

# PrimeMyBody Affiliate Agreement

## POLICIES & PROCEDURES

Effective: August 11, 2017  
United States  
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These Policies and Procedures (the “Policies”), in their present form and as amended by PrimeMyBody (hereafter “**PrimeMyBody**” or the “Company”), are incorporated into, and form an integral part of, the **PrimeMyBody** Affiliate Agreement. The Policies are a helpful reference for Affiliates who want to learn more about the way this company and its opportunity works. It includes:

- \* A Glossary of Key Terms
- \* Ethical Guidelines
- \* Contractual Obligations
- \* The Policies That Relate to Being an Affiliate.

This also includes:

- \* Placing Orders
- \* Processing Refunds and Exchanges
- \* Rules of the Pay Plan
- \* Managing Your Account

### 1. Agreement

A. Understanding and Incorporation. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the **PrimeMyBody** Affiliate Application and Agreement (the “Affiliate Agreement”), these Policies and Procedures, Social Media Marketing Guidelines, Social Media Marketing Basics and the **PrimeMyBody** Rewards Plan. These documents are incorporated by reference into the **PrimeMyBody** Affiliate Agreement (all in their current form and as amended from time to time by **PrimeMyBody**). It is the responsibility of each **PrimeMyBody** Independent Affiliate to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When referring a new Independent Affiliate, it is the responsibility of the sponsoring Affiliate to ensure that the applicant is provided with, or has online access to, the most current version of these Policies the **PrimeMyBody** Rewards Plan and all other pertinent guidelines prior to his or her execution of the Affiliate Agreement.

B. Amendments. **PrimeMyBody** reserves the right to amend the Agreement and its prices at its sole and absolute discretion. By signing or agreeing to the Affiliate Agreement, a **PrimeMyBody** Independent Affiliate agrees to abide by all amendments or modifications that **PrimeMyBody** elects to make. Amendments shall be effective upon written notice to all Affiliates that the Agreement has been modified. Notification of amendments shall be published

in official **PrimeMyBody** materials. The Company shall provide or make available to all **PrimeMyBody** Independent Affiliates a complete copy of the amended provisions by one or more of the following methods:

- (1) posting on the Company's official website,
- (2) electronic mail (e-mail),
- (3) inclusion in Company periodicals,
- (4) inclusion in product orders or bonus checks, or
- (5) special mailings.

An affiliate's **PrimeMyBody** business or an affiliate's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

## **2. Purpose of Policies**

A. **Purpose.** **PrimeMyBody** is a direct sales company that markets its products through Independent Affiliates. It is important to understand that your success, and the success of your fellow Affiliates, depends on the integrity of the men and women who market our products and services. To clearly define the relationship that exists between Independent Affiliates and **PrimeMyBody**, and to explicitly set a standard for acceptable business conduct, **PrimeMyBody** has established the Agreement.

B. **Compliance.** **PrimeMyBody** Independent Affiliates are required to comply with all of the terms and conditions set forth in the Agreement, as well as all federal, state, and local laws governing their **PrimeMyBody** business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in these Policies carefully. It explains and governs the relationship between you, as an independent contractor and the Company. Please note that the Company and/or its third party administrators charge ongoing fees for the processing and issuance of commissions and bonuses which will be deducted from your commission payments. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from anyone in your upline or the Support Team at **PrimeMyBody**.

## **3. Code of Ethics:**

**PrimeMyBody** is a values-based company that prides itself on the quality and character of its Affiliates. The following guidelines help ensure a uniform standard of excellence throughout our organization. Every **PrimeMyBody** Independent Affiliate is required to practice the following ethical behavior when acting in the name of the Company:

- I will be respectful of every person I meet while doing **PrimeMyBody** related business.
- At all times I will conduct myself and my business in an ethical, moral, legal and financially sound manner. I will not engage in activities that would bring disrepute to **PrimeMyBody**, any **PrimeMyBody** corporate officer, employee or consultant, myself, or other Independent Affiliates.
- I will not imply or state that **PrimeMyBody's** Rewards Plan or products have been approved or endorsed by any government agency.

- I will not make discouraging, disparaging or untrue statements or claims directed toward the Company, its officers, employees, consultants or other **PrimeMyBody** Independent Affiliates. I will ensure that in all **PrimeMyBody** business dealings I shall refrain from engaging in negative language and from using any type of slanderous statements, implications or assumptions.
- I will be truthful in my representation of **PrimeMyBody** products by making no diagnostic, therapeutic, curative or exaggerated claims. I will make it clear that our products do not diagnose, cure, treat, heal or prevent any disease or illness. I understand any claim of cure or treatment is strictly forbidden and may be cause for immediate termination.
- I will clearly, honestly and accurately state the terms of all sales, including price, quality, value, performance, quantity and availability.
- I certify that I have willingly, and with personal knowledge, applied to become a **PrimeMyBody** Independent Affiliate. I have not provided my name and/or personal information to anyone else by which he or she can enroll my name/business/entity as an affiliate in my stead. Furthermore, I will require each prospective Affiliate I refer to complete the required form(s) to enroll himself or herself via an enrollment method acceptable to **PrimeMyBody**.
- I will provide support and encouragement to my customers to ensure that their experience with **PrimeMyBody** is a successful one. I understand that it is important to provide follow-up service and support to my downline.
- I will correctly represent all of the commission and bonus plans available through **PrimeMyBody** and the income potential represented therein. **I will explain clearly that new Affiliates may never earn any income from PrimeMyBody.** I will help potential Affiliates understand that any compensation that they may receive from **PrimeMyBody** will be largely based upon their individual efforts, the amount of time they spend developing their **PrimeMyBody** business as well as their individual talents; there are no financial guarantees. I understand I may not use my own income or that of my upline as an indication of other's potential success, or use compensation statements as marketing materials; this is forbidden and may be cause for immediate termination.
- I will not make negative, disrespectful or misleading comments or comparisons of other direct sales (or MLM or network marketing) companies or their products or services. I shall not take unfair advantage of the goodwill attached to the trade name and symbol of any company, business, product or service.
- I will not engage in any deceptive, false, unethical or unlawful consumer or recruiting practice.
- I will not make any statements, promises or testimonials that are likely to mislead customers or prospective Affiliates.
- I will comply with all requirements of law.
- I will not use the name, likeness or endorsement of any celebrity, professional athlete or other person or entity not approved in writing by **PrimeMyBody** in the marketing of my **PrimeMyBody** business in any form, whether it be by word of mouth, or printed material of any type; I understand that this is forbidden and may be cause for immediate termination.
- I accept and will abide by all of **PrimeMyBody**'s Policies now and as they may be amended in the future.

• I shall safeguard and promote the good reputation of **PrimeMyBody** and its products. The marketing and promotion of **PrimeMyBody**, the **PrimeMyBody** opportunity, the **PrimeMyBody** Rewards Plan, and **PrimeMyBody** products by me shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

Each **PrimeMyBody** Independent Affiliate must conduct his or her business with the highest standards of honesty and integrity. The Company prohibits an affiliate from participating in any activity that is unethical, as determined by the Company, at its sole discretion. Affiliates shall not make negative, disparaging, untrue or misleading comments about the Company, its owners, directors, officers, employees, consultants, other Affiliates of the Company or any other company or such company's products. An affiliate may not engage in any activities that may cause harm to the Company or any other Affiliate of the Company.

#### **4. Your Relationship with the Company**

##### **A. Affiliate Definition**

**PrimeMyBody** Independent Affiliates are independent contractors, and are not purchasers of a franchise or a business opportunity. You have contracted to purchase and resell **PrimeMyBody** products and to refer potential customers and Affiliates to your replicated **PrimeMyBody** website as set forth in these Policies. You are not an agent, employee, partner, or joint venture with the Company. The Company is not responsible for payment or co-payment of any employee benefits. You are responsible for any liability, health, disability, workers' compensation and other insurance you choose to obtain. An affiliate shall not be treated as an employee for his or her services or for Federal or State tax purposes. You may not represent yourself as anything other than an Independent Affiliate. All cards, letterheads, signs, business cards, checks, advertising materials, and verbal conversations, etc. used to promote your **PrimeMyBody** business must make it clear that you are an Independent Affiliate. You have no authority (expressed or implied) to bind the Company to any obligation. All Independent Affiliates are responsible for paying local, state, and federal taxes, self-employment and all other applicable taxes due from all compensation earned as an affiliate of the Company. You must obey any federal, state, and local laws, as well as company rules and regulations pertaining to your independent **PrimeMyBody** Affiliate Agreement as well as the acquisition, receipt holding, selling, distributing or advertising of **PrimeMyBody**'s products or opportunity. Each Affiliate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Affiliate Agreement, these Policies, and applicable laws.

To become a **PrimeMyBody** Affiliate, each applicant must:

- Submit a properly completed Affiliate Application and Agreement to **PrimeMyBody** through the online Affiliate enrollment process.
- Purchase a **PrimeMyBody** Active Business Center (ABC) (optional in North Dakota);
- Be of the age of majority in his or her state of residence; (However, if you are 16 or 17 years of age, you may enroll as a secondary applicant on an affiliate account, listing your parent(s) as the primary applicant. The account must be listed under your social security number, and your parent may not have more than one account.)

- Reside in the United States or U.S. Territories or in a country in which **PrimeMyBody** has officially announced that it is open for business; and
- Have a valid social security, federal tax ID number or other official federally issued number.

**B. Date of Acceptance**

An applicant becomes an approved **PrimeMyBody** Independent Affiliate on the date the Affiliate Agreement is received and accepted by the Company.

**C. Company Week Time Period**

All Affiliate Agreements will be credited to the week in which they are received and accepted by **PrimeMyBody**. Our week runs from Sunday 12:00 AM CST to Saturday 11:59 PM CST.

**D. Application Submission**

**PrimeMyBody** is not responsible for delays in the processing of Affiliate Agreements. When you complete and submit our online enrollment form on the website, please do not follow with a hard copy by mail.

**E. Bonus Period Inclusion**

A person must become an approved **PrimeMyBody** Independent Affiliate by the last day of a bonus period in order to be included in that week's bonus and qualification computations. All accepted Affiliate Agreements will be credited to the week during which the Affiliate Agreement is accepted. The bonus period week runs from Sunday 12:00 AM CST to Saturday 11:59 PM CST.

