA but must be truthful and not misleading and based upon competent and reliable scientific substantiation.</p>
7.6	Before & After Photographs	<p>You may generate your own content to demonstrate how Products are used. But only those marketing materials, pictures and videos that are consistent with the guidelines provided by the Company, that you have rights to use, own or create consistent with such guidelines and accurately depict personal testimonials and actual experiences of product users, may be used to demonstrate Product benefits or results. Before &amp; After photographs may be subject to additional guidelines and requirements to assure compliance with all applicable laws and regulations.</p>
7.7	Modifications to Product Packaging and Promotional Materials	<p>You may not modify any packaging, labels, literature or instructions for use for any Product. You may not give instructions to use a Product in any way not described in the Company’s current approved literature. Any such modifications or instructions by you may result in your personal liability.</p>
7.8	Income Claims	<p>It is important that all Affiliates are fully informed and have realistic expectations concerning the income opportunity associated with being a Affiliate. To help make sure all Affiliates have realistic expectations, you must comply with the provisions of this Section 7 in all aspects of your business activities. Most importantly, you may not make any claims, specific or implied, regarding the income opportunity that are false or misleading, including income guarantees of any kind. You may not exhibit actual or facsimile Commission or Bonus checks.</p>

7.9	Income Claims related to Lifestyle Claims	<p>You may only make lifestyle claims (e.g., my business allowed me to buy a boat, quit my job, purchase a new home, etc.) or claims regarding the level of Bonuses or income associated with your business if the following conditions are met:</p> <ul style="list-style-type: none"> <li>(a) The information must be accurate and not misleading;</li> <li>(b) The information must be based on your experience and actual compensation level, or the experience and income level of Affiliates in your immediate upline or Downline Organization, or be consistent with information in Company or Business Support Materials;</li> <li>(c) The compensation claim must be stated in a monthly or annual amount and the actual percentage of Affiliates earning that amount;</li> <li>(d) You must simultaneously disclose in immediate proximity to the compensation claim, the most recent Affiliate Compensation Summary, if the Company has published such a summary;</li> <li>(e) You may not make any claim regarding the amount of time required to reach specific compensation levels without prior written approval from the Company;</li> <li>(f) If you make claims regarding “income” or “profit” rather than “commissions”, “bonuses” or “compensation” you must either net out the expenses you incurred in generating such income or disclose the amount of expenses that you incurred in generating such income; and</li> <li>(g) If you make claims regarding Commission or Bonus levels you must note that such amounts are gross amounts before the deduction of expenses associated with doing the business.</li> </ul>
7.10	Affiliate Produced Business Support Materials	<p>In order to promote the Company and business opportunity Affiliates may produce, utilize and distribute their own Business Support Materials and Services for their own business use and for use by other Affiliates only if they comply with the terms of these Policies and Procedures.</p>

7.11	No Endorsement or Approval by Company	Although the Company allows certain Affiliates to produce, utilize and distribute Sales Leader Business Support Materials for use by other Affiliates, you need to be aware that these Affiliate Business Support Materials are independently produced by Affiliates and are not produced, endorsed, recommended or approved by the Company. If you elect to purchase or use Affiliate Business Support Materials, the Company (i) has no responsibility or obligation to you regarding refunds and exchanges, and (ii) does not guarantee that the Affiliate Business Support Materials comply with all applicable laws and regulatory requirements. Moreover, the purchase of such materials is not required and there can be no guarantee that such Affiliate Business Support Materials will contribute meaningfully to your business. You should evaluate the purchase of Business Support Materials carefully. You should not spend more on such Affiliate Business Support Materials than can be supported by your current level of Bonuses under the Sales Compensation Plan.
7.12	License for Affiliate Business Support Materials	A qualified Affiliate must execute and submit to the Company a License Agreement prior to producing any Affiliate Business Support Materials. The License Agreement is for a term of two-years and must be renewed if you want to continue to produce and use your Affiliate Business Support Materials. The License Agreement grants you the right to use certain Company trademarks and trade names and sets forth the terms and conditions you must agree to abide by in order to produce Business Support Materials and utilize the Company's trademarks.
7.13	Use of Affiliate Business Support Materials	All Affiliate Business Support Materials, must be produced and used in accordance with any guidelines, branding, claims or requirements as set forth by the Company in these Policies and Procedures or as from time to time revised. Business Support Materials are subject to review, amendment, revision or deletion upon request by the Company and Affiliates agree to make such revisions or take such actions as Company requests with respect to such Business Support Materials.
7.14	Sales of Affiliate Business Support Materials	Affiliates who sell their Business Support Materials to other Affiliates must comply with these Policies and Procedures and any supplement to these Policies. Affiliate Business Support Materials may be sold only for the purpose of promoting Products and the Company's business and for assisting, training, and motivating other Affiliates in their promotion of the Products and the Company's business. Affiliates cannot require downline Affiliates to purchase their Business Support Materials. In addition, the Business Support Materials sold to others must be at price consistent with what other similar materials could be purchased in the marketplace. Affiliates who sell Business Support Materials must provide to purchasers of such materials the same right to return such

		<p>materials as the Company provides to purchasers of its Products.</p> <p>If Affiliate Business Support Materials are generic and/or not related to the Company, its products, business opportunity or other sales, motivation or training activities, Affiliates may not utilize Company meetings, online forums, conventions or other events to personally promote, sell or directly solicit sales of your generic materials or training on any topic unrelated to the Company business from any Make Affiliate or Make Customers. Such promotion must take place outside of Company forums.</p>
7.15	Promoting Positive Values	<p>The Company's intends to foster a culture based on principles of goodness, fairness, honesty, integrity, the importance of family values, and the importance of leadership in our homes, community and country. The business opportunity is not based on any particular views, with respect to race, gender, religious beliefs, or political affiliations. Therefore, when you are selling Products, training your Downline Organization, or promoting the business opportunity, you may not promote, advocate, sell, or include literature, books, or other content that promotes any other organization, individual, or philosophies whether religious, political, business, or social, or that implies any association between the Company and any other organization. Company and Affiliate meetings, calls or any other functions may not be used as a forum to promote or express religious, political, other social organizations, companies, events, or individuals.</p>
	<b>Section 8</b>	<b>Mass Media; General Advertising</b>
8.1	Promotions using mass media	<p>Affiliates are allowed to make use of their own social media pages and platforms to promote Products. However, to maintain a level playing field for all Affiliates, Affiliates are not allowed to buy paid ads on social media platforms or to buy ads on other websites or other forms of mass media such as magazines, television outlets, or newspapers. Products may be promoted by personal contact and endorsement either directly or through your social media links, or by literature produced and distributed by the Company or by Affiliates in accordance with these Policies and Procedures. (You may place generic opportunity advertisements in jurisdictions allowing that type of advertisement, but only in accordance with the Policies and Procedures of the Company.)</p>

