



# Policies and Procedures



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## **SECTION 1: INTRODUCTION**

### **1.1 – Policies & Procedures and Compensation Plan Incorporated into Brand Partner Agreement**

The Policies and Procedures (“P&Ps”) and Compensation Plan, in their current form and as amended periodically at the sole discretion of R U Health & Wellness LLC (“RUH&W”) are incorporated into the R U Health & Wellness LLC Brand Partner Agreement.

### **1.2 – Purpose**

The Purpose of the P&Ps is to define the relationship between RUH&W and the Brand Partner, to set standards of acceptable business practices, and to support Brand Partners in building and protecting their RUH&W direct selling businesses in a manner that is in compliance with these P&Ps. Any violation of the P&Ps may result in disciplinary action including probation, suspension and/or termination at the sole discretion of RUH&W.

### **1.3 – The Agreement**

Together the Brand Partner Agreement and the P&Ps, as they may be amended, constitute the entire contractual agreement (“Agreement”) between RUH&W and each Brand Partner and supersedes any and all prior oral or written agreements or understandings between RUH&W and a Brand Partner, including any representations by RUH&W or its Brand Partners not explicitly made in the Agreement or in official publications. The Agreement may not be altered or amended, except as provided in the Agreement. Should any discrepancy exist between the terms of the RUH&W Brand Partner Agreement and the P&Ps, the terms of the Brand Partner Agreement will prevail.

### **1.4 – Agreement Term and Renewal**

The Brand Partner Agreement has a term of twelve (12) months beginning upon acceptance of the Brand Partner Agreement by RUH&W. At the end of the term, the Brand Partner Agreement will automatically be renewed for an additional twelve (12) month term, unless either party gives written notice of its intent not to renew or terminate the Brand Partner Agreement. RUH&W reserves the right to charge a renewal fee.

## **SECTION 2: BECOMING AN INDEPENDENT BRAND PARTNER**

### **2.1 – Requirement to Become a Brand Partner**

In order to become a Brand Partner, one must:

- a) Be at least eighteen (18) years of age;
- b) Be a permanent resident of the US and have a valid SSN or Federal Tax identification number;
- c) Not be in jail or prison or confined in a correctional institution; and
- d) Complete and submit a RUH&W Brand Partner Agreement that is accepted by RUH&W. RUH&W reserves the right to accept or reject a Brand Partner’s Brand Partner Agreement.

## 2.2 – Rights and Privileges of a Brand Partner A

Brand Partner can:

- a) Purchase products directly from RUH&W;
- b) Participate in the RUH&W Compensation Plan (receive commissions and bonuses, if eligible);
- c) Sponsor other individuals as Brand Partners and build a downline organization;
- d) Receive RUH&W communications and literature;
- e) Participate in RUH&W-sponsored training, motivational and recognition events upon meeting qualifying criteria and payment of appropriate charges, if applicable; and
- f) Participate in RUH&W-sponsored incentive trips and programs, if eligible).

### SECTION 3: CODE OF ETHICS

RUH&W has established this Code of Ethics as a standard of the highest levels of professional conduct and behavior to be followed when operating a RUH&W business. Each Brand Partner agrees to follow and abide by the following Code of Ethics. As a RUH&W Brand Partner, I agree that:

- a) I will operate my RUH&W business in a lawful, ethical and professional manner and in compliance with the Direct Selling Association’s Code of Ethics (see [www.dsa.org/code-of-ethics](http://www.dsa.org/code-of-ethics)). I will avoid all misleading, deceptive, illegal and unethical practices.
- b) I will not engage in any activity that would harm the reputation of RUH&W or its affiliates and shall not make disparaging statements about RUH&W, its employees or other Brand Partners.
- c) I will abide by all federal, state and local laws and regulations governing the marketing and sale of products of RUH&W.
- d) When I attend any RUH&W events including awards ceremonies, banquets, promotions and reward trips, I will conduct myself with etiquette and in a professional manner that upholds the high standards of the RUH&W.
- e) I will be truthful when marketing and selling all products and soliciting Brand Partners or retail customers of RUH&W products (“Customers”).
- f) I will not make any diagnostic, therapeutic or curative claims for any RUH&W product. I will not make any claims that are not approved and contained within official company literature. I am aware that people may interpret my own personal experiences as an “extension of product claims” if I use those experiences as a sales device.
- g) I will honor the Company’s one hundred percent (100%) satisfaction, thirty (30) day money back guarantee when dealing with Customers or Brand Partners.
- h) I will not make any income claims or representations regarding the Compensation Plan. I am aware that no organization grows in a perfect progression and it is impossible to predict incomes. A Brand Partner’s success depends on many variables and that it is up to each individual’s efforts to determine their success.
- i) I will always conduct myself in an honest, fair manner being respectful of all people, including other Brand Partners and professionals of other network marketing companies.
- j) I will not target the sales force of another direct sales company to become Brand Partners or violate the terms of their contract with such company. I bear the sole risk and sole liability for such activities, which activities are not endorsed or supported by RUH&W.

## **SECTION 4: OPERATING A RUH&W BUSINESS**

### **4.1 – Identification Number**

All Brand Partners will be assigned a unique identification number (“ID”) for the purpose of their RUH&W business. The ID shall be placed on all orders and correspondence with RUH&W.

### **4.2 – Business Activities**

Brand Partners are self-employed, non-exclusive independent contractors and are solely responsible for their own business activities, decisions and expenses, which result from their business operations. These expenses may include, but are not limited to, licenses or permits required to operate their business, legal fees, telephone expenses, travel expenses, advertising and tax. Brand Partners are prohibited from signing or entering any agreement, opening any bank account, securing credit or making purchases in the name of or on behalf of RUH&W or its affiliates.

### **4.3 – No Exclusive Territorial Rights/Restrictions on Solicitation**

Brand Partners are not granted any exclusive territory in which to conduct their business, nor shall any Brand Partner imply or state that they have an exclusive territory for sales or sponsoring purposes. Each Brand Partner will have the right to conduct business in the locations authorized by RUH&W, without exclusivity. Brand Partners may solicit customers or Brand Partners only in geographic locations designated in writing by RUH&W. Brand Partners may only market, solicit or sell the products designated in writing by RUH&W.

### **4.4 – Tax**

Brand Partners are independent business owners and will not be treated as a franchisee, owner, or employee of RUH&W for federal or state tax purposes including, with respect to the Internal Revenue Code, Social Security Act, federal unemployment act, state unemployment acts or any other federal, state, or local statute, ordinance, rule, or regulation. Each Brand Partner is solely responsible for the payment of self-employment, Social Security, income and other taxes as required by law. No taxes are deducted from any commission and/or bonus payments. At the end of each calendar year, as required by law, RUH&W will provide an IRS Form 1099 to all applicable Brand Partners. It is the Brand Partner’s responsibility to provide RUH&W with the proper Social Security number or taxpayer identification number for the purpose of Internal Revenue Service filings. References in these P&Ps to ‘positions’ means status or ranking within the RUH&W Compensation Plan, and is not intended to imply any form of employment arrangement between the Brand Partners and RUH&W.

## **SECTION 5: ACCOUNTS**

### **5.1 – Brand Partner Address**

The address listed on the Brand Partner Agreement will serve as the Brand Partner’s mailing address for all purposes, and must be either the Brand Partner’s primary residence or business address. If the mailing address listed on a Brand Partner’s application is identical to the mailing address utilized by other Brand Partners, all Brand Partners utilizing such identical address may be required, at RUH&W’s sole discretion, to furnish additional information to RUH&W.

Brand Partners must report any change of address, telephone number or email address by submitting a ticket through the support portal in the Brand Partner's Virtual Office, emailing Brand Partner Services at support@revitalu.com or by sending written notice to the attention of Brand Partner Services. All parties must sign written notification of an address change when a Brand Partner position is owned by more than one individual (e.g., husband and wife hold one position together). The Brand Partner will be placed on inactive status if mail is returned to sender because RUH&W has not been informed of an address change.

## 5.2 – Multiple Positions Prohibited

A Brand Partner may not own, operate, or have an interest in more than one Brand Partner position except as expressly stated herein. Multiple positions as a Brand Partner may be permitted upon written approval by RUH&W only as follows:

- a) An individual is an uncompensated member of the board of directors of a charitable foundation or a non-profit corporation that is also an active Brand Partner;
- b) A Brand Partner inherits a Brand Partner position; or
- c) RUH&W, in its sole discretion, waives the multiple-position policy. Such waiver shall be specific, and only will apply to the Brand Partner directly waived from the prohibition.

## 5.3 – Enrollment of Spouses

Spouses can sign up as Brand Partners:

- a) As a single Brand Partner (example: John and Jane Doe);
- b) With individual Brand Partner positions with the same sponsor; or
- c) One spouse may personally sponsor the other (example: John Doe personally sponsors Jane Doe);

The term 'spouse' used in these P&Ps is deemed to include common law couples, and all terms and conditions herein affecting spouses, shall apply equally to common law spouses (including the provisions herein relating to marriage and divorce).

A husband and wife, whether operating as a single Brand Partner (Joint Account) or each with his or her own positions, represent to RUH&W that each of them (i) is jointly bound by the terms of the Brand Partner Agreement and these P&Ps; (ii) is responsible for any and all conduct by his or her spouse even if only one spouse is designated as a Brand Partner; and (iii) understands that if the spouse of any Brand Partner acts in a manner which would be a violation of the Brand Partner Agreement and/or these P&Ps, such a violation will be attributed to each of the Brand Partner position(s), and to both the husband and wife.

Any Brand Partner may not have simultaneous beneficial interests in more than one Brand Partner entity. For example, a shareholder in a corporation that holds a Brand Partner position, cannot also hold an individual Brand Partner position.

## 5.4 – Divorce

Should a married couple operating a single Brand Partner position divorce, they may elect to continue to operate a single business in the same name as originally submitted, or they may provide RUH&W with a certified copy of the final decree of divorce which sets forth new ownership of the Brand Partner position. A completed Sale / Transfer document dated no later than ten (10) business days after the date of the final decree of divorce and a forty-five dollar (\$45) non-refundable processing fee is required for a transfer or

sale. The Brand Partner position will retain its pre-divorce ownership and no changes to the Brand Partner position will be implemented until RUH&W receives proper documentation.