**F. Approved Legal Entities As PrimeMyBody Affiliates**

A corporation, partnership, limited liability company or trust (a "Business Entity") may become a **PrimeMyBody** Independent Affiliate. Business Entities must submit a completed Business Entity Registration Form, found in the Virtual Business Manager. Business Entities must submit certified copies of their formation documents and attest to the management and ownership of the Business Entity or, in the case of a trust, the name of the Trustee and the Beneficiaries. The Business Entity must also submit certificate of good standing from the jurisdiction in which it was formed. You may not use the name **PrimeMyBody** or any of its product names as the name of your business entity. All of these documents must be submitted within 30 days of the acceptance of the Business Entity's Affiliate Agreement. The authorized officer, agent or trustee must sign the Affiliate Agreement. All the shareholders, members, managers, officers, directors, partners, agents or employees, as applicable (the "Principals"), shall agree to abide by **PrimeMyBody** Policies and Procedures. If any Principal is found to be in violation of the Policies and Procedures, then the entire entity will be considered to be in violation.

**G. Marriage Between Established PrimeMyBody Affiliates and Affiliate Positions**

If you are an established **PrimeMyBody** Independent Affiliate and you marry another established **PrimeMyBody** Independent Affiliate, each of you may retain your separate Affiliate positions, as long as they are in the same downline. Please notify **PrimeMyBody** immediately if you are not in the same downline.

#### H. Annual Renewal Fee

Except where prohibited by law, you are required to purchase an Active Business Center (\$39. USD non-refundable annual fee) at the time of submission of your Affiliate Agreement to **PrimeMyBody**. The term of your Affiliate Agreement is one year from the date of its acceptance by **PrimeMyBody**. **PrimeMyBody** Independent Affiliates must renew their Affiliate Agreement by paying an annual non-refundable renewal fee of \$39 on or before the anniversary date of their Affiliate Agreement. A **PrimeMyBody** Independent Affiliate that does not renew their Affiliate Agreement (Active Business Center) would be given a seven (7) day grace period. If at the end of the seven (7) day grace period, the Affiliate has still not renewed their Affiliate Agreement, their total Reward Points would be purged permanently. If your renewal fee is not paid within 60 days after the expiration of the current term of your Affiliate Agreement, your Affiliate Agreement will be terminated.

#### I. Submission of Incorrect or Invalid Information

An affiliate Agreement that is incomplete, incorrect, or fraudulent in any respect will be invalid and of no force or effect. **PrimeMyBody** Independent Affiliates may only submit an application or enroll in the country of their permanent residence. An applicant or Independent Affiliate is prohibited from submitting any false or inaccurate information to the Company. The Company expressly reserves the right to immediately terminate the Affiliate Agreement and declare it void from its inception, if the Company determines that false or inaccurate information was provided by the Affiliate. If an Independent Affiliate fails to provide the required documentation, the Company may declare an affiliate Agreement void from its inception. An affiliate must inform the Company of any changes affecting the accuracy of the Affiliate's information provided in the Affiliate Agreement or Business Entity Form.

#### J. Amended Affiliate Agreement Guidelines

Any proposed change to the Independent Affiliate's personal information must be submitted on a new Affiliate Agreement or Business Entity Form with the word "Amended" written across the top, and must be signed by all parties to the Affiliate Agreement and returned to the Company for approval. The Affiliate Agreement may not be amended without the express written approval of the Company. The Company may, at its discretion, charge a fee to change any Affiliate Agreement information, except for a change of address, telephone number, or the correction of clerical errors.

#### K. Receiving New Affiliate Agreements Guidelines

**PrimeMyBody**'s Compliance Department requires that each new Affiliate complete and submit his or her own Affiliate Agreement online to ensure expediency in processing, and the easiest way of accomplishing this is through his or her sponsor's **PrimeMyBody** Virtual Business Manager. The enrollment of individuals or entities without their knowledge of and/or execution of an affiliate Agreement; or the enrollment or attempted enrollment of non-existent individuals or entities as Affiliates or retail customers (phantoms) or other fraudulent enrollments are prohibited. The Company prohibits the use of monetary incentives, promotion prices or bonuses for the purpose of recruiting new Affiliates. Any **PrimeMyBody** Independent Affiliate found to be in violation could be subject to termination.

#### L. Affiliate Communication Responsibilities

(1) Use of Company-Approved Statements. Affiliates must use only Company-approved statements when discussing or explaining **PrimeMyBody** products, business, or the Rewards Plan. A **PrimeMyBody** Independent Affiliate is fully responsible for all of his or her verbal and written statements made regarding **PrimeMyBody** products, services, and the **PrimeMyBody** Rewards Plan, which are not expressly contained in official **PrimeMyBody** materials.

(2) No Medical Claims or Testimonials. No claims or personal testimonials as to therapeutic, curative or beneficial properties of any products offered by **PrimeMyBody** may be made except those contained in official **PrimeMyBody** literature. In particular, no **PrimeMyBody** Independent Affiliate may make any claim that **PrimeMyBody** products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases or illnesses. Such statements can be perceived as medical or drug claims. Not only do such claims violate **PrimeMyBody** Policies but, they violate federal and state laws and regulations, including the Federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act. Any **PrimeMyBody** Independent Affiliate found to be in violation could be subject to termination.

(3) No Earnings Claims. Because **PrimeMyBody** Independent Affiliates do not have the data necessary to comply with the legal requirements for making income claims, an affiliate, when presenting or discussing the **PrimeMyBody** opportunity or the **PrimeMyBody** Rewards Plan to a prospective or existing Affiliate, may not make income projections, income claims, or disclose his or her **PrimeMyBody** income (including the showing of checks, copies of checks, bank statements, or tax records). Affiliates must notify potential referrals that they indeed may earn no income at all. THE COMPANY MAKES NO WARRANTY OR REPRESENTATION AS TO THE LEVEL OF SUCCESS, IF ANY, INDIVIDUALS MAY ACHIEVE BY USING ANY COMPANY PRODUCT OR SERVICE. INDIVIDUAL RESULTS MAY VARY AND DEPEND ON MANY FACTORS INCLUDING AN INDIVIDUAL'S SPECIFIC EFFORTS AND ACTIONS. Any **PrimeMyBody** Independent Affiliate found to be in violation could be subject to termination.

#### M. Confidential And Proprietary Information

During the term of the Affiliate Agreement, **PrimeMyBody** may supply to Affiliates confidential information, including, but not limited to genealogical reports, customer lists, Affiliate lists, customer and Affiliate profiles and product purchase information, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which **PrimeMyBody** may deem as confidential. All such information (whether in written or electronic form) is proprietary and confidential to **PrimeMyBody** and is transmitted to Affiliates in strictest confidence on a "need to know" basis for use solely in Affiliates' business with **PrimeMyBody**. Affiliates must use their best efforts to keep such information confidential. **PrimeMyBody** Independent Affiliates must not use the information to compete with **PrimeMyBody** or for any purpose other than promoting **PrimeMyBody**'s business and its products and services.

#### N. Internet Domain Name and Email Restrictions

**PrimeMyBody** Independent Affiliates may not use or attempt to register any of **PrimeMyBody**'s trade names, trademarks, service names, service marks, product names, the

Company's name, or any derivative thereof ("Proprietary Marks"), for any Internet domain name, email address or social media account.

#### O. Company Material Usage Guidelines

**PrimeMyBody** will not allow the use of its Proprietary Marks (or any derivations or alternate spellings thereof) or copyrighted materials by any person, including **PrimeMyBody** Independent Affiliates, without its prior, written permission. All written requests need to be sent to [Compliance@PrimeMyBody.com](mailto:Compliance@PrimeMyBody.com). **PrimeMyBody** has the right to deny any requests at its sole discretion. Affiliates may not produce for sale, or distribution any recorded Company events, speeches or conference calls without written permission from **PrimeMyBody**, nor may Affiliates reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

#### P. Fees

From time to time, **PrimeMyBody** or its third-party administrator may charge fees for various services it provides, including fees for processing and issuing commission payments. Please check our website and other Company materials for specific information concerning such fees. These fees may be deducted against commission payments.

#### Q. Inactive Status and Reward Points

A **PrimeMyBody** Independent Affiliate that goes inactive (fails to purchase the required minimum \$100.00 USD worth of product every thirty (30) days, from their own purchase(s) or that of their customers) would be given a three (3) day grace period. If at the end of the three (3) day grace period, the Affiliate has still not purchased the minimum product purchase of \$100.00 USD, their total Reward Points would be purged permanently. You are considered inactive while you are in your grace period until such time that you have the minimum required product purchase to become Active again.

During the time that an affiliate is inactive or in their grace period, they will not accumulate any Reward Points that are generated during the period of inactivity, but they will maintain any RP that have accumulated up to this point. If you become Active again, your Reward Points will begin to accumulate from that date forward.

Marketing materials and accessories do not count towards the minimum product purchase.

### 5. International Marketing

**PrimeMyBody** limits the resale of **PrimeMyBody** products and services, and the presentation of the **PrimeMyBody** business to prospective customers and Affiliates located within the United States and U.S. Territories and those other countries that the Company has announced that are officially opened for business. Accordingly, Independent Affiliates are authorized to sell **PrimeMyBody** products and services, and enroll Customers or Affiliates only in the countries in which **PrimeMyBody** is authorized to conduct business, as announced in official Company literature. **PrimeMyBody** products or sales aids cannot be shipped into or sold in any foreign country or market until so authorized in writing by the Company. In addition, no Independent Affiliate may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential customers or Affiliates; or (c) conduct any other activity



for the purpose of selling **PrimeMyBody** products, establishing a marketing organization, or promoting the **PrimeMyBody** opportunity. A **PrimeMyBody** Independent Affiliate may not state to a current or prospective Affiliate or to any government official that they have knowledge of the next international market that **PrimeMyBody** will open.

It is the responsibility of a **PrimeMyBody** Independent Affiliate to comply with all national and local laws, ordinances and regulations when conducting **PrimeMyBody** business in any authorized country.

**PrimeMyBody** Independent Affiliates may not attempt to secure approval for **PrimeMyBody** products or business practices; register or reserve the Company's Proprietary marks (or any derivations or alternate spellings thereof) or other intellectual property, or Internet domain names, or establish any kind of business or governmental contract on behalf of the Company. A **PrimeMyBody** Independent Affiliate may not contact any government entity on behalf of **PrimeMyBody**. You agree to indemnify **PrimeMyBody** and its directors, officers, employees and agents from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by **PrimeMyBody** as a result of your unauthorized representations or actions.