8.2	Media Interviews	You may not promote the Products or opportunity through interviews with the media, articles in publications, news reports, or any other public information, trade, or industry information source, unless specifically authorized, in writing, by the Company. This includes private, paid membership, or “closed group” publications. You may not speak to the media on the Company’s behalf, and may not represent that you have been authorized by the Company to speak on its behalf. All media contacts or inquiries should be immediately referred to the Company.
8.3	Telephone Directories	In order to advertise in the yellow pages or list your name in the white pages of a locally circulated directory in your area or via an internet telephone directory, you must have previously attained and currently enjoy active status as a [Premium] Affiliate or above, at the time the agreement for that listing is signed. In the white pages the advertisement is to be limited to two lines containing the words “Make Wellness (or “MAKE”) Affiliate Marketer, John Doe (your name),” and a telephone number. Neither bold print nor display advertisements are allowed. The advertisement must be in the Affiliate’s name only. In the yellow pages the advertisement must be placed under the category of “Nutrition” or another Company approved category.
8.4	Distributing Promotional Materials	All promotional materials, including, but not limited to, flyers, business cards, and Sales Leader Business Support Materials approved and registered in accordance with these Policies and Procedures, may be distributed through personal contact only.
<b>Section 9</b>		<b>Retail Stores, Service Establishments, Trade Shows</b>
9.1	Retail Stores	You may not sell Products and/or promote the Company’s business opportunity through retail stores such as health food stores, grocery stores, and other such establishments. You are also prohibited from selling to any Person who will ultimately sell the Products through retail stores. You may, with the prior consent of a retail establishment, place Company-produced Advertising Material and/or Personalized Advertising Material within the establishment. However, Advertising Material must not be visible to the general public in a manner as to attract the general public into the retail establishment.

9.2	Service Establishments	<p>Service Establishments include brick-and-mortar locations where personal services are offered, such as spas, clinics, beauty salons, gyms, doctor’s offices, massage studios, or nail boutiques. Owners and employees of these types of service establishments may promote and sell Products within those establishments. In the event of a conflict or concern, the Company reserves the right to determine with any particular Service Establishment is an appropriate place for Products to be promoted or sold.</p>
9.3	Trade Shows & Conventions	<p>In general, you may not sell any Products of the Company or promote the Company’s opportunity at flea markets, swap meets, bazaars, supermarkets, exercise clubs, athletic leagues and games, malls or any other similar gatherings where the opportunity or Products may be displayed. However, upon the prior written approval of the Company, an Affiliate may rent a booth or set up an exhibit at a Company-approved trade show or convention (“Convention”). If you are an Affiliate who wants to set up a booth or exhibit at a Convention you must comply with the following requirements:</p> <ul style="list-style-type: none"> <li>(a) Convention theme must be directly related to the Company’s business; (b) You must submit to the Company a proposal regarding the Convention and obtain prior written approval from the Company (typically requires four weeks of lead time);</li> <li>(b) You may only use Company-produced Advertising Materials. The purchase of a Company produced banner to display in the booth is required;</li> <li>(c) You may not reference the Company in any form of Advertising Material that implies that the Company is participating in the Convention. Instead, any Company-approved advertisement or promotional material must make specific reference to you as an independent Affiliate of the Company, including any maps or listings prepared by the sponsor of the Convention;</li> <li>(d) You may not use the Convention to promote any product, service, or business opportunity other than the Company’s business opportunity and Products;</li> <li>(e) During the Convention you must personally comply with the Policies and Procedures and you are responsible for (i) the actions of every individual who works in the booth at the Convention, (ii) all material distributed at the Convention, and (iii) all other aspects of participation in the Convention; and</li> </ul>

		<p>(f) In addition to the other remedies provided in the Policies and Procedures, the Company reserves the right to deny future Convention participation for any policy violation at a Convention.</p> <p>Typically, to prevent conflicts, the Company will only approve one booth to be present at any given Convention.</p>
	<b>Section 10</b>	<b>Use of Internet</b>
10.1	Use of Internet	<p>You may use the Internet to promote the Company, including its Products, if such use is specifically authorized by Sections 10.2 and 10.3 and is in compliance with all of the provisions of these Policies and Procedures as well as the written guidelines for internet use established by the Company. All other uses of the Internet to promote the Company or its Products or its Sales Compensation Plan are prohibited.</p>

10.2	Permitted Internet Activities	<p>All Affiliates may utilize the Internet as follows:</p> <p>(a) You may use the Internet, including social media sites, blogs, and related applications, and other sites that enable user participation and user generated content, forums, message boards, blogs, wikis and podcasts (<i>e.g.</i>, Instagram, Facebook, X, TikTok etc.) to (1) communicate preliminary information about the Company and your involvement with the Company, (2) direct users to Company Internet Marketing Site, and (3) post Company produced Business Support Materials.</p> <p>(b) You are allowed to utilize Company produced Affiliate websites.</p> <p>(c) You may use generic (i) business opportunity websites, (ii) splash pages, or (iii) social media with links to Company websites. These generic pages may not contain the Company’s trademarks or other copyrighted material and may not contain information on the Company, its Products or its business, or pictures of Products or corporate facilities/personnel. They also must not contain any false or misleading information.</p> <p>The Company has the right to make the determination, in its sole discretion, whether your use of the Internet is permitted under this section or whether such use is a prohibited Internet Marketing Site. Additionally, you must comply with Company published guidelines governing use of the Internet which may change from time to time, and it is your responsibility to know the current guidelines and comply with them. In case of a violation, in addition to taking disciplinary action against you in accordance with Section 15 of these Policies and Procedures, the Company may require you to immediately remove any information or marketing site that is in violation of Company policies.</p>
10.3	Spam	<p>You must comply with all laws regarding the sending of email messages, including the CAN-SPAM Act of 2003, and it is your duty to become and remain informed about the requirements of these laws. You are prohibited from sending unsolicited email regarding your website or business to individuals who have not specifically requested information regarding the Company’s business opportunity or Products. In the event an individual who has formerly agreed to receive email information concerning the business opportunity and/or Products later requests that you cease sending the individual email, you must honor this request immediately.</p>
<b>Section 11</b>		<b>Lead Generation</b>