#### 5.5 – Fictitious and/or Assumed Names

A Brand Partner position may not be assumed using a fictitious or assumed name.

#### 5.6 – Phantom Positions

A Brand Partner shall not provide false or invalid information on a Brand Partner Agreement. Placing another individual's name or establishing phantom Brand Partner positions is a violation of the Brand Partner Agreement and these P&Ps and may result in the immediate termination of the Brand Partner Agreement, claw back and loss of all commissions, bonuses and other payments.

### **SECTION 6: BUSINESS AND LEGAL ENTITIES**

#### 6.1 – Corporations, Partnerships, Limited Liability Companies, and Trusts

To become a new Brand Partner as a corporation, partnership, limited liability company, or a trust (each a "Business Entity") or to change one's individual status to a Business Entity, the following must be provided to RUH&W:

- a) A completed Brand Partner Agreement signed by an individual authorized by the Business Entity;
- b) A copy of the official notification from IRS issuing the Business Number to the Business Entity (which notification must include the Business Number itself);
- c) A copy of the incorporation or other formation documents that have been certified by the applicable government body in the jurisdiction of formation of the Business Entity;
- d) The full name and address of all of the equity owners of the Business Entity and of all managers, directors, officers and trustees, as applicable;
- e) A copy of a fully signed resolution authorizing the Business Entity to enter into the Brand Partner Agreement; and
- f) A letter from the Business Entity designating one individual, who must be at least 18 years of age, as the responsible party for the Business Entity's operations and sales.

A Business Entity may become a Brand Partner subject to prior approval by RUH&W, however, no individual may hold an interest in more than one Brand Partner position. Equity owners, managers, officers, directors, trustees or beneficiaries of a Business Entity applying as a Brand Partner may not have been (i) a Brand Partner as an individual, or (ii) an equity owner, officer, manager, director, trustee or beneficiary of another Brand Partner Business Entity within six (6) calendar months preceding the execution of the new Brand Partner Agreement.

#### 6.2 – Non-Profit Organizations

Non-profit organizations may become Brand Partners of RUH&W if they provide copies of the following documents to accompany the Brand Partner Agreement:

- a) Articles of formation, trust documents and/or other applicable governing documents;
- b) A list of all directors and officers involved in the non-profit organization and those who are authorized to enter into a contract on behalf of the organization;

- c) A federal ID number or other applicable identification number associated to the non-profit organization; and
- d) Verification of 501c (3) status.

## **SECTION 7: SPONSORSHIP**

### **7.1 – Sponsor Support and Trainings**

Brand Partners may sponsor other Brand Partners in any country in which RUH&W is authorized and open for business. Sponsors shall ensure that each new Brand Partner has received, has access to and understands RUH&W's Brand Partner Agreement, the P&Ps and the Compensation Plan. A Brand Partner will be compensated only for generation of sales, not for sponsoring new Brand Partners. Brand Partners must provide ongoing advice and support to their downline organization and maintain regular communication and bona fide advisory support to Brand Partners in their downline. Brand Partners are encouraged to assist new Brand Partners in training and enrolling new Customers and other Brand Partners.

Both Brand Partners and Customers have three (3) days from their enrollment date to request a move to a different sponsor.

The exception to this rule will apply to Brand Partners who are in the holding tank, Customers who wish to become Brand Partners, or requests made due to pending legal action or other extenuating circumstances that warrant a move:

- a) A Brand Partner who is in a holding tank can request to be moved to another Sponsor in the same downline. No moves will be made to another organization.
- b) A Customer who upgrades their account to a Brand Partner account will have the right to request to switch their sponsor. This request will only be granted if made within three (3) days of switching their account from a Customer account to a Brand Partner account. Brand Partners can be their own Customer, but cannot have a separate Customer account under a different sponsor.
- c) In the rare event that a Brand Partner move is granted outside of the three (3) day window, only the Brand Partner making the request will be moved. The Brand Partner's downline organization and Customers will not be moved.

In the event the move request is denied, a Brand Partner may rejoin RUH&W under a new sponsor, only after a period of no less than six (6) months from the date that the Brand Partner's relationship with RUH&W was voluntarily terminated or he or she failed to renew the Agreement.

Although it is strongly discouraged and is seldom permitted, a Brand Partner may transfer to a different sponsor or sponsorship line, subject to the written approval of RUH&W, which may be withheld in its sole discretion, if the following conditions are met:

- a) If the transferring Brand Partner is within the same sponsorship group, notarized signatures are required from all Brand Partners that are or may be impacted by the move.
- b) If the transferring Brand Partner is outside the same sponsorship group, a notarized statement signed by all affected upline Brand Partners shall be submitted reflecting that each affected party understands and consents to the transfer.
- c) Any request for transfer of Sponsorship shall require;
- d) A written request for transfer explaining the exact reason for the requested transfer shall be submitted to RUH&W, and;

- e) Incur a fifty dollar (\$50) transfer fee payable to RUH&W
- f) The final approval of RUH&W, if granted, will apply only to the Brand Partner making the request and not the Brand Partner's downline organization.

## **SECTION 8: SALE OF PRODUCTS**

### **8.1 – Terms of Product Sales**

RUH&W has the sole right to accept or reject Customer orders for products, to establish and change without notice the Customer's prices of products and to establish the terms and conditions of their offering. RUH&W and its affiliates may discontinue offering or selling any product, without liability or obligation. Brand Partners may only offer products in accordance with rates and terms and conditions established by RUH&W, or its affiliates. Brand Partners may only use those means of marketing and selling of products that are acceptable to RUH&W and its product providers, as specified verbally, in writing, or posted in RUH&W's website from time to time.

### **8.2 – Personal Purchases**

Brand Partners are not personally required to become a RUH&W Customer or purchase products, literature or sales aids (i) to become a Brand Partner, (ii) to receive commissions, bonuses or other remuneration under the RUH&W Compensation Plan or (iii) move up in rank or status within the RUH&W Compensation Plan. The only mandatory payment to become a Brand Partner is enrolling in the RUH&W program. Brand Partners must not represent that there is any obligation to purchase products, literature or sales aids, nor shall they represent that bonuses, commissions or other earnings may be obtained solely from the purchase of such materials.

A Brand Partner may purchase products directly from RUH&W. Should a Brand Partner obtain products from the Brand Partner's Sponsor or upline Brand Partner's personal inventory and a replacement product order is not placed and processed through RUH&W, no commissions or overrides, will be paid by RUH&W on such transactions.

### **8.3 – Customer Qualifications**

Commissions, bonuses and the advancement to levels in the RUH&W Compensation Plan are based on the sale of products to Customers. All forms of stockpiling are strictly prohibited including, but not limited to, purchases of products primarily for the purposes of qualifying for additional compensation.

Establishing a Customer account when the Customer does not intend to use the product is unethical and a breach of the Brand Partner Agreement and these P&Ps.

### **8.4 – Subscribe and Save Customer Rules**

A Customer may personally opt-in to the Subscribe and Save Program and become a Subscribe and Save Customer. Invalid Subscribe and Save Customer orders are defined as orders submitted to the Company as Subscribe and Save Customers for qualification purposes without authorization from the Customer.

If a Brand Partner submits a Subscribe and Save Customer order without the Customer's consent, the Brand Partner will be subject to disciplinary action, including termination. Subscribe and Save Customer orders cannot be paid by or shipped to a Brand Partner for any reason. No exceptions.

### **8.5 – Payment Options**

Product purchases must be paid by credit card unless specifically stated otherwise by RUH&W. No orders will be shipped without prior payment.

#### 8.6 – Purchases on Behalf of Others

A Brand Partner shall not use another person's credit card when placing orders or place an order for a Customer using the Brand Partner's credit card. The purchase of products on behalf of another Brand Partner, Customer or through another Brand Partner's or Customer's ID number is prohibited. No Brand Partner may advance money or promise reimbursement to a prospect in order to solicit them to purchase products. A Brand Partner may not purchase or sell a Customer from or to any other Brand Partner for any reason.

#### 8.7 – Retail Sales Rule/70% Rule

In order to qualify for commissions, a Brand Partner must make retail sales in the calendar period in which commissions are earned. In order to purchase new product, a Brand Partner must certify with each product order that the Brand Partner has sold or consumed at least seventy percent (70%) of all products previously purchased.

### **SECTION 9: RUH&W OPPORTUNITY**

Each Brand Partner begins with an equal opportunity for income. The RUH&W business presentation script is designed for Brand Partner to present the RUH&W business clearly and easily. Brand Partners understand and agree that only RUH&W corporate materials may be used in training sessions and business presentations. Brand Partners must present the Brand Partner and Customer opportunities as separate relationships, so that each prospect will choose only those relationships he or she truly desires.

In presenting the RUH&W opportunity to potential Brand Partners, only those figures published by RUH&W and made available to Brand Partners for the specific purpose of sponsoring may be utilized. The use of other written or verbal income projections, actual Brand Partner commissions, all other income potential presentations whatsoever, or any other unauthorized materials are strictly prohibited.

#### 9.1 – Earnings

All compensation paid to Brand Partners is based upon Customer sales and the related amount of products purchased by those Customers. RUH&W makes no guarantees of income or claims of profits or success. Any success achieved is based solely upon a Brand Partner's personal effort, commitment and skills. Brand Partners may not make income projections or income claims when presenting or discussing the business, RUH&W, its products, or the RUH&W Compensation Plan to a prospective Brand Partner or Customer. Reasonable hypothetical income examples that are used solely to explain the operation of the Compensation Plan, and which are based solely upon mathematical projections, may be made to prospective Brand Partners, so long as the Brand Partner makes it clear to the prospective Brand Partner that such earnings are hypothetical, as well as providing to each prospective participant a copy of the current RUH&W Income Summary Statement, if available, which outlines what a "typical participant" in the Compensation Plan is likely to make. The RUH&W Income Summary Statement will change from time to time to reflect updates in compensation figures. Currently, it reads as follows:

"While this is a great money-making opportunity, it is important to keep in mind that there are no guarantees regarding income. Our estimate of what the typical participant is likely to earn is approximately three hundred twelve dollars (\$312) per year. A Brand Partner, for the purposes of this

estimate, includes all Brand Partners who make a sale within a one-year period. This estimate will be updated annually. This 'typical' figure is Brand Partner of the smallest range of compensation expected to be earned by over fifty percent (50%) of all Brand Partners in the plan."