## **6. Actions of Household Members or Affiliated Individuals**

If any member of an Independent Affiliate's immediate household engages in any activity which, if performed by the Affiliate, would violate any provision of the Agreement, such activity will be deemed a violation by the Affiliate and **PrimeMyBody** may take disciplinary action pursuant to the Policies and against the Affiliate. Similarly, if any Principal or other individual associated in any way with a Business Entity violates the Agreement, such action(s) will be deemed a violation by the entire Business Entity, and **PrimeMyBody** may take disciplinary action against the Business Entity.

## **7. Purchasing Products**

### **A. Process**

- You are not required to purchase any product in order to be a **PrimeMyBody** Independent Affiliate.
- Only authorized Independent Affiliates of **PrimeMyBody** may purchase **PrimeMyBody** products for resale.
- All orders must be accompanied by proper payment including all applicable shipping/handling fees and sales tax.
- An order transaction is considered complete only when the order has been paid for and the shipping or delivery method has been satisfied. If these conditions are not met within 90 days from the date of order, the Company reserves the right to determine the final outcome of the order at its sole discretion, and the ordering Affiliate releases **PrimeMyBody** from any further obligation or liability.

#### B. Purchases for Consumption or Resale

The **PrimeMyBody** program is built on retail sales to the ultimate consumer. **PrimeMyBody** encourages its Affiliates to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or which will be resold to others for their ultimate consumption. **PrimeMyBody** retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale. We encourage and require our Affiliates to set the proper example by gathering more customers as they advance in rank through the Residual Rewards program. **PrimeMyBody** strictly prohibits the purchase of products by an Affiliate and their downline in an attempt to solely qualify for the promotion, bonus or rank advancement. This includes, but is not limited to, having or attempting to create multiple positions; personally purchasing or knowingly recruiting individuals to purchase or upgrade product orders, with the intention of rank advancing and/or earning bonus and commissions; knowingly purchasing products with the intention of returning said product after rank advancement and/or earning bonus and commissions. Any Affiliate found to be in violation, may be subject to termination. In addition, no person is permitted to make a personal order in an affiliate's Virtual Business Manager without written permission from the Affiliate. This written permission must be on file with **PrimeMyBody**. An Independent Affiliate shall not use another person's credit card when placing orders or place an order for a retail customer using the Affiliate's credit card. The purchase of products on behalf of another Independent Affiliate or retail customer or through another Affiliate's or retail customer's ID number is prohibited. No Affiliate may advance money or promise reimbursement to a prospect in order to solicit them to purchase products, any Affiliate found to be in violation, may be subject to termination.

#### C. 70% Rule

Each **PrimeMyBody** Independent Affiliate commits to personally use, sell, or use in business building at least 70% of every order placed with **PrimeMyBody** prior to placing another order. Purchasing product solely for the purpose of collecting bonuses is prohibited, any **PrimeMyBody** Independent Affiliate found to be in violation may be subject to termination. No bonuses, commissions or other compensation may be paid to any Independent Affiliate unless it is based on the sale of **PrimeMyBody** products to end users. The Company reserves the right to retract commissions paid if it is discovered by the Company to be generated on fraudulent sales.

#### D. Retail Sale Documentation

All **PrimeMyBody** Independent Affiliates must provide their retail customers with two (2) copies of the **PrimeMyBody** Retail Receipt at the time of the initial sale and every sale thereafter. The **PrimeMyBody** Retail Receipt can be found in the Document Library of your Virtual Business Manager (sometimes referred to as virtual office or back office). These receipts set forth the customer refund set forth in Section 11.A. as well as any consumer protection rights afforded by federal or state law. **PrimeMyBody** Independent Affiliates must maintain all retail sales receipts for a period of three years and furnish retail receipts to **PrimeMyBody** at the Company's request. Failure to do so by the Affiliate constitutes a breach of the Agreement and entitles the Company to recoup any commissions paid for orders in a week for which retail sales documentation is not provided. Records documenting the purchases of Affiliates' preferred customers will be maintained by **PrimeMyBody**. In addition, Affiliates must verbally inform the buyer of his or her cancellation rights. In the event that **PrimeMyBody** must reimburse a

dissatisfied retail customer on your behalf, refunds will be deducted from commissions and you may be subject to disciplinary action. Retail sales must comply with the FTC Three-Day Cooling-Off Rule, which requires statutory language and notice of cancellation rights on the retail sales receipt.

#### E. Autoship Guidelines

You can ensure that you receive a monthly shipment of our products by enrolling in Autoship.

(1) We encourage you gather at least one customer or establish your own Autoship for a minimum product purchase of \$100 USD , or any of our products every 30 days to assure that you remain “Active” and that you are eligible for ongoing commissions and bonuses. (Refer to the **PrimeMyBody** Rewards Plan for details); being on Autoship also eliminates the inconvenience of placing monthly orders manually.

(2) Autoship orders for you and your customers run on a calendar month. These orders will be processed on the same day every month. The date of your Autoship or that of your customers, can be changed in the Virtual Business Manager or by emailing **PrimeMyBody**'s Affiliate Support at: [support@PrimeMyBody.com](mailto:support@PrimeMyBody.com). If you change your Autoship date, it may be necessary to place an additional order to remain “Active.” (**PrimeMyBody** Independent Affiliates who wish to participate in the Rewards Plan and receive override commissions will need to obtain the Preferred Customer ratio required in the Rewards Plan.)

(3) You may deactivate or reactivate your Autoship order at any time.

(4) Sponsors may not set up an Autoship order on behalf of their new personally referred Affiliates without written permission from the enrolling Affiliate. Permission must be on file with the Company Compliance Department.

(5) Autoship is not necessary as long as the minimum product purchase of \$100 USD generated by you and your personal customers required to remain Active is met monthly (every 30 days). The minimum product purchase can be a combination of sales to retail customers from your website, Preferred Customers on monthly autoship or personal purchases.

(6) If an Independent Affiliate returns or refuses their autoship order, **PrimeMyBody** will cancel the Independent Affiliate's autoship.

(7) If an Independent Affiliate charges back their autoship order, **PrimeMyBody** will cancel the Independent Affiliate's autoship and terminate the Affiliate's position in **PrimeMyBody**.

#### F. Credit Card Sales

**PrimeMyBody** Independent Affiliates may only use credit cards belonging to them or for which they are authorized users. Any **PrimeMyBody** Independent Affiliate that uses another person's credit card without the authorization of the cardholder is in violation of federal and state laws and will be subject to immediate termination and possible legal action. Any **PrimeMyBody** Independent Affiliate that allows another Affiliate or Customer to use their credit card is solely responsible for all charges.

#### G. Chargebacks or Erroneous Charges

Any **PrimeMyBody** Independent Affiliate that charges back to **PrimeMyBody** any credit card purchase, may be suspended or terminated. Please notify Affiliate Support of any erroneous charges on your credit card statement, before notifying your credit card company. All credit card disputes must be presented to **PrimeMyBody** Affiliate Support within 60 days of the transaction date.

If an Independent Affiliate charges back their autoship order, **PrimeMyBody** will cancel the Independent Affiliate's autoship and terminate their Affiliate account.

If an Independent Affiliate charges back their Active Business Center or their Annual Renewal fee, **PrimeMyBody** will automatically terminate their position.

Any **PrimeMyBody** Independent Affiliate that allows another Affiliate or Customer to use their credit card is solely responsible for all charges.

## **8. Product Sales**

### **A. Mass Sales Mediums**

**PrimeMyBody** products may not be sold, advertised or promoted through catalogues or other mass sales mediums, such as infomercials, television, radio, virtual sales malls, auction web sites or other online sales media. Internet retail sales may be made only on **PrimeMyBody** approved websites.

### **B. Retail and Service Establishments**

**PrimeMyBody** products may not be sold, advertised or promoted through retail establishments. A retail establishment is any location where the primary business is to sell products to the public. A **PrimeMyBody** Independent Affiliate is also prohibited from selling products to any person who the Independent Affiliate knows, or has reason to suspect, will ultimately sell **PrimeMyBody** products through retail establishments. You may, however, sell **PrimeMyBody** sales aids and products through service establishments, such as spas, fitness centers, beauty salons, etc. These service establishments must require a membership and/or appointment, and the services performed must be health and wellness related. **PrimeMyBody** Independent Affiliates must obtain written authorization from **PrimeMyBody** prior to selling any **PrimeMyBody** products in a service establishment. **PrimeMyBody** retains the discretion to restrict its products from being sold in any service establishment which is does not deem acceptable.

### **C. Displays**

Only **PrimeMyBody**-produced or **PrimeMyBody**-approved literature, banners, or signage may be displayed on a shelf, counter, or wall. These signage items must not be visible from the outside of the establishment.

### **D. Geographical Approved Locations**

You may not sell **PrimeMyBody** products or promote the business opportunity in countries or territories that have not been officially opened by **PrimeMyBody** Corporate. Nor may you export or sell directly or indirectly to others who export **PrimeMyBody**'s products, literature, sales aids or promotional material relating to **PrimeMyBody**, its products or the **PrimeMyBody** program from the United States, or its possessions or territories to any unauthorized country. Any violation of this rule constitutes a material breach of this Agreement and is grounds for immediate termination of the Affiliate position.

### **E. Sales Tools**

(1) Usage of Company Sales Tools and Support Materials. To promote both the products and services, and the tremendous opportunity **PrimeMyBody** offers, Affiliates should use the sales tools and support materials produced by **PrimeMyBody**. The rationale behind this requirement

is simple. **PrimeMyBody** has carefully designed its products, product labels, the **PrimeMyBody** Rewards Plan, and promotional materials to ensure that each aspect of **PrimeMyBody** is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal and state laws.

(2) Use of Endorsements. The use of names, images, testimonials and endorsements of any person or organization, including celebrities, high profile sports figures or sports or educational organizations, in any oral or written sales and promotional activities or materials, including, without limitation, a replicating website, is strictly prohibited, except as specifically authorized in writing by the Company. The **PrimeMyBody** websites may contain information about individuals or entities who have officially endorsed our products. You may only use the exact text or content of the Company's website on your replicated website. If you have any questions regarding product endorsement on your replicated website, please contact [compliance@PrimeMyBody.com](mailto:compliance@PrimeMyBody.com).