		<p>Before you sell, purchase, or use any lead in the promotion of the business, you must verify that the lead has been properly obtained and is legal for use in the area where you are contacting the identified lead. This includes but is not limited to ensuring the lead’s compliance with “Do Not Call” lists in the country, state, or region where the lead’s address is located. Any violation of laws related to leads is the sole responsibility of the persons providing and contacting the leads. The person committing the violation must indemnify the Company for any costs or damages arising from regulatory or personal challenges to the use of the lead.</p>
	<b>Section 12</b>	<b>Speaking or Meeting Fees</b>
		<p>You may not charge a fee to speak at any Affiliate meeting. However, you may be reimbursed for your reasonable out-of-pocket expenses (e.g., travel, hotel, meals) that you incur in attending and speaking at a meeting. In the event you are putting on a meeting or other function, you may charge a fee to Affiliates attending the meeting or other function, but such fee must not be more than is necessary to cover the costs of such meeting or other function.</p>
	<b>Section 13</b>	<b>Recording of Company Events and Presentations</b>
		<p>You may record any Company sponsored event, or any speech or other presentation made by an employee or other representative of the Company at any meeting, event or otherwise if it is only for your own use as an Affiliate representative, and is not posted, distributed, copied or broadcast in any format or media for commercial sale.</p>

	<b>Section 14</b>	<b>Sponsoring</b>
14.1	Becoming a Sponsor	You may only act as a Sponsor if you meet all the requirements and accept all the responsibilities described in the Affiliate Agreement.
14.2	Placement of new Affiliates	You may refer Persons to become Affiliates of the Company by having them submit an Affiliate Agreement to the Company. Upon acceptance by the Company of the Affiliate Agreement form, applicants are placed directly below the Sponsor listed on the Affiliate Agreement. Although a newly sponsored Affiliate may be referred to as part your Downline Organization, this does not create in you any form of ownership interest in that Affiliate or with respect to any information regarding that Affiliate. All Affiliates are part of the Network, and the Network and any information regarding the Network are an asset that is owned solely by the Company and not the Sponsor.
14.3	Distribution of Leads	When the Company receives inquiries from individuals concerning the Company's Products or business opportunity, the Company refers these individuals to Affiliates according to its discretion.
14.4	Responsibilities of Sponsor	<p>You must supervise, train, support, and have on-going communication with (i) any Affiliate that you sponsor, and (ii) your Downline Organization in a manner consistent with the terms of the Affiliate Agreement. Your responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> <li>(a) Provide regular retail sales and organizational training, guidance, and encouragement to your Downline Organization;</li> <li>(b) Exercise your best efforts to make sure that all Affiliates in your Downline Organization properly understand and comply with the terms and conditions of the Affiliate Agreement and applicable national and local laws, ordinances, and regulations;</li> <li>(c) Intervene in any disputes arising between a customer and any of your Downline Organization and attempt to resolve the disputes promptly and amicably;</li> <li>(d) Maintain contact with your Downline Organization and be available to answer questions;</li> <li>(e) Provide training to ensure that the Product sales and opportunity meetings conducted by your Downline Organization are conducted in accordance with the Affiliate Agreement, current Company literature, and in</li> </ul>

		<p>accordance with any applicable laws, ordinances, and regulations;</p> <p>(f) Monitor the activities of those you personally sponsor and those in your Downline Organization and work in good faith with the Company to prevent the violation of these Policies and Procedures and manipulation of the Sales Compensation Plan;</p> <p>(g) Supervise and assist your Downline Organization's efforts to sell the Company's product to retail customers; and</p> <p>(h) Cooperate with the Company regarding investigations of your Downline Organization, and, upon request from the Company, provide all relevant information pertaining to any investigation.</p>
14.5	Line Switching	You may not encourage, entice, or otherwise assist another Affiliate to transfer to a different Sponsor. To do so constitutes an unwarranted and unreasonable interference with the contractual relationship between the Company and its Affiliates. This prohibition includes, but is not limited to, offering financial or other tangible incentives for another Affiliate to terminate an existing Affiliate account and then resign under a different Sponsor. You agree that a violation of this rule inflicts irreparable harm on the Company and agree that injunctive relief is an appropriate remedy to prevent that harm. The Company may also impose penalties on any Affiliate that solicits or entices an existing Affiliate to change lines of sponsorship.
14.6	No Purchase Required	You may not require any Affiliate or prospective Affiliate to purchase any Products or any Business Support Materials or imply that any such purchase is required.
14.7	Correct Information	Information submitted to the Company must be true and accurate. You may not encourage or assist any Affiliate or prospective Affiliate to provide false or inaccurate information in their Affiliate Agreement or any other Company form.
14.8	Prohibition on Marketing Activities Outside Authorized Countries	Pre-marketing conduct in countries other than the United States is prohibited. The Company will inform all Affiliates when marketing activities outside of the United States can begin for Authorized Countries.
	<b>Section 15</b>	<b>Restrictive Covenants</b>
15.1	Ownership of Network	You acknowledge and agree that: (i) the Network is protected as a valuable, proprietary, trade secret asset that is owned by