## 9.2 – Telephone Procedures

Brand Partners may not answer the telephone in any matter that gives callers a reason to believe that they have reached the corporate offices of RUH&W, including answering the telephone by responding "RU Health & Wellness" or by using any other form of their name which could be considered deceptive or misleading by the general public.

## 9.3 – Events

RUH&W supports the practice of opportunity meetings, business receptions and training for the purpose of facilitating sales, as they are valuable tools when conducted with professionalism and integrity.

Brand Partners may charge an entrance fee, but the total fees received must not exceed the reasonable cost of such meetings and trainings or special events; provided, however, no Brand Partner may charge a fee or request payment from a prospective Brand Partner or Customer. No meeting or training is allowed to create any profit to those Brand Partners conducting the event.

Brand Partners sponsoring such events must keep a detailed registration list of all attendees and documentation of revenues and expenses which must be provided to RUH&W upon request. RUH&W, in its sole discretion, may attend and audit any event to ensure compliance with these P&Ps and may use recording devices in connection with such audits.

## 9.4 – Soliciting and Cross-Recruiting Restrictions

Brand Partners understand and agree that Customers procured on behalf of RUH&W, are Customers of RUH&W. During the term of the Agreement and for one (1) year thereafter, Brand Partners may not directly or indirectly, individually or through others:

9.4.1. recruit Brand Partners or its Customers for other network marketing or direct sales businesses or opportunities (a "Network Marketing Business");

9.4.2. solicit or encourage Brand Partners or Customers to terminate or alter their business or contractual relationship with RUH&W;

9.4.3. Otherwise solicit, divert, take away or interfere with any of the Customers, employees of RUH&W or its Brand Partners;

9.4.4. Associate their RUH&W business activities with any non-RUH&W business opportunity, products, services or other competing or inappropriate activities; or

9.4.5. Cross-recruit existing Brand Partners or Customers from other sponsors and/or downlines to move to their team.

The term, "recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement or effort to influence in any way, either directly, indirectly (including but not limited to the use of a website or social media), or through a third party, another RUH&W Brand Partner or Customer to enroll in another

Network Marketing Business. This conduct constitutes recruiting even if a Brand Partner's actions are in response to an inquiry or contact made by another Brand Partner.

Brand Partners stipulate that because the Network Marketing Business is conducted in other countries, often through networks of independent contractors, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Brand Partners agree that this non-solicitation provision shall apply in all countries in which RUH&W conducts business at the time the restriction is applicable. Brand Partners agree that the geographic scope applicable to this provision is reasonable and further waive any claim or defense that the non-solicitation provision is void or voidable based on the breadth of its geographic scope.

Notwithstanding this prohibition, it is permissible for a Brand Partner to recruit his or her immediate family members during the twelve-month (12) period after termination to another Network Marketing Business, even if those immediate family members are current RUH&W Brand Partners.

Each Brand Partner stipulates that if he or she violates any part of this section, RUH&W will be irreparably harmed and calculation of the full extent of RUH&W's damages will be difficult. Brand Partner therefore stipulates that RUH&W shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against Brand Partner and all those acting in concert with him or her to prevent and enjoin any violation of this section. This remedy is in addition to any other legal remedies to which RUH&W may be entitled, including disciplinary sanctions under the Agreement and recovery of damages caused by a Brand Partner's breach. The provisions of this section shall survive termination of the Agreement.

#### 9.5 – Endorsements

Brand Partners may not make any claim that RUH&W or any of its products have been endorsed by any regulatory agency.

#### 9.6 – Inventory Loading / Bonus Buying Prohibited

RUH&W prohibits bonus buying. Bonus buying is any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product purchases by end user consumers and includes, but is not limited to (i) purchasing products through a straw man, nonexistent person or Customer or Business Entity or other artifice; (ii) the enrollment of individuals or Business Entities without their knowledge of and/or execution of a Brand Partner Agreement by such individuals or Business Entities; (iii) the fraudulent enrollment of an individual or Business Entity as a Brand Partner or Customer; (iv) the purchasing of products or other items on behalf of another Brand Partner or Customer or under another Brand Partner or Customer's I.D. number to qualify for commissions or bonuses; or (v) the use of a credit card by or on behalf of a Brand Partner or Customer when the Brand Partner or Customer is not the account holder of such credit card.

RUH&W recognizes that a Brand Partner will purchase products for the Brand Partner's personal use, however, RUH&W strictly prohibits the purchase of products in unreasonable amounts in an attempt to qualify for advancement in the Compensation Plan. RUH&W retains the right to limit the amount of purchases a Brand Partner may make if it believes, in its sole discretion that those purchases are made solely for compensation or qualification purposes instead of for resale or business building.

RUH&W may revoke a rank advancement if it was earned in violation of this policy. RUH&W recognizes that Brand Partners may wish to purchase certain products for their own use and/or for retail sale.

However, RUH&W strictly prohibits the purchase of products in unreasonable amounts and prohibits the purchase of products only or primarily to qualify or earn for compensation or to achieve a specific rank.

#### 9.7 – Stacking

Stacking is the fraudulent manipulation of the RUH&W Compensation Plan. Stacking occurs when a sponsor places Brand Partners or Customers under a downline Brand Partner (who may not know or have any relationship with the Customers and/or Brand Partners) in order to trigger commission and/or a promotion.

Stacking is unethical and unacceptable behavior and may result in the termination of the Brand Partner Agreements of all Brand Partners found to be involved and will result in the loss and claw back of all commissions, bonuses and other payments.

#### 9.8 – International Sales

A Brand Partner who chooses to sponsor internationally may do so, only in countries in which RUH&W has registered to operate its business and must comply fully with the rules of operation of a Brand Partner in that country. Any violation of this rule constitutes a material breach of the Brand Partner Agreement and is grounds for immediate termination of the Brand Partner.

#### 9.9 – Product Claims

Brand Partner shall make no claim, representation or warranty concerning any product of RUH&W except those expressly approved in writing by RUH&W or contained in the official RUH&W materials.

#### 9.10 – Promotional Items

The use of automatic dialing machines or other telemarketing operations or unsolicited telephone calls, facsimiles, broadcast fax services or unsolicited texting in connection with the sale of products of RUH&W to Customers or the recruitment of Brand Partners is not permitted.

#### 9.11 – Telemarketing/Faxes/Text

The use of automatic dialing machines or other telemarketing operations or unsolicited telephone calls, facsimiles, broadcast fax services or unsolicited texting in connection with the sale of products of RUH&W to Customers or the recruitment of Brand Partners is not permitted. Brand Partners must comply with all federal, state and local laws governing telephone solicitation and/or transmittal of faxes. Although RUH&W does not consider Brand Partners to be “telemarketers” in the traditional sense of the word, government regulations broadly define the term “telemarketer” and “telemarketing” so that an inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause a violation of the law.

#### 9.12 – Price Changes

Prices for RUH&W’s products and literature are subject to change without prior notice.

#### 9.13 – Receipts, Retail Pricing

Brand Partners may not sell RUH&W products for less than the preferred price or more than the retail price posted on RUH&W's website. Brand Partners who sell directly to a Customer must provide the

Customer with a Retail Sales Receipt at the time of sale. In addition, Brand Partners must keep copies of each Retail Sales Receipt issued for one (1) year after the date of the sale. RUH&W may, at any time, request submission of Retail Sales Receipts in order to verify retail sales for any given pay period.

Brand Partners must fully complete all information for each Retail Sales Receipt, including Customer contact information, product(s) sold, price and Brand Partner information. Failure to provide accurate, verifiable and complete Retail Sales Receipts within ten (10) days of request may result in disciplinary action, including suspension or termination at the sole discretion of RUH&W.

#### 9.14 – Sales Tax

To ensure compliance with the sales and use tax requirements of each state, unless required otherwise by state law, RUH&W may, at its option, collect and remit all applicable sales and use taxes on products and promotional materials sold to Brand Partners and Customers based on the suggested retail price of the product. The applicable rate of tax due shall be based on the address to which the product and / or materials are shipped. If a Brand Partner requests a tax-exempt purchase for products purchased for resale (not for personal use), the Brand Partner shall provide RUH&W with a true and correct copy of a current resale certificate/or tax-exempt certificate from the applicable state. Brand Partner will be responsible for submitting an updated copy of the tax-exempt certificate on a yearly basis in order to maintain the tax-exempt status on their account.

#### 9.15 – Sales Presentations

At sales presentations, Brand Partners shall truthfully identify themselves, their products, and the purpose of their business to prospective Customers. Brand Partners may not use any misleading, deceptive, or unfair sales practices. Explanations of products offered shall be accurate and complete including, but not limited to, with regard to price, terms of payment, and inability to provide guarantees of savings. Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness (note, however, that telemarketing is not permitted). Brand Partners must immediately discontinue a sales presentation upon the request of a potential Customer. Brand Partners shall not directly or by implication, denigrate any other company or product, Brand Partner or RUH&W employee. Brand Partners shall refrain from using comparisons, which are likely to mislead, and which are incompatible to the principles of fair competition. Brand Partners shall not abuse the trust of individual consumers and shall not exploit a Customer's age, illness, lack of understanding or lack of language expertise.

#### 9.16 – Orphan Customers

An "Orphan Customer" is a Customer who has not been assigned to a Brand Partner. A Brand Partner may claim an Orphan Customer when the following criteria are met:

9.16.1. The Brand Partner can provide the name and pertinent information of the Orphan Customer.

9.16.2. The Orphan Customer's sale date is no more than thirty-days (30) from the Orphan Customer's start date; and the Brand Partner has disputed the missing Orphan Customer with Brand Partner Services within this thirty-day (30) period.

9.16.3. The Orphan Customer submits a request to Brand Partner Services to be placed under the Brand Partner within thirty-days (30) of signing up.

9.16.4. Customers sponsored by terminated Brand Partners are not considered Orphan Customer and will

not be transferred to another Brand Partner. An Orphan Customer in cancelled status cannot be transferred to another Brand Partner.

