

Vita 180™
Individual Arbitration Agreement & Dispute Resolution Policy

Read this first: Most disputes must be resolved by **binding arbitration, not in court**. This means **no judge or jury** for most disputes. Claims must be brought **only on an individual basis** (no class, collective, mass, or representative actions), unless everyone agrees in writing. You may opt out within **30 days** (see “Opt-Out”).

- 1. What this policy is.** This policy is part of the contract between Vita 180 LLC (“Vita 180”) and each Ambassador, along with the Ambassador Application & Agreement, Policies & Procedures, any Business Entity Addendum (if applicable), and the Compensation Plan. This policy continues to apply even after the contract ends.
- 2. Agreement to arbitrate (and what disputes are covered).** Except as stated below, any dispute, claim, or controversy between you and Vita 180 (and/or any Related Parties) that relates to: the Agreement or its breach, the sale, purchase, or use of Vita 180 products or services, or the parties’ business relationship, must be resolved by **binding arbitration**.
- 3. No class or group cases.** To the fullest extent allowed by law, each side may bring claims **only for itself** and **only as an individual**. No class, collective, consolidated, mass, or representative proceedings are allowed in arbitration, and the arbitrator may not combine more than one person’s claims—unless all parties to the arbitration agree in writing. If a court holds this “no group cases” rule unenforceable for a particular dispute, then only the group portion will be handled in court (not arbitration) in the courts located in **Sarasota County, Florida** (subject to any non-waivable law requiring a different location). Any remaining individual claims will still be arbitrated. If representative claims cannot legally be waived, they will be paused while the individual arbitration proceeds. If the pause is lifted, only the representative portion will be litigated in the same courts listed above (subject to non-waivable law), and any individual claims will remain in arbitration.
- 4. Where arbitration happens; rules that apply.** Arbitration will be administered by **JAMS** under its rules (available at jamsadr.com), as modified by this policy if there is a conflict. The **seat (legal place) of arbitration** is **Sarasota County, State of Florida**. Hearings may be held by video, phone, or in person in **Sarasota County, State of Florida**, or another location the arbitrator selects for good cause, without changing the seat. If the law where you live has a non-waivable rule requiring hearings in a different place, the hearing location will be adjusted only as required. Where allowed, remote hearings satisfy that requirement without changing the seat. You may request a copy of the JAMS rules by emailing the Vita 180 Compliance Department at info@vita180.com.
- 5. The arbitrator decides “is this arbitrable?”** The **Federal Arbitration Act (FAA)** governs this arbitration agreement. The **arbitrator (not a court)** will decide any dispute about whether a claim must be arbitrated, including challenges to the existence, scope, validity, enforceability, or formation of this arbitration agreement (except that a court may decide its own jurisdiction to issue temporary restraining orders or temporary/preliminary injunctions as described below). The arbitrator has no authority to decide class arbitration.
- 6. Basic arbitration procedures.** The arbitration will be conducted in **English** (with translators if needed). The arbitrator may use the **Federal Rules of Evidence** as guidance. The arbitrator may

allow limited early motions similar to **Rule 12** and/or **Rule 56** motions. Each side will have **equal time** to present its case, including cross-examination. The parties will use commercially reasonable efforts to complete arbitration within **180 days** after the arbitrator is appointed. The final hearing is expected to last no more than **five business days**, unless extended for good cause. There will be **one arbitrator**, selected under JAMS selection procedures. Discovery will be managed to keep arbitration efficient and cost-effective, and will not exceed what would be available under the Federal Rules of Civil Procedure. The arbitrator's decision is final and binding and may be entered as a court judgment where allowed.