		<p>the Company; (ii) the Network has been developed for the exclusive benefit of the Company and Affiliates as they promote authorized business activities and Products of the Company through the Network; (iii) the protection of the Network is fundamental to the ongoing success of both the Company and its Affiliates; and (iv) a violation of your obligations under this section inflicts irreparable harm to the Network, to the Company and to fellow Affiliates. Based on the foregoing, you agree that the breach of your obligations under these Policies and Procedures would constitute an unwarranted and unreasonable interference with the contractual relationship between the Company, its Affiliates and customers, and damage the competitive business interest and integrity of the Company and Network.</p>
15.2	Non-Solicitation	<p>You agree not to directly solicit someone to leave the Company to go to a Competing Company or to a Company that sells Competing Products. In addition, in the event a person has a contractual obligation with another direct selling company that would prevent them from joining the Company as an affiliate then you agree not to solicit or target that person to join the Company. You also agree to abide by the Code of Ethics of the U.S. Direct Selling Association, which prohibits an Affiliate from systematically targeting the sale representatives of any other specific company for the purpose of enticing them to join the Company. All these types of solicitations are a breach of these Policies and Procedures and the Affiliate Agreement and are grounds for discipline, up to and including, Termination.</p> <p>If a person from another company contacts you, or if, in your normal course of business, you meet a sales representative from another company that desires to join the Company, it is acceptable to discuss the business and sponsor them, provided the company with which they are currently in an agreement with allows it. All Affiliate applicants represent and covenant that they are not violating any contract with another company at the time they submit their application. The Company will not support or assist an Affiliate in defending any claim against an Affiliate brought by another direct selling company alleging breach of contract, tortious interference with contract, breach of confidentiality, or any other similar restrictive covenant.</p>
15.3	Exclusivity Non-Competition -- Outside Businesses Generally	<p>The Company recognizes that Affiliates may have jobs or business interests apart from the Company. While the Company does not prohibit Affiliates from such activities, they must be consistent with the Affiliate's commitment to the Company's business and not compromise the Affiliate's contractual obligations with either the Company or with other companies. To that end, selling or distributing products for other companies while an Affiliate must not violate any non-</p>

		competition, non-solicitation, or confidentiality agreement entered with any other organization or entity. Further, as outlined in Section 15.2, by engaging in such activities, Affiliates must not be violating any agreement or contract, including confidentiality, non-disclosure, non-compete, or non-solicitation entered in with any other organization.
15.4	Competing Companies/ Competing Products	The Company's intention is to enable its Affiliates to represent and sell whatever products the Affiliate chooses. However, once an Affiliate reaches a certain leadership and income level within the Company, the Affiliate agrees that it would be problematic and damaging to the Company and its Affiliates for such an Affiliate to represent Competing Products or Competing Companies that compete with the Company's business opportunity or products. The Company will regularly evaluate products or companies in question as well as the Company's core product offering, keeping the best interest of the Company and its Affiliates in mind. While any Affiliate may choose to represent Competing Products, or engage with Competing Companies of their choosing, once an Affiliate achieves or exceeds compensation of \$5,000 per month within the Sales Compensation Plan, the Company may cap your total compensation at \$5,000 with any remaining amounts in excess of those limits forfeited to the Company, In addition to such cap, the Company may, at its sole discretion, restrict or eliminate recognition at Company events and functions, as well as restrict eligibility for trips or other bonuses or programs as published from time to time.
15.5	Protecting the Company's Brand and Goodwill	Affiliates' outside businesses and activities must comply with the following: <ul style="list-style-type: none"> <li>• No outside business may use the good name or platforms, forums or websites of the Company to promote or sell non-Company Products;</li> <li>• Company Products or Competing Companies may never be sold with or represented with non-Company products, whether they are Competing Products, complementary, or distinct;</li> <li>• No Affiliate may design, manufacture, or resell their own line of goods that are considered Competing Products, particularly to other Affiliates;</li> <li>• No third-party business may be used to solicit Customers or recruit Affiliates for participation in the Company. This restriction includes third-party promotion by media, event organizers, etc.; and</li> <li>• All outside business activity must comply with all other policies set forth in this document.</li> </ul>
15.6	Promotion of Non-Company Products	While Affiliates are permitted to have other direct sales and non-direct sales businesses consistent with this Section 15.6, Affiliates may not use the good will, name or brand or

		marketing materials of the Company to elevate other businesses or potentially cause Customer confusion by blending them. Whether or not this has occurred will be determined by the Company in its sole discretion.
15.7	Post-Termination Obligations	Certain Affiliates may agree to restrictions on their activities following the Termination of their Affiliate Agreement. Key leaders in the Company, and those who enter into additional agreements with the Company, may be subject to such restrictions as detailed in their agreements with Company. Unless otherwise set forth therein, Affiliates are not prohibited from entering into new contracts with other direct selling companies following the Termination of their Affiliate Agreement with the Company. However, all Affiliates must abide by the Non-Disclosure, Confidential Information, and other confidentiality terms and conditions set forth in the Affiliate Agreement and in these Policies and Procedures. The Company reserves the right to take all actions, whether at law or in equity, to protect its Confidential Information and enforce the Confidential Information provisions of the contract.
15.8	Confidentiality-Definition of Confidential Information	<p>“Confidential Information” includes, but is not limited to, all information belonging to Make Wellness that is not generally known to the public, in spoken, printed, electronic, or any other form or medium, which was obtained from Make Wellness, or which was learned, discovered, developed, conceived, originated, or prepared by Affiliate in the scope and course of their Affiliate Agreement with Company, relating directly or indirectly to: Company’s business processes, practices, methods, policies, plans, publications, documents, research, operations, strategies, techniques, agreements, contracts, transactions, know-how, trade secrets, computer programs, computer software—including third-party software integrated into Company’s website and mobile applications, applications, operating systems, web design, databases, manuals, records, supplier information, vendor information, financial information, accounting information, accounting records, legal information, marketing information, advertising information, pricing information, employee lists, Affiliate lists, supplier lists, vendor lists, reports, market studies, sales information, revenue, costs, formulae, communications, algorithms, product plans, unpublished patent applications, specifications, customer information, customer lists, manufacturing information, factory lists, distributor lists, and buyer lists of Company or other associated third party or of any other person or entity that has entrusted information to Company in confidence.</p> <p>For the avoidance of doubt, Confidential Information includes identities and contact information of Company Customers and Affiliates, Affiliates’ Personal and/or Team sales volumes, and Affiliate Title and/or achievement levels. Confidential</p>