#### 9.17 – Customer Privacy

An individual's right to limit use of personal information is an essential aspect of RUH&W service. Brand Partners are charged with being the guardians of Customer information.

A Brand Partner will not use in any way any information provided by the Customer during the enrollment process, or which the Customer may disclose during the subscription process, or information provided by RUH&W about the Customer, to market products to the Customer, or for any other purpose. Applicable privacy laws require that RUH&W and its Brand Partners protect this personal information from dissemination to anyone and limit the ways in which RUH&W may use the information without appropriate Customer approval. RUH&W's privacy policy is available for public review at [www.revitalu.com](http://www.revitalu.com). Brand Partners must take appropriate steps to safeguard and protect all private information, including, without limitation, credit card and social security numbers, or other tax ID information provided by a Customer, prospective Customer or other Brand Partners. Brand Partners must hold such information in strict confidence. Brand Partners are responsible for the secure handling and storage of all documents that may contain such private information. Brand Partners must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and Brand Partner and Customer data. Appropriate safeguards may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files, or (iv) shredding paper files containing confidential information or Brand Partner and Customer data. Brand Partners should retain documents containing such information for only as long as necessary to complete the transaction. Brand Partners should dispose of any paper or electronic record containing Brand Partner and Customer data and other confidential information after use by taking all reasonable steps to destroy the information by: (A) shredding; (B) permanently erasing and deleting; or (C) otherwise modifying the Brand Partner and Customer data and other confidential information in those records to make it illegible, un-reconstructible and indecipherable through any means.

#### 9.18 – Unauthorized Contact

Under no circumstance is a Brand Partner permitted to directly contact any supplier or provider of RUH&W (or any of their respective affiliates) without receiving prior written authorization from an authorized officer of RUH&W. Brand Partners may not directly contact regulatory agencies or any retail provider on behalf of RUH&W or in connection with any RUH&W business, without receiving prior written authorization from an authorized officer of RUH&W. Brand Partners may not solicit any employee of RUH&W (or any of their respective affiliates) or any person located at RUH&W corporate headquarters.

#### 9.19 – Communications

All electronic communications by Brand Partners should be clear, honest and complete so that the recipient of the communication will know the exact nature of what is being offered. Brand Partners sharing personal information collected online shall provide individual Customers with an opportunity to prohibit the dissemination of such information, and if any Customer requests that his or her personal information not be shared, shall refrain from sharing such information.

Brand Partners shall provide individuals the option to terminate any further communication and will ensure communications are terminated in a timely manner when any request to cease communications

is received. Brand Partners are required to abide by all applicable laws and regulations regarding electronic, telephonic or written communications and shall not conduct such activities in any market where such activities are prohibited by law.

## 9.20 – Claims and Warranties

BRAND PARTNERS MAY MAKE NO CLAIM, REPRESENTATION OR WARRANTY CONCERNING ANY PRODUCT OF RUH&W, EXCEPT THOSE EXPRESSLY APPROVED IN WRITING BY RUH&W OR CONTAINED IN COMPANY MATERIALS. EXCEPT AS EXPRESSLY STATED HEREIN. RUH&W 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 RUH&W TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **SECTION 10: SHIPPING**

### 10.1 – Shipping and Handling

It is the ordering Brand Partner's or Customer's sole responsibility to indicate (i) the method and means of shipping and (ii) the destination address.

### 10.2 – Damaged Goods or Loss

The shipping company is responsible for any damages that occur after it takes physical custody of the products. Therefore, it is important that the damage is reported promptly in order to allow RUH&W to file claim with the shipper. The purchaser of RUH&W products who receives damaged goods shall:

#### 10.2.1. Accept Delivery

10.2.2. Before the driver leaves, note on the delivery receipt the number of boxes that appear to be damaged and require the driver to acknowledge the damage in writing.

10.2.3. Save the damaged products or boxes for inspection by the shipping agent

10.2.4. Contact RUH&W's Brand Partner Services to arrange for a replacement order to be shipped and a damaged goods claim filed. Send pictures of the damaged product to RUH&W Support (support@revitalu.com).

### 10.3 – Inaccurate Delivery

If a product is shipped in error by RUH&W, the unordered merchandise may be returned at the RUH&W's expense provide the following steps are taken:

10.3.1. A Brand Partner or Customer notifies RUH&W within five (5) days of receipt of order;

10.3.2. A copy of the shipping or packing slip shall be enclosed by the Brand Partner or Customer; and

10.3.3. Products shall be returned in original containers and shall be packed properly to prevent damage in return shipment.

RUH&W will bear no fault or responsibility for a product shipped to the wrong address as a result of the

Brand Partner's or Customer's inputting a wrong address. Any charges incurred by RUH&W for the return of the shipment will be passed on to the Brand Partner or Customer.

#### 10.4 – Refused Shipments

Should a Brand Partner refuse delivery on any order placed with RUH&W, RUH&W shall have the right to place the Brand Partner in suspension pending resolution of the refused delivery. Neither a Brand Partner nor a Customer shall refuse any shipment from RUH&W unless prior approval from RUH&W has been received. Should the receiving party of any order shipped from RUH&W refuse to accept delivery and the shipment is returned to RUH&W, the ordering Brand Partner's status will be suspended pending resolution of the delivery refusal. Non-accepted delivery charges will be debited to the Brand Partner's account. If RUH&W determines that a valid reason exists for refusing shipment, it will instruct the Brand Partner or Customer on the proper procedure for a return.

### **SECTION 11: RETURNS**

#### 11.1 – Right to Cancel

Unless otherwise specified by law, Brand Partners and Customers have the right to cancel a purchase within three (3) days from the date of sale and receive full refund. One copy of RUH&W receipt must be given to the Customer. In addition, Brand Partners must inform a Customer of the three (3) day right to cancel at any time the Customer purchases products.

#### 11.2 – Product Guarantee

RUH&W offers a thirty-day (30) money-back guarantee on the first Retail Product order from the date of purchase in the system. If a Customer is dissatisfied with any of RUH&W's products for any reason, then the Customer may return that product in its original package and shipping containers, with proof of purchase, to RUH&W for a full refund of the purchase price minus shipping.

The Customer is responsible for the cost of return shipping. If the product was purchased directly from a Brand Partner, the Customer should return the product and the original invoice to the Brand Partner, who will refund the product purchase price to the Customer.

In order to process a return, Customer is required to contact RUH&W to obtain a Return Merchandise Authorization (RMA) Number. This number must be written on the outside of the shipping box. If a package is returned without an RMA Number, the refund may be delayed or refused. An RMA Number is valid for ten (10) business days.

#### 11.3 – Chargebacks

A chargeback will result in the automatic suspension of the account. Reactivation will require either a reversal of the chargeback or payment of the order and the chargeback fee assessed to RUH&W by the bank.

#### 11.4 – Excessive Return Activity

Request for refunds amounting to six hundred dollars (\$600) or more in any twelve (12) consecutive month period, the request will be treated as the Brand Partner's voluntary termination of his or her Brand Partner Agreement and a refund will be processed as a return of inventory upon termination pursuant to the section below.

## 11.5 – Termination Returns

Unless otherwise specified by law, a Brand Partner has the right to cancel their enrollment and product purchase three (3) days from the date of enrollment and received a full refund. A Brand Partner who terminates his or her business relationship with RUH&W has the right to return for repurchase on commercially reasonable terms currently marketable inventory, including RUH&W produced promotional materials, sales aids and kits, in the possession of the Brand Partner and purchased by the Brand Partner for resale within twelve (12) months of termination. For purposes hereof “reasonable commercial terms” shall mean the repurchase of marketable inventory within twelve (12) months from the Brand Partner’s date of purchase at not less than ninety percent (90%) of the Brand Partner’s original net cost less shipping fees, 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 products commercially reasonable usable or shelf life period has passed; nor shall products be considered “currently marketable” if RUH&W clearly discloses to the Brand Partner prior to purchase that the products are seasonal, discontinued or special promotional products and are not subject to the repurchase obligation. In addition, any product purchased from RUH&W on a month-to-month basis (such as the Virtual Office Pro website subscription) will be deemed used and nonrefundable on the first day after each billing charge that month. RUH&W will not issue a refund nor replace any product previously certified as having been sold under the seventy percent (70%) rule. Refunds will only be issued in accordance with the following procedures:

11.5.1. A written return request shall be submitted, stating the reason for the termination, the reason for the return of product and/or sales materials, and accompanied by the original proof of payment and a copy of the purchase order form or packing slip. Product returned without prior authorization will be returned to the Brand Partner.

11.5.2. RUH&W will provide the Brand Partner with a return authorization number, and will instruct the Brand Partner where to ship the product for inventory verification. Upon receipt and inspection of the return, RUH&W will process the appropriate refund for payment.

11.5.3. The Brand Partner will pay for the cost of return shipping.

11.5.4. All commissions, overrides and bonuses paid to a terminated Brand Partner as a result of any product returned upon termination shall be repaid to RUH&W. RUH&W may deduct such amounts from any commissions or other amounts owed to the Brand Partner. All commissions, overrides, and/or bonuses paid to a Brand Partner’s upline on a returned product shall be deducted or repaid to the upline Brand Partner.

11.5.5. Where any state may require a different buy back policy than RUH&W, that state’s buyback policy will apply. The following only applies to Brand Partners who are residents of the states listed below and are in addition to the refund policy set forth in these P&Ps:

- a) For Georgia Brand Partners, RUH&W 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 Brand Partner from RUH&W. The repurchase shall be at a price not less than ninety percent (90%) of the original net cost to the Brand Partner of the goods being returned. For purposes of this paragraph, “original net cost” means the amount actually paid by the Brand Partner for the goods, less any consideration received by the Brand Partner for purchase of the goods that is attributable to the specific goods 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 RUH&W. Goods which are no longer marketed by RUH&W shall be deemed “resalable or reusable” if the goods are in an unused, commercially resalable condition and are returned to RUH&W within one year from the date RUH&W discontinued marketing the goods; provided, however, the goods which are no longer marketed shall be deemed not “resalable or reusable” if the goods are sold to Brand Partner as non-returnable, discontinued, or seasonal items and the non-returnable, discontinued, or seasonal nature of the goods was clearly disclosed to the Brand Partner seeking to return goods prior to the purchase of the purchase of the goods by the Brand Partner.

