

Vita 180™ Policies & Procedures

1. The Agreement. These Policies & Procedures govern the relationship between you, as a Vita 180 Independent Ambassador, and Vita 180 LLC (hereafter “Vita 180” or the “Company”). These Policies & Procedures, together with the Independent Ambassador Application and Agreement, the Vita 180 Individual Arbitration Agreement and Dispute Resolution Policy, the Vita 180 Compensation Plan, and the Vita 180 Business Entity Addendum (the Business Entity Addendum is only applicable to Ambassadors who enroll as a Business Entity) make up the Agreement between you and Vita 180. Therefore, as used in this document, the term “Agreement” collectively refers to a) the Independent Ambassador Application and Agreement; b) these Policies & Procedures; c) the Vita 180 Individual Arbitration Agreement and Dispute Resolution Policy; d) the Vita 180 Compensation Plan; and e) the Vita 180 Business Entity Addendum, all in their current form and as may be amended in the future as provided herein and in the Vita 180 Individual Arbitration Agreement and Dispute Resolution Policy. Independent Ambassadors shall be referred to herein as “Ambassadors.” Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. **The Agreement is a contract, so you should be certain you understand each provision before you execute the Agreement. You may wish to retain counsel to assist you if you wish.**

Important Notice Regarding Dispute Resolution and Arbitration. When enrolling as an Ambassador, Ambassadors agree (with limited exceptions) to resolve any dispute between the Ambassador and the Vita 180 through binding, individual arbitration rather than in court. Please carefully review the Vita 180 Individual Arbitration Agreement and Dispute Resolution Policy for details regarding arbitration. See also Sections 69 and 70 below.

2. Definitions. As used in the Agreement, the following terms are defined as follows:

- **Affiliated Party.** An individual or Business Entity that has an ownership interest in, or formal or informal management responsibility for, a Business Entity.
- **Agreement.** The contract between Vita 180 and Ambassadors. It is comprised of: 1) the Ambassador Application & Agreement; 2) these Policies & Procedures; 3) the Individual Arbitration Agreement & Dispute Resolution Policy; 4) The Business Entity Addendum (applicable only to Ambassadors that operate as a Business Entity; and 5) the Vita 180 Compensation Plan, each in their current forms and as modified in the future. The most current version of each of these documents is available in your Ambassador Back-Office.
- **Ambassador.** An independent, non-employee participant authorized by the Company to purchase, promote, and resell the Company’s products and services to customers and Preferred Customers and to earn commissions and bonuses based on their own sales and also on the sales of their downline organization. Individuals and Business Entities may participate in the Vita 180 opportunity as Ambassadors.
- **Autoship.** An optional program that customers and Ambassadors may participate in to receive a recurring shipment of Vita 180 products. Customers who participate in Autoship are referred to as “Preferred Customers”. See the definition of “Preferred Customer” below.

- **Bonus Buying.** The purchase of merchandise for any reason other than bona fide resale or use, or any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions or bonuses that are not driven by *bona fide* product purchases by end user consumers for actual use.
- **Business Entity.** A corporation, partnership, limited liability company, trust or other entity that enrolls as an Ambassador and owns, operates or controls an independent Vita 180 business.
- **Confidential Information.** The identities, contact information, and/or sales information relating to Ambassadors and/or customers: (a) that is contained in or derived from any Ambassador's Ambassador Back-Office; (b) that is contained in or derived from any reports issued by Vita 180 to Ambassadors; and/or (c) to which an Ambassador would not have access or would not have acquired but for his/her affiliation with Vita 180. Confidential Information constitutes proprietary business trade secrets belonging exclusively to Vita 180 and is provided to Ambassadors in strict confidence.
- **Currently Marketable Condition.** Vita 180 products or Sales Tools returned to the Company are in Currently Marketable Condition if they are unopened, unused, and packaging and labeling has not been altered or damaged. Products and/or Sales Tools that are clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, or which are outdated or have passed their commercially reasonable usable or shelf-life, are not in Currently Marketable Condition.
- **Customer/customer.** Collectively, refers to Preferred Customers and Retail Customers. See the definitions of Preferred Customer and Retail Customer below.
- **Direct Selling.** A business model that utilizes a multilevel compensation formula to compensate its sales force and in which members of the sales force may recruit others to serve as independent contractor salespersons or consumers for the business. Direct Selling is often referred to by the public as "Network Marketing", "Multilevel Marketing", "Party Plan Marketing", and "Social Selling".
- **Enroller.** The Ambassador who recruits and assists a new Ambassador in enrolling and becoming an Ambassador. The Enroller is also the Ambassador under whom a new Ambassador is located in the genealogy.
- **Good Standing.** An Ambassador that: (1) is current on all payments and fees owed Vita 180; and (2) has not been under disciplinary investigation, probation, or sanction for the immediately preceding 12 consecutive months.
- **Personal Information.** Information that can be used to identify, locate, or contact an individual, alone or when combined with other personal or identifying information, as well as the financial information of such individual. Examples of Personal Information include, but are not limited to, an individual's name, home or other physical address, email address, telephone number, Social Security Number or other tax identification number, passport number, driver's license number, bank account number, credit card or debit card number, and personal characteristics including photographic image, fingerprints, handwriting, or other unique biometric data.
- **Preferred Customer.** A non-Ambassador retail purchaser who registers with the Company to buy Company's products and services on a recurring basis (Autoship), but who does not participate in the Compensation Plan, enroll others, or earn commissions.