		Information includes information made available to Affiliates in their respective Company Back Office. Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or information that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.
15.9	Access to Confidential Information	The Company grants Affiliates access to such Confidential Information solely for the purposes of running their Affiliate account and for the fulfillment of the Affiliate Agreement. Affiliates hereby acknowledge and agree that Confidential Information constitutes proprietary business trade secrets belonging solely to Company. Affiliates have no claim, right, or title to any Confidential Information. Such Confidential Information is provided to Affiliates in strictest confidence and is made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective sales Teams in the development of their Affiliate business. Affiliates and Company agree that, but for this obligation of confidentiality and nondisclosure, Company would not provide Confidential Information to the Affiliate.
15.10	Protection of Confidential Information	<p>Affiliates are required to take reasonable measures to protect Confidential Information, such as keeping computers or laptops password protected, keeping confidential materials in locked drawers, avoiding public-use computers for activities relating to their Company efforts, and so on. In addition to other reasonable protective measures Affiliates hereby agree to take, in order to further protect Confidential Information, Affiliates further agree to not to do any of the following, on their own behalf, or on behalf of any other person, or Business Entity:</p> <ul style="list-style-type: none"> <li>(a) Directly or indirectly disclose any Confidential Information to any third party, including but not limited to Affiliates outside of their Team or Sponsor, vendors, Customers, or family members;</li> <li>(b) Directly or indirectly disclose the password or other access code to their Company Back Office to any third party;</li> <li>(c) Use any Confidential Information to compete with Company or to recruit any Affiliate or Customer, or for any purpose other than to promote their Affiliate account;</li> <li>(d) Recruit or solicit any Affiliate or Customer of Company listed on any report or in the Company Back Office, or in any manner attempt to influence or induce any Affiliate or Customer to alter their professional relationship with Company; or</li> <li>(e) Use or disclose to any person or Business Entity any Confidential Information.</li> </ul>

15.11	Enforcement	<p>Each Affiliate agrees that if they violate the terms of this confidentiality provision, the Company may be irreparably harmed. Affiliate therefore further agrees that the Company will be entitled to immediate temporary, preliminary, and permanent injunctive relief to enforce the terms of this provision, prevent the use and/or disclosure of Confidential Information, and otherwise seek relief to protect its Confidential Information.</p> <p>Following an Affiliate’s non-renewal of their Affiliate Agreement, Termination for inactivity, or voluntary or involuntary Termination of their Affiliate Agreement (all of these methods are collectively referred to as “Termination,” after which the Affiliate Agreement will have been “Terminated”), Affiliates must discontinue use of Confidential Information and must either destroy or return the Confidential Information in their possession at the instruction of the Company. The provisions of this Section 15.11 will survive Termination of the Affiliate Agreement for a period of one (1) year following Termination.</p>
15.12	Relationships with Corporate Employees	<p>To avoid situations where personal relationships may affect the decision-making, judgment, job duties, or loyalty of the Company by Affiliates, the relationship between Affiliates and corporate employees must remain professional. Anything outside of a professional relationship presents a conflict of interest and is prohibited.</p>
<b>Section 16</b>		<b>Enforcement of Agreement</b>
16.1	Termination	<p>The Affiliate Agreement may be cancelled or “Terminated”:</p> <ul style="list-style-type: none"> <li>(a) By either Party effective immediately in the event of a material breach of the Affiliate Agreement;</li> <li>(b) By the Affiliate at any time; or</li> <li>(c) By the Company upon 30 days’ written notice.</li> </ul> <p>If you breach this Agreement, or if the Company determines that you have engaged in or are engaging in any illegal, fraudulent, deceptive, or unethical business conduct, the Company may Terminate this Agreement. The Company may also terminate the account of any Affiliate who has violated any of these Policies and Procedures, subject to the Notice provisions of the Affiliate Agreement and the Dispute Resolution provisions of Section 17.</p> <p>If your Affiliate contract is cancelled, the Company shall pay you any compensation that the Company owes to you but is unpaid as of the effective date of Termination of your Affiliate</p>

		Agreement. The Company may institute legal proceedings for monetary and/or equitable relief at its sole discretion.
16.2	Reapplying to be an Affiliate	<p>After Termination, as long as your Affiliate Agreement was not Terminated by the Company, you may reapply as an Affiliate, following the same process set forth in Section 3 “Becoming an Affiliate.” If the Company accepts the Enrollment Application of a former Affiliate, the Company and the Affiliate will have formed a new Affiliate Agreement and the Affiliate will be considered to have “reactivated” their Affiliate account.</p> <ul style="list-style-type: none"> <li>(a) If you reactivate within six months of Termination: <ul style="list-style-type: none"> <li>(i) You will retain your previous Affiliate ID number, and unless Company determines otherwise:</li> <li>(ii) You may not change your Sponsor.</li> <li>(iii) You will not have any of your previous Downline reassigned to you.</li> </ul> </li> <li>(b) If you reactivate 6 months or more after Termination: <ul style="list-style-type: none"> <li>(i) You will be issued a new Affiliate ID number.</li> <li>(ii) You may change your Sponsor but are not required to do so.</li> <li>(iii) You will not have any of your previous downline reassigned to you.</li> </ul> </li> </ul>
16.3	Suspension of Account for Prolonged Absences	Upon written request from the Affiliate, the Company may in its sole discretion “Suspend” an Affiliate’s Account for absences related to the birth or adoption of a child, military assignments, or care for oneself or family members due to prolonged illnesses. Such Suspension will be lifted without penalty to the Affiliate after the agreed duration. The Affiliate may request an extension to the Suspension if an absence is likely to proceed past the agreed duration, which extension may be granted in the Company’s sole discretion. Once the Suspension has been lifted, all normal Affiliate obligations apply immediately.