- b) For Maryland Brand Partners, RUH&W will repurchase products that are in resalable condition at the price actually paid by the Brand Partner for the products being returned within three months of purchase.
- c) For Massachusetts and Wyoming Brand Partners, RUH&W will repurchase all unencumbered products in a resalable condition then in the possession of the Brand Partner at a price of not less than ninety percent (90%) of the original net cost to the Brand Partner returning such goods taking into account any sales made by or through such Brand Partner prior to notification to RUH&W of the election to cancel; repay ninety percent (90%) of the original net cost of any product provided to Brand Partner; and refund ninety percent (90%) of any other consideration Brand Partner paid to RUH&W in order to participate in the marketing program.
- d) For Louisiana Brand Partners, RUH&W will repurchase all or part of any product that is in a resalable condition at ninety percent (90%) of the original net cost to the Brand Partner; repay ninety percent (90%) of the original net cost of any product provided to Brand Partner; and refund ninety percent (90%) of any other consideration Brand Partner paid to RUH&W in order to participate in the marketing program.
- e) For Montana Brand Partners who cancel their participation in RUH&W within 15 days are entitled to a one hundred percent (100%) refund of any consideration given to participate in RUH&W. Upon the request of a Montana Brand Partner who decides to terminate participation in RUH&W, RUH&W will repurchase, at not less than ninety percent (90%) of the amount paid by the Brand Partner, any currently marketable goods sold to the resident within twelve (12) months of the request that have not been resold or consumed by the resident. If disclosed to the Montana Brand Partner at the time of purchase goods are not considered currently marketable if the goods have been consumed or if the goods are seasonal, discontinued, or special promotional items. Sales plans or promotional materials, sales aids, and sales kits are subject to this refund provision if they are a required purchase for the Brand Partner or if the Brand Partner has received or may receive a financial benefit from their purchase.

## **SECTION 12: COMMISSIONS**

### **12.1 – Eligibility for Commissions**

All Brand Partners must be active and qualified in accordance with the RUH&W Compensation Plan in order to receive any commissions, bonuses and other compensation. Qualification and eligibility requirements are contained in the RUH&W Compensation Plan. RUH&W may change any portion of the RUH&W Compensation Plan, including, without limitation, commission percentages, commission structure, bonuses and/or any other form of compensation at its option and in its sole discretion. For clarity, no personal purchases are required to maintain active status.

Commissions are paid ONLY on the sale of RUH&W products. No Commissions are paid on the purchase of a Brand Partner enrollment or for sponsoring Brand Partners.

## 12.2 – Offset of Commissions

Any commissions or bonuses earned and paid on products returned is the obligation of and shall be repaid to RUH&W by the Brand Partner originally paid such commissions or bonuses. RUH&W has the right to offset such amounts against future commissions and other bonuses paid or owed to the Brand Partner and the Brand Partner's upline who participated in an override.

## 12.3 – Business Reports

A monthly organizational and business summary report ("Report"), including the number of sponsored Brand Partners and Customers, is included at no extra additional cost with the business subscription. Each Brand Partner acknowledges the Report is proprietary and confidential to RUH&W and is transmitted to the Brand Partner in strictest confidence. Brand Partner agrees he or she will not use, copy or distribute the Report other than for the benefit of RUH&W and for the purpose of operating his or her Brand Partner business. Each Brand Partner acknowledges the Report may contain information concerning the Brand Partner, including, but not limited, to his or her name, address, phone number, products and earnings, and by executing the Brand Partner Agreement, consents to the dissemination of such information.

## 12.4 – Commission and Bonus Qualifications

A Brand Partner must be "Active", "Qualified", "Eligible" and in good standing to be eligible for commissions and bonuses. Please refer to the Compensation Plan for details.

As long as a Brand Partner complies with the terms of the Brand Partner Agreement, RUH&W shall pay commissions and bonuses to such Brand Partner in accordance with the Compensation Plan. The minimum amount for which RUH&W will issue a commission payment is twenty-five dollars (\$25). If a Brand Partner's commissions and bonuses for the period do not equal or exceed twenty-five dollars (\$25), RUH&W will accrue the commissions and bonuses until they total twenty-five dollars (\$25). Payment will be issued once twenty-five dollars (\$25) have been accrued.

Notwithstanding the foregoing, all commissions and bonuses owed a Brand Partner regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of a Brand Partner's business.

A Brand Partner's commissions and bonuses constitute the entire consideration for the Brand Partner's efforts in generating sales and all activities related to generating sales (including the building and coaching of a team organization).

RUH&W does not advance cash or any portion of commissions or bonuses relating to cash prizes, cash payouts, trip programs or contests, etc.

A business week refers to the time period beginning at 12:00 A.M. Central Standard Time (CST) Saturday and ending on the following Friday at 11:59 P.M. Central Time (CST). A business month refers to the time period beginning at 12:00 A.M. Central Standard Time (CST) on the first (1st) day of the month and extending until 11:59 P.M. Central Standard Time (CST), on the last calendar day of the month; returned product(s) will have the corresponding month.

## 12.5 – Commission Payout

RUH&W pays commissions from its sister company, R U Payment Solutions LLC via Payquicker. Payquicker offers a secure solution for getting commissions paid on the same day commissions are processed. The

Brand Partner's weekly and monthly commissions will be deposited directly into this FDIC insured account. As a courtesy, the Brand Partner has an option of receiving a Visa debit card linked to her or his account.

#### 12.6 – Weekly Commissions

Leadership bonuses are weekly bonuses paid to Brand Partners at the Executive Brand Partner level or above who meet the minimum qualifications of the level, as set forth on the RUH&W Compensation Plan. Once the new Brand Partner has enrolled the minimum number of Customers within the required time period, the leadership bonuses will be distributed to appropriate eligible upline Brand Partners.

#### 12.7 – Monthly Commissions

Monthly commissions are paid to Brand Partners who are active and qualify within the required time period as set forth in the RUH&W Compensation Plan. These payments will be issued on the Friday following the fifteenth (15th) of each month.

#### 12.8 – Commission Documentation Delivery

All documentation necessary for commission and bonus qualifications must be input, received and in pending or active status by RUH&W by the close of the weekly or monthly commission period, as applicable.

#### 12.9 – Commission Inquiries

Any commission discrepancy must be reported to RUH&W in writing. RUH&W must receive all commission inquiries within ninety (90) days of the commission release date.

#### 12.10 – Reissued Commissions

Brand Partners must submit a request in writing if he or she wants a lost or missing commission reissued, which reissuance may take up to ninety (90) days.

#### 12.11 – Adjustment to Commissions and Bonuses

Brand Partners' receive commissions or bonuses based on the actual sales of products to Customers. When a product is returned to RUH&W for a refund or is repurchased by RUH&W, any of the following may occur at RUH&W's discretion: (i) the commissions, bonuses or points attributable to the returned or repurchased product(s) will be deducted from payments due to the Brand Partner and related upline; (ii) the Brand Partner or upline Brand Partners who earned commissions or bonuses based on the sale of the refunded amounts will see an adjustment in their personal team volume in the next month and all subsequent months until the commission or bonus is completely recovered; or (iii) the commissions or bonuses attributable to the returned or repurchased product(s) may be deducted from any refunds or credits to the Brand Partner who received the commissions or bonuses on the sales of the refunded product(s). Brand Partners who received commissions, bonuses or points on the sales of the refunded product(s) in the month in which the refund is given will see adjustments which will continue every pay period thereafter until the commission or bonus is recovered. Points are one-time deductions.

#### 12.12 – Commissions Payment Delay

RUH&W is not responsible for loss of commissions or delay in payment due to any of the following:

12.12.1. The Brand Partner Agreement is not on file with RUH&W or is incomplete, incorrectly filled out or not executed;

12.12.2. Improper banking information is provided;

12.12.3. Outdated forms are submitted to RUH&W;

12.12.4. There are issues in processing Brand Partner's information; or

12.12.5. The Brand Partner's account has been placed on suspension.

## **SECTION 13: TRANSFER OR SALES**

### **13.1 – Position Sale/Transfer or Assignment of RUH&W Business**

Subject to RUH&W's prior review and written approval, which approval RUH&W may grant or withhold at its sole option and discretion, a Brand Partner may sell or transfer his or her Brand Partner position to an individual or a Business Entity. A "sale" will be defined as a change in which the individual selling the Brand Partner position no longer maintains a financial interest in the Brand Partner position upon completion of the sale. A "transfer" will be defined as a change in name and / or identification number, in a Brand Partner position in which the individual transferring the Brand Partner position still retains a financial interest upon completion of the transfer. The review and approval process will begin when RUH&W has received all of the documentation required in accordance with the requirements set forth in the Sale/Transfer form (available from Brand Partner Services), including a payment for the applicable processing fees from the Brand Partner who is selling or transferring the position.

Any Brand Partner desiring to acquire an interest in another Brand Partner's business shall first terminate his, her or its position and wait six months before becoming eligible for such a purchase. All such transactions shall be fully disclosed to RUH&W and are subject to approval by an authorized officer of RUH&W in advance. Except as expressly set forth herein, a Brand Partner may not sell, assign or otherwise transfer a Brand Partner's entity (or rights thereto) to another Brand Partner or to an individual who has an interest in a Brand Partner entity.

### **13.2 – Inherited Positions**

A Brand Partner's position can be inherited. In order to assign a position, which has been inherited, the estate of the deceased Brand Partner must provide RUH&W with the following:

13.2.1. A certified copy of the death certificate of the deceased Brand Partner;

13.2.2. A copy of the will setting forth provisions affecting ownership of the estate's position with proof of its admission to probate, or a certified copy of a court order determining heirship;

13.2.3. Certified Letters Testamentary setting forth the name of the personal beneficiary of the deceased Brand Partner's estate relating to his or her RUH&W business, dated no more than sixty (60) days from the effective date of the transfer;

13.2.4. A fully completed Sale / Transfer Packet, signed by the deceased Brand Partner's estate and the beneficiary; and

13.2.5. A fully completed Brand Partner Agreement, signed by the beneficiary.

### 13.3 – Transfer upon Incapacitation of a Brand Partner

Should a Brand Partner become incapacitated and unable to work his or her business, and a family member or legal guardian wishes to assume operating control of the Brand Partner's business, RUH&W requires the following medical and legal documentation:

13.3.1. A certified copy of medical documentation outlining the condition of the Brand Partner and his or her inability to effectively manage his or her RUH&W business; and/or

13.3.2. A copy of a living will be setting forth provisions affecting ownership of the Brand Partner position, or a certified copy of a court order determining legal guardian or trustee status; written instructions from the trustee instructing how the proceeds from the business should be paid; and a completed Brand Partner Agreement executed by the trustee.