7. **Confidentiality.** To the fullest extent allowed by law, the parties will treat the arbitration, filings, and award as confidential and will take reasonable steps to protect trade secrets and Confidential Information (as defined in the Policies & Procedures). This does not prevent disclosures required by law, regulation, or court order, or disclosures to attorneys, accountants, auditors, insurers, or regulators who are expected to keep the information confidential where practicable.
8. **Mass filings (25+ similar demands).** If 25 or more substantially similar arbitration demands are filed against Vita 180 and/or Related Parties within 90 days by the same or coordinated law firms, the parties will use a bellwether and batching process administered by JAMS: JAMS administers the process under this policy and its rules (as modified here). The parties meet and confer within 30 days to confirm scope and propose a case plan. Unless the parties agree otherwise, JAMS randomly selects **10 bellwether** cases to proceed first as individual arbitrations. After bellwether awards, the parties participate in JAMS mediation within 60 days (unless they agree otherwise). If not resolved, remaining cases proceed in **batches of 15** individual demands (unless the parties agree otherwise), with one arbitrator managing the batch and issuing an individual award for each case. Fees are staged so only bellwethers and the first batch are active at the outset; other demands wait in a queue until activated (with limited good-cause exceptions). Time limits are tolled for queued demands from submission (or service, if earlier) until activation. Nothing in this section allows class or representative arbitration. Each case remains individual. If any part of this section is unenforceable, the rest remains in effect to the fullest extent allowed by law.
9. **Costs and attorneys' fees.** Unless local law requires Vita 180 to pay more, you will pay JAMS filing/administration/arbitrator fees **only up to** the amount you would pay to file a civil case in your county of residence (or **\$500**, whichever is less). Vita 180 will pay the rest. The arbitrator may shift fees back to you only if non-waivable law allows it and the arbitrator expressly finds your claim or defense was frivolous, brought in bad faith, or the equivalent under that law. Each side pays its own attorneys' fees and costs, unless applicable law requires a fee award.
10. **Limited court actions (temporary relief and enforcement).** Except as stated here, neither side may litigate a dispute in court before arbitration. A party may go to court only to: enforce an arbitration award, or seek a temporary restraining order or temporary/preliminary injunction to preserve the status quo while arbitration is pending. The merits of the dispute (including any request for permanent injunctive relief) will be decided in arbitration. Seeking temporary relief does not waive arbitration. Temporary relief and award enforcement may be sought in the state or federal courts located in **Sarasota County, Florida**, or any court with personal jurisdiction over the Ambassador for those limited purposes.

11. **Small claims option.** If a claim is within the small claims court limit where you live, it may be brought in small claims court instead of arbitration. If filed in small claims court, it must remain there and must proceed only on an individual (non-class, non-representative) basis.
12. **Governing law; court venue for non-arbitrable matters.** If a matter is not subject to arbitration, it must be brought exclusively in the state or federal courts located in **Sarasota County, State of Florida**, unless a court finds that venue rule unenforceable as applied to a particular Ambassador. In that case, venue may be in any court with jurisdiction over that Ambassador, but only for the limited purpose of confirming, vacating, or modifying an award or enforcing this policy. Except as stated for Louisiana below, the Agreement is governed by the laws of the State of **Florida**, and the **FAA** governs the arbitration provisions.
13. **Louisiana residents.** For Ambassadors residing in Louisiana, Louisiana law governs the Agreement, and the **FAA** still governs the arbitration provisions.
14. **Opt-Out (30 days).** You may opt out of (a) the arbitration requirement and (b) the no-class/no-group waiver by emailing written notice to the Vita 180 Compliance Department at info@vita180.com within **30 days** after you first accept the Agreement or this policy (whichever occurs first). Your opt-out email must include: your full name, Ambassador ID (or other account identifier), current mailing address, email address, telephone number, and a clear statement that you are opting out of arbitration and the class/collective/mass/representative action waiver. If you opt out on time, you and Vita 180 will not be required to arbitrate disputes and the no-group waiver will not apply to you. All other terms of the Agreement remain in effect.
15. **Wrongful termination damages (liquidated damages).** If your Ambassador Agreement is terminated by the Company and the termination is proven wrongful, your only remedy is liquidated damages based on your gross compensation under the Compensation Plan:
 - a. If you earned up to \$10,000 in the 12 months before termination: your gross compensation from the prior 12 months.
 - b. If you earned \$10,000.01–\$20,000 in the 12 months before termination: your gross compensation from the prior 24 months.
 - c. If you earned more than \$20,000 in the 12 months before termination: your gross compensation from the prior 36 months.

You and Vita 180 agree that in the event of a wrongful termination the damages will be extremely difficult to determine at the time of contracting and that these liquidated damages are a reasonable forecast of the anticipated harm that would result from a wrongful termination and are not intended as a penalty.

If this liquidated damages section is held unenforceable, recoverable damages for wrongful termination are limited to proven direct damages, subject to the Damage Waiver and any other applicable limits—except that nothing here waives remedies that cannot be waived under applicable law.

16. **Damage waiver.** To the fullest extent allowed by law, the parties waive consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, and lost profits or revenues, arising

out of or relating to the Agreement, regardless of the legal theory. This does not waive remedies that cannot be waived under applicable law, and it does not limit the right to recover liquidated damages stated in this policy.

17. **Changes to this arbitration policy.** Any change to this arbitration policy takes effect only if you expressly agree by following the instructions provided with the proposed change. If you do not agree within 30 days after notice, Vita 180 may terminate your Agreement. Changes apply only to disputes brought on or after the effective date of the change, and do not apply to disputes already filed or served before that date.
18. **Related Parties.** This policy also applies to disputes involving Vita 180's and the Ambassador's affiliates, owners, members, managers, directors, and employees ("Related Parties"). Related Parties may enforce this policy, but this does not make them responsible for your dealings with Vita 180 or waive any defenses they may have.
19. **Severability.** If any part of this policy is invalid or unenforceable, that part will be removed or narrowed only as needed to make it enforceable, and the rest will remain in effect.