16.4	Change of Address and Contact Information	It is the responsibility of the Affiliate to update contact information and payment information on file with the Company. Company is not responsible for misdirected communications, undeliverable payments, etc., resulting from an Affiliate's failure to update contact or banking information.
16.5	Effect of Termination	<p>So long as an Affiliate remains Active and complies with the terms of the Affiliate Agreement, including the Policies, the Company will pay Commissions and Bonuses to such Affiliate in accordance with the Sales Compensation Plan. An Affiliate's Commissions and Bonuses constitute the entire consideration for the Affiliate's efforts in generating sales and all activities related to generating sales (including building a Team). Following an Affiliate's Termination, the former Affiliate will have no right, title, claim, or interest to the marketing organization which they operated, or any Commission, Bonus, or Product credits from the sales generated by the Team.</p> <p><b>An Affiliate whose Affiliate Agreement is cancelled or terminated will lose all rights as an Affiliate. This includes the right to sell Company Products (including those in on-hand inventory) and the right to receive future Commissions, Bonuses, or other income resulting from the sales and other activities of the Affiliate's former Team. In the event of Termination, Affiliates agree to waive all rights they may have, including, but not limited to, property rights to their former Team and to any Commissions, Bonuses or other Product credits or remuneration derived from the sales and other activities of their former Team.</b></p> <p>Following an Affiliate's Termination of their Agreement, the former Affiliate (the "Terminated Affiliate") agrees to not represent themselves as an Affiliate and will not have the right to sell Company Products or services, including any Company Products remaining in their inventory. A Terminated Affiliate is permitted to personally use on-hand inventory, to give to individuals who have no intent to redistribute or sell, and/or to donate to a charity. A Terminated Affiliate will receive Commissions and Bonuses only for the last full commission period they were Active (as defined herein) prior to Termination (less any amounts withheld during an investigation preceding an involuntary Termination).</p> <p>When an Affiliate Agreement is Terminated, unless pursuant to Section 18 or as otherwise determined by the Company in its sole discretion, the Affiliate's Downline organization is permanently moved to the Affiliate's then-current [Premier] Affiliate after the then-current month's Commission has been processed.</p>

16.6	Involuntary Termination for Business Purposes	The Company reserves the right to Terminate all Affiliate Agreements upon 30 calendar days written notice in the event that it elects to: (i) cease business operations; (ii) dissolve as a corporate entity; or (iii) terminate distribution of its Products via the Sales Compensation Plan.
16.7	Involuntary Termination for Cause	If an Affiliate Agreement is involuntarily cancelled due to a violation of these Policies and Procedures or other breach of the Affiliate Agreement, the Affiliate position will remain in its current position in the Company’s organizational network, and its Downline organization will remain intact until the Company has recouped all costs and losses, including attorneys’ fees, associated with the Termination and the events that are connected with or led to the Termination. This provision includes all costs, fees, and expenses associated with litigation that may result from or be connected with such Termination. Once the Company determines, in its sole discretion, that it has recouped all such costs and losses, the Terminated Affiliate position will be terminated from the Company’s organizational network, and the downline organization shall roll up to the immediately upline [Premier] Affiliate.
16.8	Voluntary Termination	<p>An Affiliate has a right to Terminate the Affiliate Agreement at any time, regardless of the reason.</p> <p>An Affiliate has a right to cancel their Enrollment Application (or Affiliate Agreement, in cases where the Company has already accepted the Enrollment Application), without penalty or obligation, within 3 business days of the date of submitting the Enrollment Application. To cancel, Affiliate must notify Company before 12:00 a.m. (Mountain Time) of the third business day after submitting the completed Enrollment Application via telephone, mail, or e-mail, to receive a full refund. The Right to Cancel Notice will appear during the enrollment process. The Federal Trade Commission (FTC) also provides a form that can be used, which is available online at <a href="https://www.ecfr.gov/current/title-16/chapter-I/subchapter-D/part-429">https://www.ecfr.gov/current/title-16/chapter-I/subchapter-D/part-429</a>.</p> <p>For Terminations after the 3-day cooling off period, Termination must be either:</p> <ul style="list-style-type: none"> <li>(a) Submitted by email to Support@MakeWellness.com. This form must (i) be submitted using the Affiliate’s email address on file with Company and (ii) contain the Affiliate’s name, Affiliate ID Number, and address; or</li> <li>(b) Submitted in writing to the Company at its principal business address, which writing must contain the Affiliate’s signature, printed name, address, and Affiliate ID Number. Communication should be sent to</li> </ul>

		<p>the attention of Company Support, if via email to Support@MakeWellness.com.</p> <p>In addition to written notice of Termination, Affiliates who have consented to Electronic Contracting will Terminate their Affiliate Agreement should they withdraw their consent to contract electronically. See Effect of Termination for other criteria that may apply to resignation.</p>
16.9	Discontinuance of Use of All Branding and Names Upon Termination	<p>If an Affiliate's Agreement is Terminated for any reason, the affected Affiliate must immediately discontinue using the Company's name and all of the Company's trademarks, trade names, service marks, and other Intellectual Property, and all derivatives of such marks and intellectual property, in any postings and all external websites that such Affiliate utilizes. If Affiliate posts on any social media site on which Affiliate had previously identified themselves as a Company Affiliate, they will conspicuously disclose that they are no longer a Company Affiliate.</p>
16.10	Return of Confidential Information	<p>Upon the Termination of Affiliate Agreement, whether voluntary, involuntary, or otherwise, the Affiliate must immediately return to the Company all Confidential Information in the possession, custody, or control of the Affiliate, regardless of the form thereof, whether in paper, electronic records, email, phone, or physical address books, or any other storage media, and must certify to the Company in writing that this obligation has been fully and completely discharged. This Section will survive Termination of the Affiliate Agreement.</p>
16.11	Post Termination Enforcement	<p>The Affiliate Agreement contains provisions that survive Termination of the Affiliate Agreement, regardless of the reason for the Termination. Such provisions include but are not limited to Make Wellness' right to protect its confidential information and intellectual property. The Company reserves the right to enforce all terms of the Affiliate Agreement following Termination using any available legal means, whether at law or in equity. The Affiliate Agreement shall be interpreted and construed in accordance with the laws of the State of Utah, without regard to conflict of law principles. All Affiliates consent to the exclusive jurisdiction and venue of the courts located in Utah County, Utah, for resolution of any dispute arising out of or related to the Affiliate Agreement—except for disputes covered by the Arbitration provisions of Section 17.3 below, which for clarity specifically includes all actions brought by Make Wellness to enforce the Affiliate Agreement post Termination—and waive any objection on the grounds of lack of jurisdiction (forum non conveniens or otherwise) to the exercise of such jurisdiction by any such courts.</p>