Once received and reviewed, RUH&W has the sole discretion and right to approve or deny a request for a transfer of ownership of the Brand Partner's business to the designated family member, legal guardian or trustee.

### 13.4 – Circumvention of P&Ps

If it is determined, in RUH&W's sole discretion that a transfer or sale was made in an effort to circumvent compliance with the Agreement, the transfer or sale will be declared null and void.

The position will revert back to the transferring Brand Partner, who will be treated as if the transfer or sale had never occurred from the reversion day forward. If necessary, and in RUH&W's sole discretion, appropriate action, including, without limitation, termination, may be taken against the transferring Brand Partner to ensure compliance with the Agreement.

### 13.5 – Dissolution

In the event that a Business Entity which is a Brand Partner desires to dissolve, RUH&W shall continue to pay commissions according to the status quo as existed prior to the dissolution unless RUH&W receives written notice signed by all equity owners of the Business Entity which authorizes RUH&W to transfer and assign the Brand Partner Agreement and pay commissions in a different manner as a result of the dissolution. No Brand Partner position of a Business Entity will be divided upon dissolution.

## **SECTION 14: CONFIDENTIALITY AGREEMENT**

During the term of the Agreement, RUH&W may provide Brand Partners trade secrets and confidential and proprietary information, including, but not limited to genealogical and downline reports, Customer lists and information, Brand Partner lists and information, business reports, commission or sales reports and such other financial and business information, which RUH&W deems as confidential. All such information (whether in written or electronic form) is proprietary and confidential to RUH&W and is transmitted to Brand Partners in strictest confidence on a "need to know" basis for use solely in Brand Partners' business with RUH&W. To protect the confidential information, Brand Partners must use their best efforts to keep such information confidential and must not disclose any such information to any third party, directly, or indirectly or provide access to any password protected section of the RUH&W website, including providing any password to such section to any other person or entity. Brand Partners must not use the information to compete with RUH&W or its respective affiliates including but not limited to recruiting a RUH&W Brand Partner for any competing activities, or attempting to influence or induce a Brand Partner, or Customer or

employee of RUH&W to cease or alter his or her business relationship with RUH&W or for any purpose other than promoting RUH&W's program and its products. Upon non-renewal or termination of the Agreement for whatever reason, Brand Partners must discontinue the use of such confidential information and promptly return any confidential information in their possession to RUH&W. This requirement applies automatically and is not dependent on demand being made by RUH&W. Each Brand Partner stipulates that if he or she violates the terms of this section, RUH&W will be irreparably harmed and calculation of the full extent of RUH&W's damages will be difficult. Brand Partners therefore stipulates that RUH&W shall be entitled to immediate temporary, preliminary, and permanent injunctive relief against Brand Partner and all those acting in concert with him, her or it prevent and enjoin any violation of this section. This remedy is in addition to any other legal remedies to which RUH&W may be entitled, including disciplinary sanctions under the Brand Partner Agreement and recovery of damages caused by a Brand Partner's breach. The provisions of this section shall survive termination of the Brand Partner Agreement.

## **SECTION 15: CONFLICT OF INTEREST**

During the term of the Brand Partner Agreement, and unless otherwise agreed to by RUH&W in writing, RUH&W Brand Partners are free to participate in other Network Marketing Businesses subject to strict compliance with Section 9.4 and this Section 15. However, during the term of the Brand Partner Agreement, a Brand Partner may not directly or indirectly market, offer or sell products or services that compete with, or are similar to the products or services of RUH&W.

Brand Partners are prohibited from offering RUH&W products or promoting the RUH&W opportunity and/or Compensation Plan in conjunction with any non-RUH&W business, opportunity, product, activity or incentive.

Brand Partners are similarly prohibited from offering or promoting any non-RUH&W products or business opportunities at any RUH&W related meeting, seminar, convention, conference call, RUH&W related website or social media page, and other business functions. During the term of the Brand Partner Agreement, Brand Partners are prohibited from associating their RUH&W business activities with any and other competing or inappropriate activities. For example, Brand Partners whose employment or other non-RUH&W affiliations allow them access to information, such as customer credit card information or social insurance numbers are strictly prohibited from using this information in connection with their RUH&W business. In addition, neither a Brand Partner nor any member of his or her immediate family or any equity owner of a Business Entity may be an employee of RUH&W or a RUH&W preferred vendor or supplier unless expressly authorized in writing by RUH&W.

### **15.1 – Cash or Monetary Incentives**

RUH&W strictly prohibits Brand Partners from offering any cash or financial incentives, promotions, prizes, or bonuses to their downline or upline as a method of influencing recruiting or Customer acquisition. Further, RUH&W prohibits the use of cash or financial incentives, promotions, prizes or bonuses for the purpose of recruiting new Brand Partners.

## **SECTION 16: TERMINATION**

### **16.1 – Voluntary Termination Procedure**

The Brand Partner Agreement may be voluntarily terminated by a Brand Partner at any time for any reason. The Brand Partner terminating the Brand Partner Agreement must submit a signed termination letter to the Compliance department ([compliance@revitalu.com](mailto:compliance@revitalu.com)) Termination of the Brand Partner Agreement will

become effective upon receipt by RUH&W.

If a Brand Partner Agreement has been voluntarily terminated and the Brand Partner chooses to reactivate within six (6) months or less from the termination date, the Brand Partner may reactivate his or her original position under his or her original sponsor. If a Brand Partner Agreement has been voluntarily terminated for a period greater than six (6) months, the Brand Partner may start a new position under a new Sponsor.

## 16.2 – Involuntary Termination of the Agreement

At the sole discretion of RUH&W, the Brand Partner Agreement may be terminated for any breach of the Brand Partner Agreement, including, but not limited to, the following:

16.2.1. Spamming or misrepresenting any aspect of any product being offered to a Customer;

16.2.2. Failing to renew his or her Brand Partner active status as defined in these P&Ps and the Compensation Plan;

16.2.3. Failing to comply with, or any breach or violation of any of the terms or provisions of the Agreement, the P&Ps, the RUH&W Compensation Plan or any published RUH&W procedure, guideline or directive, as solely determined by RUH&W;

16.2.4. Failing to earn a commission(s) for a period of twelve (12) or more consecutive months;

16.2.5. Disparaging RUH&W, its affiliates or suppliers or its Brand Partners;

16.2.6. Cross-recruiting, recruiting or soliciting on behalf of a competitor of RUH&W or engaging in any activity that constitutes a conflict of interest as set forth in these P&Ps;

16.2.7. Misrepresenting RUH&W by making claims contrary to RUH&W literature, P&Ps, instructions or directions; or

16.2.8. Failing to comply with any applicable local, or federal law, regulation or statute.

In the event of an involuntary termination, there will be a pro-rated refund of all amounts paid for any applicable product pack and website purchases. RUH&W may terminate a violating Brand Partner without placing him/her on suspension, in RUH&W's sole discretion. When the decision is made to terminate a Brand Partner, RUH&W will inform the Brand Partner in writing via letter or email at the address or email in the Brand Partner's file that the termination has occurred.

RUH&W expressly reserves the right to terminate the Brand Partner Agreement upon thirty (30) days written notice in the event it elects to cease (i) marketing and distribution of its products or services via direct selling or network marketing channels or (ii) its business operations.

## 16.3 – Appeal

When a decision is made to terminate a Brand Partner, RUH&W will inform the Brand Partner in writing via letter or email that his or her Brand Partner Agreement is subject to termination effective as of the date of the written notification or other specified date. The Brand Partner will have ten (10) days from receipt of the notice to submit an appeal in writing via letter or email to the proposed termination. Appeals should be sent to [compliance@revitalu.com](mailto:compliance@revitalu.com). The failure to respond within ten (10) day period will be

considered acceptance of the termination. If the Brand Partner files a timely appeal, RUH&W will review the termination, consider any other appropriate information and notify the Brand Partner of its decision, which will be made in its sole discretion. Any sanction(s) shall remain in place during the appeals process. The appeal process is final and not subject to further review or appeal. The termination will be effective as of the date stated in the original termination notice.

#### 16.4 – Suspension

A Brand Partner may be suspended for violating the terms of the Brand Partner Agreement, which includes the P&Ps, the Compensation Plan and other documents produced by RUH&W. When a decision is made to suspend a Brand Partner, RUH&W will inform the Brand Partner in writing via letter or email that the suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension, if any. The suspension notice will be sent to the Brand Partner's address or email on file with RUH&W pursuant to the notice provisions contained in these P&Ps. Such suspension may or may not lead to termination of a Brand Partner's position as so determined by RUH&W in its sole discretion. If the Brand Partner submits an appeal in writing (letter or email) within fifteen (15) days from the date of the suspension notice, RUH&W will review and consider the suspension and notify the Brand Partner in writing of its decision within thirty (30) days from the date of the suspension notice.

The decision of RUH&W will be final and not subject to further review or further appeal. RUH&W may take certain actions during the suspension period, including, but not limited to, the following:

16.4.1. Prohibiting the Brand Partner from holding Brand Partner meetings or events as a Brand Partner of RUH&W or using any of RUH&W's proprietary marks and/or materials;

16.4.2. Prohibiting the Brand Partner from purchasing products from RUH&W;

16.4.3. Prohibiting the Brand Partner from sponsoring new Brand Partners, contacting current Brand Partners or attending meetings of Brand Partners;

16.4.4. Prohibiting the Brand Partner from earning commissions or bonuses; and/or

16.4.5. Prohibiting the Brand Partner from participating in any RUH&W-sponsored events or incentive trips.

If RUH&W, in its sole discretion, determines that the violation that caused the suspension is continuing, has not been satisfactorily resolved, or a new violation involving the suspended Brand Partner has occurred, the suspended Brand Partner may be terminated.