(3) Submit Self Created Material To Company For Approval. **PrimeMyBody** Independent Affiliates must submit all written sales tools, promotional materials, advertisements, and other literature to the Company for written approval prior to use, including, without limitation, any material which use the Company's Proprietary Marks (or any derivations or alternate spellings thereof) or Copyrighted Materials. Unless the Affiliate receives specific written approval to use such tools, the request shall be deemed denied.

(4) Sales To Other Affiliates Not Permitted. **PrimeMyBody** will not permit Affiliates to sell non-corporate produced sales aids or training programs to other **PrimeMyBody** Affiliates. Therefore, Affiliates who receive authorization from **PrimeMyBody** to produce their own sales aids or training programs may not sell such materials or programs or charge for attendance to any other **PrimeMyBody** Affiliate. Non-corporate sanctioned trainings or seminars or other fee-based training of any kind is prohibited and may result in the termination of all Affiliates involved. Prohibited training activities include, but are not limited to, recruiting, speaking, hosting or sponsoring such trainings or seminars. Affiliates may make approved trainings available to other Affiliates free of charge if they wish, but may not charge other **PrimeMyBody** Affiliates for the materials or training, unless said Affiliates have received express written permission from **PrimeMyBody** for each individual sales aid or training. **PrimeMyBody** further reserves the right to rescind approval for any sales tools, trainings, promotional materials, advertisements, or other literature, and Affiliates waive all claims for damages or remuneration arising from or relating to such rescission. An affiliate may charge up to \$10.00 per person for training solely to assist in payment of the cost of the training space.

#### F. Product Sales Tax

In designing the **PrimeMyBody** opportunity, one of our guiding philosophies has been to free Affiliates from as many administrative, operational, and logistical tasks as possible. In doing so, Affiliates are free to concentrate on those activities that directly affect their incomes, namely product sales and enrollment activities. Where permitted by law, as an additional service to our Affiliates, **PrimeMyBody** relieves Affiliates of the burdens of collecting and remitting sales taxes, filing sales tax reports, and keeping records relative to sales taxes. By virtue of its business operations, **PrimeMyBody** will charge sales taxes on all purchases made by Affiliates and customers, and remit the taxes charged to the respective states. We make the assumption that all of the product that you order will be resold at the suggested retail price. Accordingly, **PrimeMyBody** will collect and remit sales taxes on behalf of Affiliates, based on the suggested

retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined. If an affiliate has submitted, and **PrimeMyBody** has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, or resale certificate, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Affiliate. If you elect to provide such documents, you agree to indemnify and hold **PrimeMyBody** harmless regarding any liability that we are charged as a result of your failure to collect or remit sales taxes. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by **PrimeMyBody** is not retroactive. You will be responsible for tracking and reporting all sales and sales taxes due.

## **9. Advertising and Use of Company Name**

### **A. Use of Company Marks and Copyrights**

You may not use any of our Proprietary Marks (this includes the name **PrimeMyBody**, PMB, DMG and all product names) and copyrighted materials or any of our written, printed, recorded or other types of intellectual property in advertising, promoting or describing **PrimeMyBody**'s products or marketing program. Any right to use the Company's Proprietary Marks (or any derivations or alternate spellings thereof) and copyrighted materials by an affiliate is non-exclusive. The Company has the right and sole discretion to grant others the right to use such Proprietary Marks and copyrighted materials. Any and all goodwill associated with the Proprietary Marks and copyrighted materials (including goodwill arising from an affiliate's use) inures directly and exclusively to the benefit of the Company and is the property of the Company. On expiration or termination of the Affiliate Agreement, no monetary amount shall be attributable to any goodwill associated with any Affiliate's use of the Proprietary Marks or copyrighted materials. Affiliates must abide by all trademark and copyright restrictions and protections.

### **B. Affiliate's Product Pricing**

Affiliates are not permitted to advertise or sell **PrimeMyBody** products on approved websites for less than the highest retail price, as indicated by the most current version of the **PrimeMyBody** Price List. Violation of this policy will result in disciplinary action up to and potentially including the loss of your Active Business Center.

### **C. Affiliate's Statement Responsibility**

You are responsible for any verbal and written statements you make regarding **PrimeMyBody**'s products and Rewards Plan that are not expressly contained in writing in the current Affiliate Agreement, or advertising or promotional materials supplied directly by us. You must indemnify **PrimeMyBody** and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business we incur as a result of any unauthorized representation that you make.

#### D. Product Claims/Warranty Disclaimer

AFFILIATES MAY MAKE NO CLAIM, REPRESENTATION OR WARRANTY CONCERNING ANY PRODUCT OR SERVICE OF THE COMPANY, EXCEPT THOSE EXPRESSLY APPROVED IN WRITING BY THE COMPANY OR CONTAINED IN OFFICIAL COMPANY MATERIALS. EXCEPT AS EXPRESSLY STATED HEREIN, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP OR ANY OTHER WARRANTY ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH THE COMPANY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS AND SERVICES, ARE PROVIDED “AS IS,” “WITH ALL FAULTS,” AND “AS AVAILABLE.” THE COMPANY DOES NOT WARRANT THAT ITS PRODUCTS OR SERVICES WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS OR THAT ON-LINE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. TO THE EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, INDIRECT, DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER LOSS INCURRED OR SUFFERED BY AN AFFILIATE OR PURCHASER OF ITS PRODUCTS OR SERVICES, OR ANY USE OR MISUSE OF SUCH PRODUCTS OR SERVICES, WHETHER IN ARISING CONTRACT, TORT OR STRICT LIABILITY. IT IS EXPRESSLY AGREED THAT ANY DAMAGES TO AN AFFILIATE OR PURCHASER SHALL NOT EXCEED AND IS EXPRESSLY LIMITED TO THE AMOUNT PAID TO THE COMPANY BY SUCH AFFILIATE OR PURCHASER.

#### E. Websites

(1) Company Self-Replicating Sites. **PrimeMyBody** maintains an official corporate website and makes available a self-replicating website for all Affiliates. Affiliates may not use PrimeMyBody’s name or Proprietary Marks (or any derivations or alternate spellings thereof) on or insert any country reference in the domain name of their replicated websites and may only use the Proprietary Marks on the self-replicating website as authorized by the Company. These sites can be personalized with your own message and contact information. Affiliates personalizing the replicated website: (a) must use the text without alteration of the Company’s official website; and (b) may not supplement the content of his or her website with text from any source other than the Company. If an affiliate wishes to develop another website to use in connection with its business, the Affiliate must get **PrimeMyBody’s** prior written approval, which may be withheld in its sole discretion, and any such use shall be subject to the restrictions and/or fees imposed by **PrimeMyBody**. Once approved, the Company may conduct periodic subsequent reviews, and approval for such use may be withdrawn at any time for any reason, at the sole discretion of the Company.

(2) Personal Websites. If you have a personal website, you may not promote or market your **PrimeMyBody** business or use **PrimeMyBody’s** Proprietary Marks (or any derivations or alternate spellings thereof), copyrighted materials, photographs or graphic likeness of products, etc. on such website. This prohibition extends to (by way of example, and not limitation) the use of **PrimeMyBody** Proprietary Marks (or any derivations or alternate spellings thereof) in key word or meta tag list, or the like, or in any URL or email address. You may not use a redirect option on any **PrimeMyBody**, website that has not been approved by the Company. Under no

circumstances is the **PrimeMyBody** name or product names or any derivative of the **PrimeMyBody** name allowed to appear in a URL, email address or social media account.

(3) Privacy Policy Statement. On any website that you use, whether a **PrimeMyBody** provided site or one you develop yourself, you must implement a privacy policy that protects any information gathered from the website from being sold or used by anyone else.

(4) Online Forum Guidelines. An affiliate shall not use online blogs, chat rooms, social networks, online auctions sites, or any other online business or social networking site or forum, including, without limitation, on Ebay, Facebook, Twitter, Instagram, Amazon, Craig's List to market, sell, advertise, promote, or discuss **PrimeMyBody**'s products or services or the **PrimeMyBody** opportunity unless the Affiliate has received prior written permission from **PrimeMyBody**.

(5) General Rules for Website Use. When using the replicated websites or independent Websites, Affiliates must abide by the guidelines set forth by the Company. Affiliates may not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor Affiliates. Affiliates sharing personal information collected on-line must provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, Affiliates must refrain from sharing such information. Affiliates must provide individual consumers the option to terminate any further communication between Affiliate and the consumer and if requested, the Affiliate shall immediately stop communicating. Affiliates may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process. All communications must respect the rights, opinions and sensitivities of others. Subjects not in support of the operation of an affiliate's business, such as religious, political or social commentary should be avoided. An affiliate may not use "blind" ads on the Internet that make product or income claims which are ultimately associated with the Company services, the Company opportunity, or the Company Rewards Plan. Affiliates may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Affiliates must abide by all laws and regulations regarding electronic communications.

#### F. Affiliate Created Sales Tools and Training Materials

Creation of **PrimeMyBody** sales tools and training materials is limited to Affiliates that have achieved the rank of Prime 6 or above, and only with prior written authorization from **PrimeMyBody** Corporate. No sales or training tools may be used, in any manner, without the proper authorization and review by the Company. If you produce any materials in violation of this rule you remain fully and solely liable for the content of any sales tool you may produce and may face disciplinary action by the company.

#### G. Spamming Restrictions

You may not spam and could lead to termination or account suspension. Spamming includes, but is not necessarily limited to:

(1) Sending unsolicited email messages that contain any email or web addresses from your account to online users.



- (2) Posting messages that contain your service address in newsgroups that are unrelated to your products or service.
- (3) Creating false “from sources” in an email message, or newsgroup posting with your service address, thereby giving the impression that the message originated from **PrimeMyBody** or its network of Independent Affiliates.
- (4) Sending unsolicited emails to lists of people that are not within your downline or with whom you have no prior business or personal relationship.

#### H. PrimeMyBody Related Broadcasts

All **PrimeMyBody**-related email broadcasts must only be sent to your downline Affiliates and must be sent through the **PrimeMyBody** Scheduler system for forwarding. Email must not contain any false representations, income claims, or testimonials. All business/product content must be pre-approved and found in **PrimeMyBody**'s corporate literature.