	<b>Section 17</b>	<b>Dispute Resolution</b>
17.1	Pre-Arbitration	In the event a dispute arises between the Company and an Affiliate, the Company and the Affiliate agree to try to resolve it informally for 60 days.
17.2	Mediation	For claims involving \$10,000.00 or more that arise from or relate to the Affiliate Agreement or your work with the Company, prior to filing arbitration as set forth below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the Parties cannot agree on a mediator, the complaining party shall request the appointment of a mediator by the American Arbitration Association (“AAA”). The mediation shall occur within 60 days from the date on which the mediator is appointed. Each party shall be responsible for its own costs and expenses of mediation. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney’s fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Salt Lake City, Utah, and shall last no more than 2 business days. If no resolution is reached within that time, the matter will be resolved by binding individual arbitration before the American Arbitration Association (“AAA”) under the Federal Arbitration Act (“FAA”).
17.3	Arbitration	<p>As explicitly agreed in the Affiliate Agreement, no matter will be resolved in court in front of a judge or jury except for those small claims specifically allowed under the Small Claims Option set forth herein, unless you opt out of arbitration within 10 business days of submitting the Enrollment Application. With the exception of small claims, all claims shall be exclusively resolved pursuant to binding arbitration under the Commercial Rules of the American Arbitration Association with arbitration to occur in Utah County, Utah. A neutral arbitrator will decide, and the arbitrator’s decision will be final except for a limited right of review under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity are not allowed. Combining individual proceedings without the consent of all parties is not allowed. An arbitrator cannot combine cases or consolidate claims.</p> <p>The Arbitrator may award, in addition to declaratory relief, contractual damages and shall award reasonable attorney’s fees and costs to the prevailing party. An award of attorney’s fees and costs shall continue through any review, appeal, or enforcement of an arbitration decision. The arbitration decision may be enforced in any court of competent jurisdiction. This provision shall not be construed so as to prohibit either party from obtaining preliminary or permanent injunctive relief in any</p>

		court of competent jurisdiction. The parties each expressly waive their right to collect consequential, punitive, and exemplary damages from the other party. The Company's liability is expressly limited to the value of Products purchased by the Affiliate from the Company that are in resalable condition.
17.4	Disputes Covered	The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the Company concerning the Affiliate Agreement, the Company's Policies, the Sales Compensation Plan, any advertising, marketing, or communications, any Products or services offered or sold, and any purchase transactions or billing, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement by you or the Company of intellectual property rights, confidentiality obligations, non-competition, non-solicitation, or impairment of good will, since these types of claims may require immediate action, which is not always available in an arbitration forum.
17.5	Injunctive Relief	Notwithstanding this dispute resolution provision, nothing herein shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect the Company's interest prior to, during, or following arbitration or other legal proceedings.
17.6	Notice of Dispute	If you have a dispute and have not been able to resolve it with your Sponsor or using the telephone and email contact provided to you for the Company, send a Notice of Dispute by U.S. Mail to the current Make Wellness business address as stated at <a href="http://www.MakeWellness.com">www.MakeWellness.com</a> . Include your name, address, how to contact you, what the dispute is, and what you are requesting from the Company. The Company will do the same if it has a dispute with you. You and the Company will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or the Company may commence arbitration under the rules described above if the dispute is unresolved.
17.7	Small Claims Court Option	Instead of mailing a Notice of Dispute, you may sue the Company in small claims court in your county of residence (or, if a Business Entity, your principal place of business) if you meet the court's requirements.
17.8	Arbitration Procedure	The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if the value of the dispute is \$75,000 or less, its Consumer Arbitration Rules). For more information,

		see <a href="http://www.adr.org">www.adr.org</a> or call 1-800-778-7879. To start an arbitration, submit the form available at <a href="https://www.adr.org/sites/default/files/Commercial_Demand_f_or_Arbitration042020.pdf">https://www.adr.org/sites/default/files/Commercial_Demand_f_or_Arbitration042020.pdf</a> to the AAA and mail a copy to the Company. In a dispute involving \$25,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in Utah County, Utah. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim. The arbitrator will not have the authority to award non-economic, consequential, punitive, exemplary, or incidental damages, or lost profits.
17.9	Disputes Involving \$75,000 or Less	The Company will promptly reimburse your filing fees and pay the AAA’s and arbitrator’s fees and expenses. If you reject the Company’s last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator’s decision (called an “award”), and the arbitrator awards you more than this last written offer, the Company will: (i) pay the greater of the award or \$1,000; (ii) pay your reasonable attorney’s fees, if any; and (iii) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration.
17.10	Disputes Involving More than \$75,000	The AAA rules will govern payment of filing fees and the AAA’s and arbitrator’s fees and expenses.
17.11	Must File Within One Year	You and the Company must file in arbitration any claim or dispute (except intellectual property disputes—see above) within one year from when it first could be filed. Otherwise, the claim or dispute is permanently barred.
17.12	Applicability	This agreement to arbitrate applies to Make Wellness as well as to all owners, officers, directors, employees or principals of Make Wellness, and all others who claim any rights or benefits based upon or relating to the Company/Affiliate relationship or who make any claim or defense based upon or relating to Affiliate Agreement.
17.13	Class Action Waiver	Under the Affiliate Agreement, either the Company or the Affiliate may bring disputes against the other party only in an individual capacity and not as a plaintiff or class member in any purported class action or proceeding, including, without limitation, federal or state class actions or class arbitrations. Accordingly, under the arbitration rules outlined in these Policies and Procedures, an arbitrator will not combine or