#### 16.5 – Effect of Nonrenewal or Termination

16.5.1. Upon expiration, nonrenewal or termination of the Brand Partner Agreement, the Brand Partner:

16.5.2. Will lose all rights to his or her position in the RUH&W Compensation Plan, including all future commissions, bonuses and other payments as of the effective date of expiration or termination;

16.5.3. Will lose all rights to purchase or sell RUH&W products;

16.5.4. Must remove and permanently discontinue the use of the trademarks, service marks, trade names

and any signs, labels, stationery or advertising referring to or relating to RUH&W or its affiliates' products, plans or programs;

16.5.5. Must cease representing himself or herself as a Brand Partner of RUH&W; and

16.5.6. Must take all action reasonably required by RUH&W relating to protection of its confidential information and intellectual property.

#### 16.6 – Notification of Upline

RUH&W's compliance department may contact the upline of a Brand Partner under investigation to inform him or her of the investigation. The compliance department may advise of corrective or follow up action from the upline Brand Partner or his or her downline and may require evidence that he or she has addressed the issue as requested.

#### 16.7 – Reapplication

The acceptance of any reapplication of an involuntary terminated Brand Partner or the application of any family member of an involuntary terminated Brand Partner shall be in the sole discretion of RUH&W and may be denied.

#### 16.8 – Reporting Policy Violations

In the event that a Brand Partner becomes aware of a violation of the RUH&W P&Ps by another Brand Partner, he or she can confidentially notify RUH&W of the violation by contact the compliance department at [compliance@revitalu.com](mailto:compliance@revitalu.com).

#### 16.9 – Offset

RUH&W has the right to offset any amounts owed by a Brand Partner to RUH&W, including, without limitation, any indemnity obligation incurred hereunder, from commissions or other payments due to the Brand Partner.

### **SECTION 17: INTELLECTUAL PROPERTY AND ADVERTISING POLICIES**

#### 17.1 – Intellectual Property

RUH&W's name, trademarks, service marks and copyrighted materials are owned by RUH&W or its affiliates and subsidiaries (collectively, the "Intellectual Property"). The use of the Intellectual Property by Brand Partners must be approved in writing by RUH&W prior to use and must be in strict compliance with these P&Ps. Brand Partners are not permitted to use Intellectual Property in their business name, as a domain name or email address, on or in connection with any social or business networking site or in any other electronic media or transmission without RUH&W's prior written consent, which can be withheld in its sole discretion. Any right to use the Intellectual Property by a Brand Partner is non-exclusive. Any and all goodwill associated with the Intellectual Property (including goodwill arising from the Brand Partner's use) inures directly and exclusively to the benefit of RUH&W and/or its affiliates (as applicable) and is the property of RUH&W and/or its affiliates (as applicable). On expiration or termination of the Brand Partner Agreement, no monetary amount shall be attributable to any goodwill associated with any Brand Partner's use of the Intellectual Property.

## 17.2 – Advertising and Promotional Materials

RUH&W has developed a success system based on proven experience and knowledge. As such, RUH&W has already created marketing materials and activities to fully support the RUH&W business. No other marketing material or activities are necessary to become successful as a RUH&W Brand Partner. Only the promotional and advertising materials produced by RUH&W may be used to advertise or promote RUH&W business, whether written, recorded or online. Advertising and marketing materials are defined as any printed, broadcast or online communications including, but not limited to, advertisements, brochures, videos, flyers, banners, presentation materials, apparel, signage, internet, websites, video blogs, etc. RUH&W promotional and advertising materials may not be duplicated or reprinted without the prior written permission of RUH&W.

## 17.3 – Advertising Prohibited for Customers Sales

Advertising to gather Customers or to solicit is strictly prohibited. Brand Partners may not create any advertisements (fliers, handouts, emails or materials) that even appear to solicit Customers or advertise prices or offers for product sales. Brand Partners are only permitted to advertise the RUH&W opportunity to potential future Brand Partners as set forth in these P&Ps.

## 17.4 – Development of Marketing Materials

RUH&W strictly prohibits Brand Partner-created marketing materials.

## 17.5 – Guidelines for Permitted Advertising Materials

All advertising materials (i.e. print, flyers, etc.) used by Brand Partners for marketing purposes hereunder can be found online in the Virtual Office. These are the ONLY advertising materials that Brand Partners are permitted to use. Any deviation from or changes to these materials is strictly prohibited. Brand Partners are not permitted to create their own customized advertising materials. Doing so, will be considered a breach of the Agreement.

## 17.6 – Internet Advertising and Sale Policy for Brand Partners

RUH&W prohibits the use of any unapproved online advertising to promote the RUH&W opportunity, any products, any online video, any RUH&W web site address or subdomain of a RUH&W website address except as expressly set forth herein. Other than through personal RUH&W Websites (as defined below), Brand Partners are prohibited from using Internet sponsored links to take orders or leads for the RUH&W opportunity. Brand Partners may not promote or sell RUH&W business opportunity, or RUH&W products on eBay, Facebook, Amazon, Craig's List or any other business or social networking Internet site.

Brand Partners are welcome to use the term Brand Partner for RUH&W in the name/description of various social media sites for their business. It is prohibited to use the word "official" which could imply the site belonged to the corporate entity. It is prohibited to use any permutation of the RUH&W name for any sites like Twitter or others.

In the event of a voluntary or involuntary termination as a RUH&W Brand Partner, the Brand Partner is required to remove all references to RUH&W from social networking profiles within 10 days. If RUH&W discovers any non-compliant profiles and/or websites, they will be required to remove the material immediately. Infractions of any social media guideline may result in disciplinary actions up to and including termination of the Brand Partner position.

## 17.7 – RUH&W Business Sites

revitalU.com, revitalU.co.uk are personalized RUH&W business websites and online stores (the “RUH&W Websites”) that allow Brand Partners to market RUH&W products on the Internet. Brand Partners may enroll both new Customers and new RUH&W Brand Partners over their RUH&W Websites. RUH&W wholly owns all RUH&W Website addresses, sub-domains and domain extensions of RUH&W Websites addresses. RUH&W Brand Partners are eligible to subscribe to the RUH&W Websites subscription for a monthly recurring fee. RUH&W bills 30 days in advance for the monthly subscription.

Brand Partners may register for all RUH&W Websites from the RUH&W corporate website at [www.revitalU.com](http://www.revitalU.com). If a Brand Partner wishes to cancel his or her Virtual Office subscription, he or she may do so (i) by calling Brand Partner Services at 833-467-3848; (ii) by submitting a ticket request through the Support portal in their Virtual Office; or (iii) by emailing Brand Partner Services at [support@revitalu.com](mailto:support@revitalu.com). RUH&W does not provide for partial-month refunds. A RUH&W Website subscription may be suspended or terminated after three unsuccessful attempts at billing. If a Brand Partner Agreement is not renewed or is terminated or suspended, the Brand Partner’s RUH&W Website subscription will be automatically suspended or terminated. Additional policies about the use of RUH&W Websites are specified in the Brand Partner Website Terms of Use Policy that subscribing Brand Partners must agree to during the registration process.

## 17.8 – Registration with Internet Search Engines

RUH&W allows Brand Partners to place approved advertising, such as sponsored links through search engines, on the Internet to promote the RUH&W opportunity. However, Brand Partners may not use any AdWords, other SEO tactics, or sponsored links that contain any RUH&W Intellectual Property and must strictly adhere to these P&Ps. Brand Partners may register their RUH&W Website with Internet search engines. These searches may be linked only to the Brand Partner’s RUH&W Websites. Brand Partners may not use any term that is a trademark, service mark, copyright or that violates any other proprietary right held by another to register their RUH&W Websites in a search engine. Brand Partners must agree to rules and regulations as applied by individual search engines. RUH&W is not affiliated in any way to any search engine with which a Brand Partner may be registered.

## 17.9 – Linking to RUH&W Corporate Site

Brand Partners are granted a limited, non-exclusive right to create a hypertext link to the web site found at <http://www.revitalu.com>, provided such link does not portray RUH&W or its affiliates or any of their respective products in a false, misleading, derogatory or otherwise defamatory manner. A Brand Partner cannot create an impression that any subdomain on <http://www.revitalu.com> is part of his or her own or other non-RUH&W maintained site. This limited right may be revoked at any time.

Google AdWords, Frames, framing techniques or other SEO methods; cannot be used to enclose any RUH&W Intellectual Property, or proprietary information, including the images found at RUH&W corporate web site and the content of any text of the layout or design of any page or form contained on a page, without RUH&W’s express written consent.

## 17.10 – Spamming and Other Prohibited Activities

Brand Partners are strictly prohibited from utilizing unsolicited bulk email distributions or broadcasts (spamming) or any other email distributions that may be illegal under applicable federal or local laws, rules or regulations, to market or sell products or to solicit Customers or new Brand Partners. Brand

Partners shall not make offers or solicitations in the guise of research, surveys or informal communication. Brand Partners 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, federal or international law or regulation.

Furthermore, Brand Partners are strictly prohibited from promoting, marketing or selling RUH&W products in a retail environment unless permission is granted in writing by RUH&W corporate.

#### 17.11 – Customer Acquisitions and Brand Partner Recruiting

RUH&W is a network marketing company that is focused primarily on relationship, or “warm marketing,” techniques. Brand Partners may not engage in advertising or any “cold marketing” techniques when soliciting Customers. Cold marketing is defined as any promotional activity that is geared toward acquiring Customers on a random basis who have no personal, business, social or acquaintance relationship with

the Brand Partner. Examples of cold marketing include, but are not limited to, mass advertising, purchased leads, trade shows, door-to-door selling, telemarketing, flyer distribution, auto dialer usage and etc. Although cold marketing techniques are not prohibited for soliciting new Brand Partners, they can be costly and ineffective and are discouraged. Booths of any kind are not allowed for the purpose of gathering Brand Partners or Customers.