The following activities are prohibited:

- Automatic calling devices or “boiler room” operations
- Email broadcasts (must be sent through the **PrimeMyBody** Scheduler)
- Fax broadcasts
- Spamming

#### I. Phone – Yellow, White Pages and Cellular Phone

You may not answer the phone using the name **PrimeMyBody** nor may you imply you are more than an Independent Affiliate. You may list your name in the Yellow and/or White Pages as long as it clearly states that you are an Independent Affiliate.

#### J. Advertising Guidelines

If you advertise via newspaper or other advertising venues, the following rules apply:

- No advertisement may imply that a job or position is available.
- No specific income can be promised.
- Advertisements may not contain references to **PrimeMyBody** or its products.
- You may not use any of **PrimeMyBody**'s Proprietary Marks (or any derivations or alternate spellings thereof) or copyrighted materials.

Any requests for variances from the above rules must be submitted to **PrimeMyBody** and approved in writing prior to publication. Please direct any inquiries to [compliance@PrimeMyBody.com](mailto:compliance@PrimeMyBody.com). Please mail or fax proposed advertisements to the attention of the Compliance Department.

#### K. Repackaging Restrictions

Under no circumstances may you print your own labels. Products are only to be sold or distributed as samples in their original packaging or in alternate packaging provided by **PrimeMyBody**. When using alternate packaging purchased from **PrimeMyBody**, the individual products being repackaged are not to be altered in any manner and no unauthorized labeling or content may be added.

#### L. Trade Show Guidelines

**PrimeMyBody** can't be displayed or sold at trade shows without written authorization from the Compliance Department. In order to obtain a booth and secure exclusive rights, we must receive the Trade Show Request form for participation at least two weeks prior to the show. We will only allow one booth representing our Company and products per show. Only **PrimeMyBody** products and/or opportunity may be offered in the trade show booth. Only **PrimeMyBody** produced marketing materials may be displayed or distributed. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image **PrimeMyBody** wishes to portray.

#### M. Media Inquiries

You must refer any media inquiries immediately to **PrimeMyBody** Corporate. Any Independent Affiliate that violates this rule is subject to immediate termination.

#### N. Testimonial Endorsement

You confirm that the information you give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of your knowledge. You waive any right you may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter, which may be used in connection with it or any use that may be made of it. Affiliate grants to the Company and its affiliates and agents the absolute, perpetual, worldwide right and license, but not the obligation, to use, reproduce, exhibit and display for all purposes Affiliate's name, testimony, biographical information, photograph, likeness, images and/or recorded voice and other information provided by Affiliate (collectively, the "Likeness") in marketing, promotional and advertising television or radio broadcasts, videos, audiotapes, brochures, on the Internet and/or in other printed or media materials of the Company for an unlimited number of times, in perpetuity, without compensation. Affiliate releases the Company, its affiliates and agents from any liability or obligation that may arise as a result of the use of Affiliate's Likeness, including without limitation, claims for invasion of privacy, infringement of any right of publicity, and defamation (including libel and slander).

#### O. Hold Harmless Agreement

You agree to release and discharge **PrimeMyBody** and its successors, assigns, employees, and agents, from any and all liability, monetary compensation, claim and/or demand arising out of or in connection with the creation and the use of any photograph, video, audio, or endorsement, including any claim for defamation.

### **10. General Information**

#### A. Entity Changes

**PrimeMyBody** reserves the right to approve and disapprove any change you propose to make to your business name or structure, the formation of Business Entities, estate planning, and limited liability purposes. Before we can approve such a change, you must complete a new Affiliate Agreement form and file it with us outlining the proposed change and the reasons for the proposed change.

#### B. Affiliate's Successors

In the event that an affiliate dies or becomes incapacitated, that Affiliate's downline will pass to the benefit of the Affiliate's successors in interest. It is the responsibility of the successors to notify **PrimeMyBody**, in a timely manner, of the death or incapacity of an affiliate by letter. The letter must be written and signed by the executor of the estate or next of kin. Further, the successors must make a written application for the transfer and agree in writing to abide by our then current Policies. The successors must meet all Affiliate qualifications.

#### C. Change of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all **PrimeMyBody** Independent Affiliates, **PrimeMyBody** strongly discourages changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Independent Affiliate and marketing organization. Accordingly, the transfer of a **PrimeMyBody** business from one sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the Affiliate Services Department, within three (3) days of enrollment and must include the reason for the change in sponsorship. Sponsor changes are subject to **PrimeMyBody's** Corporate approval, which may be withheld at any time. The Independent Affiliate seeking to change sponsors must submit a properly completed and fully executed Sponsor Transfer Form, which includes the written approval of their sponsor. **PrimeMyBody** Independent Affiliates need to allow up to seven (7) days for the change in sponsorship. The **PrimeMyBody** Independent Affiliate who requests the change must submit a fee of \$50.00 for administrative charges and data processing. **PrimeMyBody** reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, **Affiliates waive any and all claims against PrimeMyBody that relate to or arise from PrimeMyBody's decision regarding the disposition of any downline organization that develops below an organization that has improperly changed lines of sponsorship.**

#### D. Placement Changes

To protect the integrity of all marketing organizations and safeguard the hard work of all **PrimeMyBody** Independent Affiliates, **PrimeMyBody** strongly discourages placement changes. Maintaining the integrity of the tree is critical for the success of every Independent Affiliate and marketing organization. Requests for placement changes must be submitted in writing to the Affiliate Services Department, within three (3) days of enrollment and must include the reason for the transfer. Placement Changes are subject to **PrimeMyBody's** Corporate approval, which may be withheld at any time. The Independent Affiliate seeking to change placement must submit a properly completed and fully executed Placement Change Form, which includes the written approval of their sponsor. **PrimeMyBody** Independent Affiliates need to allow up to seven (7) days for the placement change. The **PrimeMyBody** Independent Affiliate who requests the placement change must submit a fee of \$100.00 for administrative charges and data processing. Accumulated Reward Points and / or Rank are not transferred. Any and all decisions on accumulated RP and Rank, are at the sole discretion of the company. **PrimeMyBody** reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore,

**Affiliates waive any and all claims against PrimeMyBody that relate to or arise from PrimeMyBody's decision regarding the disposition of any downline organization that develops below an organization that has improperly changed lines of sponsorship.**

E. Cancellation and Re-application

A participant in **PrimeMyBody's** network marketing Rewards Plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to **PrimeMyBody** at its principal business address. The written notice must include the Independent Affiliate's signature, printed name, address, and Affiliate I.D. Number. If the Independent Affiliate was enrolled in the Autoship Program, his or her participation in the Autoship Program will also be automatically canceled. Therefore an affiliate may legitimately change organizations by voluntarily canceling his or her **PrimeMyBody** business and remaining inactive (*i.e.*, no purchases of **PrimeMyBody** products for resale, no sales of **PrimeMyBody** products, no sponsoring, no attendance at any **PrimeMyBody** functions, no participation in any other form of Affiliate activity, or operation of any other **PrimeMyBody** business) for six (6) full calendar months. Following the six (6) month period of inactivity, the former Affiliate may reapply under a new sponsor.

F. Non-Solicitation

For a period of one (1) year following resignation or termination of the **PrimeMyBody** Independent Affiliate Agreement, with the exception of those Affiliates you personally sponsored, you may not, directly or indirectly, recruit or attempt to solicit, hire or recruit any **PrimeMyBody** Independent Affiliate, Customer, Employee or Consultant for another multi-level marketing or direct-selling company. Since we recognize that direct selling is conducted through networks of independent contractors in many countries, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of the non-solicitation provisions herein would render it wholly ineffective. Therefore, this non-solicitation provision shall apply to all markets in which **PrimeMyBody** conducts business. This provision shall survive termination of the Affiliate Agreement.

G. Non-renewal

An affiliate may also voluntarily terminate his or her Affiliate Agreement by failing to renew the Agreement within 60 days after the anniversary date. The Company may also elect not to renew an affiliate's Agreement upon its anniversary date. All accumulated Reward Points will purge permanently seven (7) days after the renewal date expires.

H. Cross Recruiting

Actual or attempted cross recruiting is strictly prohibited. **PrimeMyBody** defines cross recruiting as the act of directly or indirectly recruiting or attempting to recruit someone from another sales organization into your own. In other words, respecting other peoples' downline is not only the culture we want to create, we will strictly enforce it. Furthermore, directly or indirectly introducing other business opportunities to any **PrimeMyBody** Affiliate, except those whom you have personally contacted and/or recruited (referred), is strictly prohibited. Violation of these policies is grounds for immediate termination from **PrimeMyBody**. It may also give rise to other claims for unauthorized use of our confidential information. The use of a spouse's or relative's name, trade names, DBAs, assumed names, Business Entities, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited. Affiliates shall not demean,

discredit or defame other **PrimeMyBody** Affiliates in an attempt to entice another Affiliate to become part of the first Affiliate's marketing organization. If cross recruiting is discovered, it must be brought to the Company's attention immediately. **PrimeMyBody** may take disciplinary action against the Affiliate that changed organizations and/or those Independent Affiliates who encouraged or participated in the cross recruiting. Such disciplinary action can range from a warning to permanent termination from the company. **PrimeMyBody** may also move all or part of the offending Affiliate's downline to his or her original downline organization if the Company deems it equitable and feasible to do so. However, **PrimeMyBody** is under no obligation to move the cross recruited Affiliate's downline organization, and the ultimate disposition of the organization remains within the sole discretion of **PrimeMyBody**. **Affiliates waive all claims and causes of action against PrimeMyBody arising from or relating to the disposition of the cross recruited Affiliate's downline organization.**

#### I. Corporate Office Visit Policy

You may visit our offices only at designated times. You must make an appointment in advance to arrange any such visit. At the time of the visit, you will be required to sign in at the front desk immediately after entering the office. A Company employee must accompany you at all times you are in the Company offices.

#### J. Company Protocol

Affiliates are not to ask **PrimeMyBody** employees for opinions and/or suggestions in regards to their personal business. **PrimeMyBody** and its employees cannot be held responsible for any advice given, as it is up to the Affiliate to build and manage his/her own successful business.

#### K. Resigning Affiliate Re-Entry Guidelines

An affiliate who chooses to resign his or her account may not re-enter **PrimeMyBody** for six months. If the spouse of the resigning affiliate is not currently an affiliate, the spouse will be subject to the same six month restriction that applies to a resigning Affiliate. If the spouse is a **PrimeMyBody** Affiliate, his or her Affiliate account will be treated as a separate independent entity.