		consolidate more than one party's claims without the written consent of all affected parties to an arbitration proceeding.
17.14	Rejecting Future Arbitration Changes	You may reject any change Company makes to this Binding Arbitration and Class Action Waiver (except address changes) by sending the Company notice within 30 days of the change by U.S. mail to Make Wellness at the current address listed on www.MakeWellness.com. If you do, the most recent version of this Binding Arbitration and Class Action Waiver provision before the change you rejected will apply.
17.15	Severability	If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, then those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of this Binding Arbitration and Class Action Waiver is found to be illegal or unenforceable, that provision will be severed but the rest of this Binding Arbitration and Class Action Waiver still applies.
17.16	Conflict with AAA Rules	These terms govern to the extent they conflict with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
	<b>Section 18</b>	<b>General Provisions</b>
18.1	Governing Law and Jurisdiction	<p>Jurisdiction and venue of any matter set forth in the Affiliate Agreement shall reside exclusively in Utah County, Utah. The law of the State of Utah shall govern all matters relating to or arising from the Affiliate Agreement.</p> <p>In any action arising from or relating to the Affiliate Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary or punitive damages.</p> <p><u>Louisiana Residents:</u> Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.</p> <p><u>Additional States Rights:</u> Affiliates that are Montana residents may cancel their Affiliate Agreement for a full refund within 15 days from the date on which the Agreement was submitted.</p> <p>Affiliates that are residents of North Dakota over age 65 have 15 days to cancel any transaction over \$50.</p>

18.2	Indemnity	Each and every Affiliate agrees to indemnify and hold harmless the Company, its shareholders, officers, directors, employees, agents, and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly arising out of or in any way related to or connected with allegedly or otherwise, the Affiliate's: (a) activities as an Affiliate; (b) breach of the terms of the Affiliate Agreement; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.
18.3	Liability	To the extent permitted by law, the Company shall not be liable for, and each Affiliate releases the Company from, and waives all claims for any loss of profits, indirect, direct, special, or consequential damages or any other loss incurred or suffered by the Affiliate as a result of (a) the breach by the Affiliate of the Affiliate Agreement including these Policies and Procedures; (b) the operation of the Affiliate's business; (c) any incorrect or wrong data or information provided by the Affiliate; or (d) the failure to provide any information or data necessary for the Company to operate its business, including, without limitation, the enrollment and acceptance of Affiliate into the Compensation Plan or the payment of Commissions and Bonuses.
18.4	Recordkeeping	The Company encourages all Affiliates to keep complete and accurate records of all their business dealings.
18.5	Force Majeure	The Company shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as but not limited to fire, flood, earthquake, storm, power outages, labor difficulties, strikes, war, government decrees or orders, pandemic, terrorism, and/or curtailment of a party's usual source of supply.
18.6	Violations	It is the obligation of every Affiliate to abide by and maintain the integrity of these Policies and Procedures. If an Affiliate observes another Affiliate committing a violation, they should discuss the violation directly with the violating Affiliate. If the Affiliate wishes to report such violation to the Company, the violations must be detailed and submitted in writing to the Company, with such correspondence marked, "Attention: Legal Department." The report of violation must include the name of the violating Affiliate and the date and particulars of the violation.

18.7	Amendments	<p>The Company reserves the right to amend the Policies and Procedures, its retail prices, Product availability, and the Sales Compensation Plan at any time as it deems appropriate. Amendments will be communicated to Affiliates through commercially reasonable channels which may include publishing a notice on the official Company website, or official Company publications or by providing notice to Affiliate using the contact information provided by Affiliate on the Enrollment Application. Amendments are effective and binding upon written notice to the Affiliate. In the event any conflict exists between the original documents or policies and any such amendment, the amendment will control. If you do not agree to any amendment, you must object in writing within 30 days and follow the Dispute Resolution procedure set forth in Section 17 or cancel your Affiliate in writing no later than the effective date of the amendment. Your continued operation of your Company Affiliate or acceptance of Commissions or Bonuses constitutes your acceptance of any and all amendments.</p>
18.8	No Waiver	<p>No failure of the Company to exercise any power under these Policies and Procedures or to insist upon strict compliance by Affiliates with any obligation or provision herein, and no custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of the Company's right to demand exact compliance with the Affiliate Agreement, including these Policies and Procedures. The Company's waiver of any default by Affiliate shall not affect or impair the Company's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other Affiliate. No delay or omissions by the Company to exercise any right arising from a default affect or impair the Company's rights as to that or any subsequent or future default. Waiver by the Company can be affected only in writing by an authorized officer of the Company.</p>
18.9	Entire Agreement	<p>These Policies and Procedures are incorporated and become part of the Affiliate Agreement which constitutes the entire agreement of the parties regarding their business relationship.</p>
18.10	Severability	<p>If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Affiliate Agreement, including these Policies and Procedures, or any specification, standard, or operating procedure which the Company has prescribed is held to be invalid or unenforceable, the Company shall have the right to modify the invalid or unenforceable provision, specification, standard, or operating procedure or any portion thereof to the extent required to be valid and enforceable, and the Affiliate shall be</p>

		bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.
18.11	Limitation of Damages	<b>TO THE EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR, AND AFFILIATE HEREBY RELEASES THE FOREGOING FROM, AND WAIVES ANY CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO COMPANY PERFORMANCE, NONPERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP OR OTHER MATTERS BETWEEN ANY AFFILIATE AND THE COMPANY, WHETHER SOUNDING IN CONTRACT TORT OR STRICT LIABILITY. THE COMPANY SHALL NOT EXCEED, AND IS HEREBY EXPRESSLY LIMITED TO, THE AMOUNT OF UNSOLD COMPANY SERVICES AND/OR PRODUCTS OF THE COMPANY OWNED BY THE AFFILIATE AND ANY COMMISSIONS OWED TO THE AFFILIATE.</b>
18.12	Notices	<p>Any communication, notice, or demand of any kind whatsoever which the Affiliate may be required or may desire to give or to serve upon the Company shall be in writing and delivered by electronic communication to the following email address: <a href="mailto:Compliance@makewellness.com">Compliance@makewellness.com</a></p> <p>Any communication, notice or demand of any kind whatsoever which the Company may be required or may desire to give or to serve upon the Affiliate shall be in writing and be delivered either by electronic communication to the then current Affiliate email address or may be sent by registered or certified mail to the then current Affiliate physical address. In either case the email or physical address shall be whatever address is then available in the Company's records.</p>