#### 17.12 – Media Interactions

All TV, radio and print media relations efforts are to be handled solely by RUH&W or its affiliates' public relations department. Brand Partners are prohibited from initiating contact, issuing statements, making appearances or conducting interviews with the media in which RUH&W and/or its affiliates are discussed. If a member of the media contacts a Brand Partner to discuss any aspect of RUH&W, the Brand Partner should direct that person, without comment or discussion, to contact RUH&W's public relations department.

#### 17.13 – Other Media Advertising

RUH&W strictly prohibits all Brand Partners (regardless of status or position) from creating, utilizing or participating in any television and radio broadcasts (live or taped), advertisements, webcasts, video blogs or any other mass multi-media forum, for the purpose of discussing any aspect of RUH&W whatsoever. These forms of advertising may also violate applicable regulatory rules. False or misleading advertising, whether intentional or accidental, can incur heavy fines from regulators, which more than offset any financial gain these forms of advertising are likely to generate.

#### 17.14 – Yellow Pages

Use of RUH&W's name in Yellow Pages telephone number listings is strictly prohibited. A Brand Partner is not permitted to use RUH&W's name in advertising in the White or Yellow pages of the Telephone book. A Brand Partner is not permitted to list his or her telephone number under the RUH&W trade name without first obtaining prior written approval from RUH&W. If approval is granted for a listing, it shall be stated in the following manner:

Jones, Mary

Independent Brand Partner R U

Health & Wellness LLC

#### 17.15 – Imprinted Checks

A Brand Partner is not permitted to use the RUH&W Trade name or any of its Intellectual Property on their business or personal checking accounts: however, the Brand Partner may imprint business checks as being an Independent Brand Partner of RUH&W.

#### 17.16 – Imprinted Business Cards or Letterheads

A Brand Partner is not permitted to "create" their own stationary, business cards or letterhead graphics if RUH&W's trade name and Intellectual Property are used. Only approved RUH&W graphics and wording

are permitted and letterhead shall be ordered either from RUH&W directly or from RUH&W approved vendor.

#### 17.17 – Translations Prohibited

RUH&W strictly prohibits Brand Partners from translating any and all RUH&W related materials from English into other languages.

#### 17.18 – Right to Use Likeness

By executing the Agreement, each Brand Partner grants to RUH&W and its affiliates and agents the absolute, perpetual and worldwide right and license to use, to record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, his or her name, photograph, likeness, voice testimony, biographical information, image and other information related to Brand Partner's business with RUH&W (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio or television broadcasts (including cable and satellite transmissions) audio and videotapes on the Internet or in media ("Publicity Materials") for an unlimited number of times, without compensation, in perpetuity. Each Brand Partner waives any right to inspect or approve any Publicity Materials, including or accompanying his or her Likeness. Each Brand Partner further releases RUH&W from any liability or obligation that may arise as a result of the use of his or her Likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander). A Brand Partner may withdraw his or her authorization of any use of his or her Likeness that has not been publicized by providing written notice to RUH&W. Brand Partners agree that any information given by Brand Partner, including his or her testimonial, is true and accurate.

### **SECTION 18: LEGAL**

#### 18.1 – Compliance

These P&Ps are guidelines for RUH&W and all Brand Partners and serve to protect the rights of both parties. Execution of the Brand Partner Agreement is evidence of the Brand Partner's acceptance and agreement to comply with these P&Ps.

#### 18.2 – Dispute Resolution

If a dispute between or among RUH&W and any Brand Partner(s) arises out of or is related to these P&Ps, the provision of products by RUH&W or any agreement between RUH&W and a Brand Partner (including without limitation, (i) any payment to a Brand Partner pursuant to the RUH&W's Compensation Plan, or (ii) the relationships which result from such agreement), the parties to the dispute will meet and negotiate in good faith to attempt to resolve the dispute. If, after at least thirty (30) calendar days following the date, one party has sent written notice of the dispute to the other party, the dispute is not resolved, and if any party wishes to pursue the dispute, it will be submitted to arbitration as set forth below. In no event may arbitration be initiated more than one year following the sending of written notice of the dispute.

#### 18.3 – Arbitration

18.3.1. Brand Partners agree that, except as set forth herein any claim, dispute or other difference between Brand Partners and RUH&W or among Brand Partners and RUH&W will be exclusively resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association (the "Rules") and the United States Arbitration Act, 9 U. S. C. Sections 1-16 (the "Act"), with arbitration to occur at Plano, Texas. This paragraph will control over any conflict between this paragraph

and the Act or the Rules. The parties agree that the arbitrator will have the primary power to decide any question about the arbitrability of any claim, dispute or other difference between them. The arbitrator may award, in addition to declaratory relief, preliminary and permanent injunctive relief and actual damages. The arbitrator will not have the authority to award attorneys' fees, costs, or economic, consequential, punitive, exemplary or incidental damages. Each party will bear the expense of its own attorney's fees. The decision of the arbitrator may be enforced in any court of competent jurisdiction.

18.3.2. Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Intellectual Property or proprietary or confidential information of RUH&W without RUH&W's prior written consent. RUH&W may seek any applicable remedy in any applicable forum with respect to these disputes.

18.3.3. Nothing in this rule shall prevent RUH&W from terminating the Brand Partner Agreement or from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect RUH&W's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding. interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding.

18.3.4. Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Agreement, the P&Ps or the RUH&W Compensation Plan.

18.3.5. Any modification of this arbitration provision shall not apply retroactively to any dispute which arose or which RUH&W had notice before the date of modification.

#### 18.4 – Class Action

As part of the consideration exchanged for the opportunity of being a Brand Partner, all parties expressly waive and disclaim any right to bring any claim other than on an individual basis including in any and all forums as a class action. No party may serve as a class Brand Partner or a member of a class in litigation adverse to another Brand Partner, RUH&W or any of their affiliates. Compensation Plan or the Agreement.

#### 18.5 – Indemnity

Each Brand Partner agrees to indemnify and hold RUH&W and its affiliates, and their respective officers, directors, shareholders and employees (the "Indemnified Parties"), jointly and severally, harmless from and against any and all alleged claims, damages, expenses, fines or penalties, including any lawyers' fees, arising out of his or her (i) activities as a Brand Partner including, without limitation, any unauthorized representations, prohibited conduct at RUH&W events; (ii) breach of the terms of these P&Ps, the RUH&W Compensation Plan or the Agreement; or (iii) violation of or failure to comply with any applicable federal, provincial, territorial or local law or regulation.

#### 18.6 – Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RUH&W AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER BRAND PARTNERS SHALL NOT BE LIABLE FOR, AND EACH BRAND PARTNER HEREBY RELEASES THE FOREGOING FROM, AND WAIVES ANY CLAIM FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF

BUSINESS, LOSS OF PROFITS OR LITIGATION) WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO RUH&W'S OR ANY AFFILIATES' PERFORMANCE, NON-PERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP, USE OR MISUSE OF ITS PRODUCTS OR OTHER MATTERS BETWEEN ANY BRAND PARTNER AND RUH&W, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 18.7 – Amendments

RUH&W reserves the right to amend its P&Ps, the terms of the Brand Partner Agreement, the RUH&W Compensation Plan, company materials, program and prices for product, from time to time, in its sole discretion, which modifications shall become a binding part of this Agreement. Such amendments shall be published on the RUH&W corporate website or by other means determined by RUH&W and shall become effective thirty (30) days after publication. A Brand Partner's continued acceptance of commissions or bonuses shall constitute his or her acceptance of any and all amendments. It is the responsibility of each RUH&W Brand Partner to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of the Agreement. The most current version of the Agreement is available online through the Brand Partner Virtual Office /Replicated Website. Any amendment to the Agreement shall only apply prospectively, not retrospectively.

#### 18.8 – Severability

Any provision of the Agreement that is judicially invalidated or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of such invalidation or unenforceability in that jurisdiction, and only within that jurisdiction. In the event any provision of the Agreement is deemed invalid or unenforceable in any particular proceeding, such provision shall be reformed to effectuate its original intent and purpose to the fullest extent possible. The remaining provisions of the Agreement, the P&Ps or the RUH&W Compensation Plan, as the case may be, shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from the Brand Partner Agreement, the P&Ps or the RUH&W Compensation Plan, as applicable.

#### 18.9 – Force Majeure

RUH&W shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as acts of terrorism, natural disasters, strikes, labor difficulties, fire, war, acts or omissions of third parties, disruptions in communication systems, government decrees or orders or curtailment of a party's usual source of supply.

#### 18.10 – Waiver

No failure or delay of RUH&W to exercise any power or right under this Agreement or to insist upon strict compliance by a Brand Partner with any obligation or provision shall constitute a waiver of the RUH&W's right to demand exact compliance therewith. Waiver by RUH&W can be effective only in writing by an authorized officer of the RUH&W. The waiver by RUH&W of any provision or breach of any provision of this Agreement must be in writing and a specific written waiver shall not constitute a continuing waiver of any subsequent breach of the same or a different provision or for the same or different Brand Partner. The existence of any claim or cause of action of a Brand Partner against RUH&W shall not constitute a defense to RUH&W's enforcement of any term or provision of the Agreement.

#### 18.11 – Recordkeeping

RUH&W encourages Brand Partners to keep complete and accurate records of all their business dealings.

#### 18.12 – Governing Law

The Brand Partner Agreement and these P&Ps shall be governed by the laws of the State of Texas and the jurisdiction of all claims arising hereunder shall be in the County of Dallas, the State of Texas.

#### 18.13 – Independent Relationship

Certain suppliers, partners, and other vendors of RUH&W products and services are independent from RUH&W. RUH&W has no control over third parties. RUH&W is not responsible for any delays or rejections for Customer enrollments or product or service fulfillment, including the consequences of such delays or the effect on potential bonuses and commissions. In addition, RUH&W is not responsible for any delays or changes to products or programs due to state and federal regulatory or policy changes, including the effect on potential bonuses and commissions.

#### 18.14 – Third Party Services

RUH&W, from time to time, may provide information regarding services available to Brand Partners provided by unaffiliated third parties with respect to commission processing, debit and credit cards, banking and merchant accounts and other transactions. In no event shall RUH&W be liable for the failure of Brand Partners to obtain or qualify for such services, the use or misuse of information provided by Brand Partners to such third party or the suspension or termination of such services or the withholding of funds by such third party.