#### L. Ongoing Sales Responsibilities

Regardless of their level of achievement, Affiliates have an ongoing obligation to continue to assist those in their downline, personally promote sales through the generation of new customers and through servicing their existing customers.

#### M. Rewards Plan

Affiliates must adhere to the terms of the **PrimeMyBody** Rewards Plan as set forth in official **PrimeMyBody** literature.

#### N. Sale, Transfer or Assignment of PrimeMyBody Business

An Independent Affiliate's business may be sold, transferred or assigned to another individual or entity only after **PrimeMyBody** corporate has approved the request in writing, which may be withheld at its sole discretion. The sale, transfer or assignment of a **PrimeMyBody** business may be subject to certain limitations, terms or conditions. If an Independent Affiliate wishes to sell, transfer or assign their **PrimeMyBody** business, the following criteria must be met:

- Seller must notify **PrimeMyBody** immediately of their desire to sell, transfer or assign their **PrimeMyBody** business and the reason for the sale. Seller needs to notify **PrimeMyBody** immediately upon the finding of a buyer for their business.
- Protection of the existing line of sponsorship must always be maintained so that the **PrimeMyBody** business continues to be operated in that line of sponsorship.
- The buyer or transferee must become a qualified **PrimeMyBody** Independent Affiliate. If the buyer is a **PrimeMyBody** Independent Affiliate, they are not eligible to purchase said business. If a potential buyer is a **PrimeMyBody** Affiliate and is still interested in purchasing the business, they will first need to terminate their own **PrimeMyBody** business and wait six calendar months before acquiring any interest in the seller's **PrimeMyBody** business.
- Before the sale, transfer or assignment can be finalized and approved by **PrimeMyBody**, any debt obligations the selling Affiliate has with **PrimeMyBody** must be satisfied.
- The selling Affiliate must be in good standing and not in violation of any of the terms of the Affiliate Agreement or **PrimeMyBody** Policies and Procedures in order to be eligible to sell, transfer or assign a **PrimeMyBody** business. Prior to selling a **PrimeMyBody** business, the selling Affiliate must notify the Affiliate Support Department of his or her intent to sell the **PrimeMyBody** business. No changes in line of sponsorship can result from the sale or transfer of a **PrimeMyBody** business. An Independent Affiliate may not sell, transfer or assign individual Active Business Centers or positions; if a business is sold, transferred or assigned, all Active Business Centers and positions must be included in the transaction. The selling Affiliate must submit a properly completed and fully executed Transfer of Ownership Form and a \$75.00 transfer fee to **PrimeMyBody** to initiate the transfer process. Seller and Buyer need to allow up to 30 days for the transfer of ownership to be finalized. Accumulated Reward Points and / or Rank are not automatically transferred to the new Buyer. Any and all decisions on accumulated Reward Points and Rank, are at the sole discretion of the company.

O. **PrimeMyBody** Business Entity Dissolve or Separation Policy Guidelines

**PrimeMyBody** Affiliates sometimes operate their **PrimeMyBody** businesses as husband-wife partnerships or Business Entities. At such time as a marriage may end in divorce or a Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Affiliates and the Company in a timely fashion, **PrimeMyBody** will involuntarily terminate the Affiliate Agreement.

During the divorce or Business Entity dissolution process, the parties must adopt one of the following methods of operation:

- (1) One of the parties may, with consent of the other(s), operate the **PrimeMyBody** business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize **PrimeMyBody** to deal directly and solely with the other spouse or non-relinquishing Principal.
- (2) The parties may continue to operate the **PrimeMyBody** business jointly on a “business-as-usual” basis, whereupon all compensation paid by **PrimeMyBody** will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format as set forth above. Under no circumstances will the downline organization of divorcing spouses or a dissolving Business Entity be divided.

Similarly, under no circumstances will **PrimeMyBody** split commission and bonus checks between divorcing spouses or members of dissolving entities. **PrimeMyBody** will recognize only one downline organization and will issue only one commission check per **PrimeMyBody** business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Affiliate Agreement shall be involuntarily terminated. If a former spouse has completely relinquished all rights in the original **PrimeMyBody** business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of Business Entity dissolutions, the former Principal who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as an affiliate. In either case however, the former spouse or business affiliate shall have no rights to any Affiliates in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Affiliate.

## **11. Company Refund Policy and Errors and Omissions**

### **A. Retail and Preferred Customer Return Policy Guidelines**

**PrimeMyBody** offers a thirty-day (30-day) refund policy (less shipping and handling) to all retail and preferred customers. The refund shall be in the amount of no less than ninety percent (90%) of the Customer's original net cost less, shipping / handling costs, appropriate set-offs and legal claims, if any. If a retail or preferred customer purchased the product from a **PrimeMyBody** Independent Affiliate, the customer must return the unused product to that Affiliate for a refund, replacement or exchange, please see **B. Affiliate's Responsibilities for Customer Refunds**. If the customer purchased the product directly from **PrimeMyBody**, the product should be returned to **PrimeMyBody** by following the requirements listed below:

- (1) Obtain a Return Merchandise Authorization (RMA) number by contacting Affiliate Support during the thirty day (30-day) window by sending an email to support@**PrimeMyBody**.com. Notify Affiliate support what products are being returned and include an order number and date. The RMA number must be written on the exterior of each carton returned. RMAs are valid for fourteen (14) days from the date of issue.

- (2) The product being returned must be in its original packaging, in a marketable condition, unopened, unaltered (no stickers or labels) and resalable.

- (3) Return the product and the completed and signed RMA form to **PrimeMyBody** at the address found on the RMA form. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned. **PrimeMyBody** will not refund any product that is delivered damaged. All returns must be shipped to the address found on the RMA form. Shipping costs are the responsibility of the customer returning the product. **PrimeMyBody** will refuse any return shipments sent shipping collect or COD. It is highly recommended that you chose a shipping method that allows tracking and delivery confirmation. **PrimeMyBody** is not responsible for lost or misdirected shipments. **PrimeMyBody** will NOT issue a refund for product that they do not receive. It is the responsibility of the Customer to trace, insure or otherwise confirm that **PrimeMyBody** has received the shipment. **PrimeMyBody** will NOT accept any returns without a RMA number on the exterior of the package. This includes packages that have been refused or returned to sender.

- (4) All procedures and requirements listed here and on the RMA form need to be followed in order to receive a refund, exchange or replacement. Refunds will be issued by Company check. If original order was placed using cash, refunds will be issued by Company check, please allow thirty (30) days for processing of all refunds, credit card or cash.
- (5) Refunds issued do not include shipping and handling costs. Refunds are based on the purchase price of the product.
- (6) Any product returned to **PrimeMyBody** that does not meet these requirements will not be refunded. **PrimeMyBody** will hold product for thirty (30) days before disposing of. It is the responsibility of the Preferred or Retail Customer to make arrangements for the return of said product. **PrimeMyBody** will not pay any return shipping charges, all shipping charges will be the responsibility of the customer.
- (7) If the order was placed and processed through the merchant account and NOT shipped, then PrimeMyBody will cancel the order per customers request. The refund shall be in the amount of no less than ninety percent (90%) of the Customer's cost and appropriate set-offs and legal claims, if any.

#### B. Affiliate's Responsibilities for Customer Refunds

When you sell products at retail, you are the primary party responsible for customer refunds. It is your responsibility to verbally notify any retail or preferred customer of **PrimeMyBody's** Retail Customer Refund. **PrimeMyBody** offers a thirty-day (30-day) money back guarantee (less shipping and handling) to all retail and preferred customers. The retail customer must come to you for either a replacement product or for a refund. You make the product exchange or refund, and then you obtain a replacement product from **PrimeMyBody** for the returned product. For all returns, exchanges or replacements, shipping costs will be the Affiliate's responsibility. The refund shall be in the amount of no less than ninety percent (90%) of the Customer's original net cost less, shipping / handling costs, appropriate set-offs and legal claims, if any. Affiliate is subject to suspension and / or termination for refusing to refund, exchange or replace a retail or preferred customer requested return. In the event that **PrimeMyBody** must reimburse a dissatisfied retail customer on the behalf of an affiliate, refunds will be deducted from commissions and you may be subject to disciplinary action. All **PrimeMyBody** Independent Affiliates need to follow the following guidelines to receive a refund or replacement product from **PrimeMyBody**.

- (1) Obtain a Return Merchandise Authorization (RMA) number by contacting Affiliate Support during the thirty day (30-day) window by sending an email to [support@PrimeMyBody.com](mailto:support@PrimeMyBody.com). Notify Affiliate support the name of the retail customer, what products are being returned and include an order number and date. A copy of the original sales receipt will be required with the return shipment. The RMA number must be written on the exterior of each carton returned. RMAs are valid for fourteen (14) days from the date of issue.
- (2) The product being returned must be in its original packaging, in a marketable condition, unopened, unaltered (no labels or stickers) and resalable.
- (3) Return the product and the completed and signed RMA form to **PrimeMyBody** at the address found on the RMA form. Please include a copy of the original sales receipt. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned. **PrimeMyBody** will not refund any product that is delivered damaged. All returns must be shipped to the address found on the RMA form. Shipping costs are the responsibility of the Independent Affiliate returning the product. **PrimeMyBody** will refuse any return shipments



sent shipping collect or COD. It is recommended that you chose a shipping method that allows tracking and delivery confirmation. **PrimeMyBody** will not issue a refund for product that they do not receive. **PrimeMyBody** is not responsible for lost or misdirected shipments. This includes packages that have been refused or returned to sender.

It is the responsibility of the Independent Affiliate to trace, insure or otherwise confirm that **PrimeMyBody** has received the shipment. **PrimeMyBody** will not accept any returns without a RMA number on the exterior of the package.

(4) All procedures and requirements listed here and on the RMA form need to be followed in order to receive a refund, exchange or replacement. Refunds will be issued by Company check. If original order was placed using cash, refunds will be issued by Company check, please allow thirty (30) days for processing of all refunds, cash or credit cards.

(5) Refunds issued do not include shipping and handling costs. Refunds are based on the purchase price of the product.

(6) **PrimeMyBody** will recoup any commissions or other compensation paid when the product that generated that compensation is returned. In order to do so, we will deduct the outstanding amount prior to paying you any further commissions. If your bonus check is insufficient to allow us to recover the compensation through a deduction, **PrimeMyBody** will deduct the compensation amount from the refund amount owed to you.

(7) Any product returned to **PrimeMyBody** that does not meet these requirements will not be refunded. **PrimeMyBody** will hold said product for thirty (30) days before disposing of. It is the responsibility of the Independent Affiliate to make arrangements for the return of said product. **PrimeMyBody** will not pay any return shipping charges, all shipping charges will be the responsibility of the Affiliate.

(8) If the order was placed and processed through the merchant account and NOT shipped, then **PrimeMyBody** will cancel the order per customers request. The refund shall be in the amount of no less than ninety percent (90%) of the Customer's cost and appropriate set-offs and legal claims, if any.

### C. Dispute Resolution

In the event of a dispute between you and your retail customer, **PrimeMyBody** will determine the facts and resolve the issue. That resolution will be final and not open to appeal. An Affiliate is subject to suspension and / or termination for refusing to refund, exchange or replace a retail or preferred customer requested return. If we elect to make a refund to the retail customer to resolve the dispute, we will deduct the refunded amount from your future commissions.

### D. Repetitive Returns or Replacement Policy

We reserve the right to reject repetitive returns or replacements. If an Independent Affiliate returns or refuses their autoship, **PrimeMyBody** will cancel the Independent Affiliate's autoship.

### E. Compensation Adjustment on Returned Items

**PrimeMyBody** reserves the right to recoup any commissions or other compensation paid when the product that generated that compensation is returned. In order to do so, we may deduct the outstanding amount prior to paying you any further commissions. If your commission is

insufficient to allow us to recover the compensation through a deduction, **PrimeMyBody** will deduct the compensation amount from the refund amount owed to you.

#### F. Return of Marketing Materials, Promotional Items and Sales Kits

The Affiliate may return unused and unopened marketing materials, promotional items or sales kits if purchased within the previous forty-five (45) days. You may only return items that you personally purchased from **PrimeMyBody**. The refund shall be in the amount of no less than ninety percent (90%) of the Affiliate's original net cost less, shipping / handling costs, appropriate set-offs and legal claims, if any. Items will not be accepted for a refund, if the Company clearly discloses to the Affiliates prior to purchase that the products are seasonal, discontinued, or special promotional products and are not subject to the repurchase obligation.

All **PrimeMyBody** Independent Affiliates need to follow the following guidelines to receive a refund from **PrimeMyBody**.

(1) Notify Affiliate Support by sending an email to [support@PrimeMyBody.com](mailto:support@PrimeMyBody.com) requesting a refund for marketing materials, promotional items or sales kits purchased within the previous forty-five (45) days. A copy of the original sales receipt will be required with the return shipment. Please state the reason for the refund.

(2) Notify Affiliate support what items are being returned and include an order number and date. The RMA number must be written on the exterior of each carton returned. RMAs are valid for fourteen (14) days from the date of issue.

(3) The items being returned must be in their original packaging, in a marketable condition, unopened, unaltered (no stickers or labels) and resalable.

(4) Return the items and the completed and signed RMA form to **PrimeMyBody** at the address found on the RMA form. Please include a copy of the original sales receipt. Proper shipping carton(s) and packing materials are to be used in packaging the items(s) being returned.

**PrimeMyBody** will not refund any marketing materials, promotional item or sales kits that are delivered damaged or not in a marketable condition. All returns must be shipped to the address found on the RMA form. Shipping costs are the responsibility of the Independent Affiliate returning the items. **PrimeMyBody** will refuse any return shipments sent shipping collect or COD. It is recommended that you chose a shipping method that allows tracking and delivery confirmation. **PrimeMyBody** is not responsible for lost or misdirected shipments.

**PrimeMyBody** will not issue a refund for product that they do not receive. It is the responsibility of the Independent Affiliate to trace, insure or otherwise confirm that **PrimeMyBody** has received the shipment. **PrimeMyBody** will not accept any returns without a RMA number on the exterior of the package.

(5) All procedures and requirements listed here and on the RMA form need to be followed in order to receive a refund. Refunds will be issued by Company check. If original order was placed using cash, refunds will be issued by Company check, please allow thirty (30) days for processing of all refunds, credit cards or cash.

(6) Refunds issued do not include shipping and handling costs. Refunds are based on the purchase price of the product.

(7) **PrimeMyBody** will recoup any compensation paid when the items that generated that compensation are returned. In order to do so, we will deduct the outstanding amount prior to

paying you any further commissions. If your commission check is insufficient to allow us to recover the compensation through a deduction, **PrimeMyBody** will deduct the compensation amount from the refund amount owed to you.

(8) Any items returned to **PrimeMyBody** that do not meet these requirements will not be refunded. **PrimeMyBody** will hold said items for thirty-days (30) before disposing of. It is the responsibility of the Independent Affiliate to make arrangements for the return of said items. **PrimeMyBody** will not pay any return shipping charges, all shipping charges will be the responsibility of the Affiliate.

(9) Upon receipt of unused, resalable items, **PrimeMyBody** will reimburse you ninety percent (90%) of the net cost of the last purchase price or as otherwise required by law.

(10) If the order was placed and processed through the merchant account and NOT shipped, then **PrimeMyBody** will cancel the order per customers request. The refund shall be in the amount of no less than ninety percent (90%) of the Customer's cost and appropriate set-offs and legal claims, if any.

#### G. Resignation Returns

An affiliate who terminates his or her business relationship with **PrimeMyBody** has the right to return for repurchase currently marketable, unopened and not used inventory, in possession of the Affiliate and purchased by the Affiliate for resale. You may only return product inventory that you personally purchased from **PrimeMyBody** for resale. The Affiliate may return unused, **resalable** inventory purchased within the previous 90 days, based on the Seventy Percent (70%) Resale Rule guidelines. The refund shall be in the amount of no less than ninety percent (90%) of the Affiliate's original net cost less, shipping / handling costs, appropriate set-offs and legal claims, if any. In addition, for purposes of this section, products shall not be considered "currently marketable" if returned for repurchase after the product's commercially reasonable usable or shelf life period has passed; nor shall products be considered "currently marketable" if the Company clearly discloses to the Affiliates prior to purchase that the products are seasonal, discontinued, or special promotional products and are not subject to the repurchase obligation.

**PrimeMyBody will consider any request for refund as the resignation of the Independent Affiliate and their position with PrimeMyBody.**

Promotional materials, marketing materials, sales aids and kits can only be returned for a resignation refund if purchased within the previous forty-five (45) days. All **PrimeMyBody** Independent Affiliates need to follow the following guidelines to receive a refund from **PrimeMyBody**.

(1) Notify Affiliate Support by sending an email to [support@PrimeMyBody.com](mailto:support@PrimeMyBody.com) requesting a resignation refund for products purchased within the previous 90 days. No exceptions. A copy of the original sales receipt will be required with the return shipment. Please state the reason for your resignation.

(2) Notify Affiliate support what products are being returned and include an order number and date. The RMA number must be written on the exterior of each carton returned. RMAs are valid for fourteen (14) days from the date of issue.

(3) The product being returned must be in its original packaging, in a marketable condition, unopened, unaltered (no stickers or labels) and resalable.

- (4) Return the product and the completed and signed RMA form to **PrimeMyBody** at the address found on the RMA form. Please include a copy of the original sales receipt. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned. **PrimeMyBody** will not refund any product that is delivered damaged or not in a marketable condition. All returns must be shipped to the address found on the RMA form. Shipping costs are the responsibility of the Independent Affiliate returning the product. **PrimeMyBody** will refuse any return shipments sent shipping collect or COD. It is recommended that you chose a shipping method that allows tracking and delivery confirmation. **PrimeMyBody** is not responsible for lost or misdirected shipments. It is the responsibility of the Independent Affiliate to trace, insure or otherwise confirm that **PrimeMyBody** has received the shipment. This includes packages that have been refused or returned to sender. **PrimeMyBody** will not accept any returns without a RMA number on the exterior of the package.
- (5) All procedures and requirements listed here and on the RMA form need to be followed in order to receive a resignation refund. Refunds will be issued by Company check. If original order was placed using cash, refunds will be issued by Company check, please allow thirty (30) days for processing of all refunds, credit cards or cash.
- (6) Refunds issued do not include shipping and handling costs. Refunds are based on the purchase price of the product.
- (7) **PrimeMyBody** will recoup any commissions or other compensation paid when the product that generated that compensation is returned. In order to do so, we will deduct the outstanding amount prior to paying you any further commissions. If your commission check is insufficient to allow us to recover the compensation through a deduction, **PrimeMyBody** will deduct the compensation amount from the refund amount owed to you.
- (8) Any product returned to **PrimeMyBody** that does not meet these requirements will not be refunded. **PrimeMyBody** will hold said product for thirty (30) days before disposing of. It is the responsibility of the Independent Affiliate to make arrangements for the return of said product. **PrimeMyBody** will not pay any return shipping charges, all shipping charges will be the responsibility of the Affiliate.
- (9) Upon receipt of unused, resalable items, **PrimeMyBody** will reimburse you ninety percent (90%) of the net cost of the last purchase price or as otherwise required by law.
- (10) If the order was placed and processed through the merchant account and NOT shipped, then PrimeMyBody will cancel the order per customers request. The refund shall be in the amount of no less than ninety percent (90%) of the Customer's cost and appropriate set-offs and legal claims, if any.
- (11) The enrollment fee of \$39 is non-refundable.

#### H. 70% Resale Rule / Repurchase or Refunds Guidelines

We will not repurchase products or issue refunds on products certified as having been consumed or sold under the 70% Resale rule. Falsely representing the amount of product sold or consumed in order to advance in the marketing plan will be grounds for termination.

#### I. Damaged Returns

Any damages to the product, as the result of negligent packaging or improper shipping for the return shipment shall be your sole responsibility. **PrimeMyBody** will not refund any product that is delivered damaged or not in a marketable condition.

**J. Per State Buy-Back Policy Guidelines**

In some states there is a statute or regulation that provides for a different Buy-Back policy. **PrimeMyBody** conforms to all such laws: In Georgia: We will repurchase all unencumbered products, sales aids, literature, and promotional items which are in a reasonably resalable or reusable condition and which were acquired by the participant from **PrimeMyBody**. The repurchase shall be at a price not less than 90% of the original net cost to the participant of the goods being returned. For the purpose of this paragraph, “original net cost” means the amount actually paid by the participant for the goods, less any consideration received by the participant for purchase of the goods that is attributable to the specific goods now being returned. Goods shall be deemed “resalable or reusable” if the goods are in an unused, commercially resalable condition at the time the goods are returned to **PrimeMyBody**. Goods that are no longer marketed by **PrimeMyBody** shall be deemed “resalable or reusable” if the goods are in an unused, commercially resalable condition and are returned to **PrimeMyBody** within one year from the date the company discontinued marketing the goods; provided, however, that goods which are no longer marketed shall be deemed not “resalable or reusable” if the goods are sold to participants as non-returnable, discontinued, or seasonal items and the non-returnable, discontinued, or season nature of the goods was clearly disclosed to the participant seeking to return the goods prior to the purchase of the goods by the participant.

In Maryland, Montana, Puerto Rico, Oklahoma and Texas: On written request from the purchaser, and not later than the first anniversary of the purchaser’s date of purchase, all unencumbered products that are in an unused, commercially resalable condition at a price not less than 90% of the amount actually paid by the purchaser for the products being returned, less any consideration received by the purchaser for purchase of the products being returned. A product that is no longer marketed by **PrimeMyBody** is considered resalable if the product is otherwise in an unused, commercially resalable condition and is returned to the seller not later than the first anniversary of the purchaser’s date of purchase, except that the product is not considered resalable if before the purchaser purchased the product it was clearly disclosed to the purchaser that the product was sold as a non-returnable, discontinued, seasonal, or special promotion item. In Massachusetts and Wyoming: We will repurchase all unencumbered products in a resalable condition then in the possession of the participant. The repurchase shall be at a price of not less than 90% of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the company of the election to cancel. In Louisiana: We will repurchase all or part of any product that are in a resalable condition at 85% of the original net cost to you, and repay 85% of the original net cost of any services provided to you, and refund 90% of any other consideration you paid to us in order to participate in the marketing program.

**K. Circumstances Beyond PrimeMyBody’s Control**

**PrimeMyBody** shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its

reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of supply, or government decrees or orders.

#### L. 60-Day Notification Policy

If an affiliate has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, orders or charges, the Affiliate must notify **PrimeMyBody** in writing within 60 days of the date of the purported error or incident in question.

**PrimeMyBody** will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

#### M. Change of Address, Telephone, and E-Mail Addresses

To ensure timely delivery of products, support materials, and commission checks, it is critically important that the **PrimeMyBody**'s files are current. Street addresses are required for shipping since UPS cannot deliver to a post office box. Affiliates planning to change their e-mail address or move must send their new address and telephone numbers to **PrimeMyBody**'s Corporate Offices to the attention of the Affiliate Support Department. To guarantee proper delivery, two weeks advance notice must be provided to **PrimeMyBody** on all changes. Any shipments returned to PrimeMyBody using the current address in the back office, and that address is incorrect or not current, any reshipping and handling charges will be charged back to the PrimeMyBody Affiliate. Any commission check(s) that needs to be re-issued due to an incorrect address, will be charged a \$35.00 fee per check.

## **12. Compliance**

### A. Controversy and Claims

(1) Arbitration. Any controversy or claim arising out of or relating to your Affiliate Agreement or these Policies and Procedures, or their breach, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. If an affiliate files a claim or counterclaim against **PrimeMyBody**, he or she may only do so on an individual basis and not with any other Affiliate or as part of a class or consolidated action. For additional information please contact **PrimeMyBody**'s Compliance Department. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any mark, copyright, or other intellectual property or proprietary or confidential information of the Company without the Company's prior written consent. The Company may seek any applicable remedy in any applicable forum with respect to these disputes. In addition to monetary damages, the Company may obtain injunctive relief against an affiliate for any violation of the Agreement or misuse of the Company's Proprietary Marks (or any derivations or alternate spellings thereof), copyrights or confidential information.

(2) Termination/Injunctive Relief. Nothing in these Policies shall prevent the Company terminating the Affiliate Agreement pursuant to its terms or from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect the Company's interest prior to, during or following the filing of any arbitration, mediation or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

(3) Indemnification. An affiliate must indemnify **PrimeMyBody** and its affiliates and hold it harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business they may incur as a result: (a) any unauthorized representation or action by Affiliate; (b) breach by Affiliate of the Affiliate Agreement or any other contract or agreement between Affiliate and **PrimeMyBody** or any applicable federal, state or local law, rule or regulation; (c) the creation and the use by **PrimeMyBody** of any photograph, video, audio, or endorsement provided by Affiliate, including any claim for infringement or defamation; or (d) Affiliate's conduct of his or her business. This provision shall survive the termination of the Agreement.

#### B. No Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of **PrimeMyBody** to exercise any right or power under the Agreement or to insist upon strict compliance by an affiliate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of **PrimeMyBody**'s right to demand exact compliance with the Agreement. Waiver by **PrimeMyBody** can be effectuated only in writing by an authorized officer of the Company. **PrimeMyBody**'s waiver of any particular breach by an affiliate shall not affect or impair **PrimeMyBody**'s rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Affiliate. Nor shall any delay or omission by **PrimeMyBody** to exercise any right arising from a breach affect or impair **PrimeMyBody**'s rights as to that or any subsequent breach. The existence of any claim or cause of action of an affiliate against **PrimeMyBody** shall not constitute a defense to **PrimeMyBody**'s enforcement of any term or provision of the Agreement.

#### C. Venue/Jurisdiction

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Clark County, State of Nevada. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Nevada shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision contained in the Agreement, residents of the State of Nevada shall be entitled to bring an action against **PrimeMyBody** in their home forum and pursuant to Nevada law.

#### D. Amended Provision Guidelines

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

#### E. Information Disclaimer

All personal Reward Points information is provided "as is" without warranties, express or implied, or representations of any kind whatsoever. In particular but without limitation there shall be no warranties of merchantability, fitness for a particular use, or non-infringement. The Company is not responsible or liable for maintaining any Affiliate or customer data or for the deletion, corruption, destruction, damage, loss or failure of any Affiliate or customer data or for any third party access to any Affiliate or customer data. To the fullest extent permissible under applicable law, **PrimeMyBody** and/or other persons creating or transmitting the information will in no event be liable to any Affiliate or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal Reward Points information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity, and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if **PrimeMyBody** or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, **PrimeMyBody** or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability or other theory with respect to any subject matter of this Agreement. **THE COMPANY IS NOT RESPONSIBLE FOR INTERRUPTED, INACCESSIBLE OR UNAVAILABLE NETWORKS, SERVERS, SATELLITES, INTERNET SERVICE PROVIDERS, WEB SITES, OR OTHER CONNECTIONS; OR FOR MISCOMMUNICATIONS, FAILED, JUMBLED, SCRAMBLED, DELAYED, OR MISDIRECTED COMPUTER, TELEPHONE OR CABLE TRANSMISSIONS; OR FOR ANY TECHNICAL MALFUNCTIONS, FAILURES OR DIFFICULTIES.** Access to and use of the Company's online and telephone reporting services and an affiliate's reliance upon such information is at the Affiliate's own risk.

#### F. Returned Checks/Re-issued Checks

Any permitted checks returned by an affiliate's bank for insufficient funds will be re-submitted for payment. A \$35.00 returned check fee will be charged to the account of the Affiliate. ***Any outstanding balance owed to PrimeMyBody by an affiliate for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks.***

Any check that has been issued to an Affiliate for commissions generated that has not been received and has to be re-issued will be charged a fee of \$35.00 per check. Any outstanding balance owed to PrimeMyBody by an Affiliate for re-issued check(s) will be withheld from subsequent bonus and commission checks.

### **13. Disciplinary Actions**

If you violate any of the Policies & Procedures, the terms and conditions of the Affiliate Agreement, or engage in any illegal, fraudulent, deceptive, or unethical business conduct, we may, at our sole discretion, invoke any disciplinary action that we deem appropriate.

Among the potential disciplinary actions are:

- Issuance of a written warning or admonition;
- Reassignment of all or part of your downline organization;



- Suspension, which may result in termination or reinstatement with conditions or restrictions; and/or
- Termination of your Affiliate Agreement.

#### **14. Affiliate’s Loss of Rights Upon Non-Renewal/Termination**

So long as an affiliate remains Active and complies with the terms of the Affiliate Agreement and these Policies and Procedures, **PrimeMyBody** shall pay commissions to such Affiliate in accordance with the **PrimeMyBody** Rewards Plan. **An affiliate’s bonuses and commissions constitute the entire consideration for the Affiliate’s efforts in generating sales and all activities related to generating sales.** Following non-renewal, cancellation for inactivity, or voluntary or involuntary termination of his or her Affiliate Agreement (all of these methods are collectively referred to as “termination”), the former Affiliate shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the marketing organization. **An affiliate whose Affiliate Agreement is terminated, will lose all rights as an affiliate, including the right to sell PrimeMyBody products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Affiliate’s former downline marketing organization. In the event of termination, Affiliates agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.** An affiliate whose Affiliate Agreement is terminated shall receive commissions and bonuses only for the last full pay period he or she was Active prior to non-renewal or termination.

#### **15. Product Liability Claims**

##### **A. Third-Party Claims**

Subject to the limitations set forth in this provision, the Company shall defend Affiliates from claims made by third-party customers alleging injury from use of a product, or injury due to a defective product. The Affiliate must promptly notify the Company in writing of any such claim, no later than ten (10) days from the date of the third-party claimant’s letter alleging injury; failure to so notify the Company shall alleviate any obligation of the Company respecting such claim. The Affiliate must allow the Company to assume the sole and absolute discretion respecting the defense of the claim, and use and choice of counsel as a condition to the Company’s obligation to defend an affiliate.

##### **B. Indemnification Guidelines**

The Company shall have no obligation to indemnify an affiliate if:

- The Affiliate has not complied with the Agreement respecting obligations and limitations covering the distribution and/or sale of the products; or
- The Affiliate has repackaged (using non-**PrimeMyBody** provided packaging), altered or misused the product, made claims or given instruction or recommendations respecting the use, safety, efficacy, benefits or results, which do not comply with the approved literature of the Company; or
- Affiliate settles or attempts to settle a claim without the Company’s written approval.