- **Recruit or Recruiting.** The direct or indirect, actual or attempted, sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, by a current or former Ambassador, another Ambassador or customer to enroll or participate in another Direct Selling opportunity. This conduct constitutes Recruiting even if the Ambassador's or former Ambassador's actions are in response to an inquiry made by another Ambassador or customer. An action that is reasonably foreseeable to result in causing a current Ambassador or customer to contact a current or former Ambassador ("Individual X") about Individual X's non-Vita 180 business activities or the non-Vita 180 products that Individual X is selling is "Recruiting."
- **Retail Customer.** A purchaser of Vita 180 products who is neither an Ambassador nor a Preferred Customer. Retail Customers purchase at full retail prices and do not participate in the Autoship program. They purchase Vita 180 products through Ambassadors and purchase on an occasional basis.
- **Sales Tool or Sales Tools.** Promotional material used to assist in promoting the sale of products or services, or in the promotion of a business program. Examples of Sales Tools include, but are not limited to, printed materials, websites, audio & video recordings, social media postings and mobile applications.

3. Independent Contractor Status. Ambassadors are independent contractors and not employees, partners, legal representatives, or franchisees of Vita 180. Ambassadors are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, technology (e.g., cellular telephone and Internet costs), advertising and marketing, long distance telephone and other business expenses. **AMBASSADORS SHALL NOT BE TREATED AS A VITA 180 EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES.** Vita 180 is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from Ambassadors' compensation. Ambassadors are not entitled to workers compensation or unemployment security benefits of any kind from Vita 180.

In all written, graphic, or digital material used for Vita 180 business purposes, Ambassadors must represent themselves as a "Vita 180™ Independent Ambassador." In verbal conversations with prospective Ambassadors and customers, Ambassadors must introduce themselves as a "Vita 180 independent Ambassador." Ambassadors shall not lead anyone to believe that they are employees of Vita 180.

4. Income Taxes. As an independent contractor, you are responsible for paying local, state, and federal taxes on any income generated as an Ambassador. Every year, Vita 180 will provide an IRS Form 1099 NEC (Non-employee Compensation) earnings statement to each U.S. resident who, in the previous calendar year: 1) had earnings (including the value of incentive trips or other incentive prizes or awards) of \$600 or more; or 2) made purchases of Vita 180 products for resale in excess of \$5,000. If earnings (including the value of trips, prizes or awards) or purchases for resale are less than stated above, an IRS Form 1099 NEC will be sent only at the request of the Ambassador, and a fee may be assessed by Company to the Ambassador to comply with this request. To facilitate this reporting, you must provide Vita 180 with your correct Social Security Number, Employer Identification Number, or Taxpayer Identification Number as appropriate.

5. Tax ID Verification / Substitute W-9.

With respect to the Social Security Number (SSN), Employer Identification Number (EIN), or Individual

Taxpayer Identification Number (ITIN) that you provide to Vita 180 during the enrollment process, you certify, under penalty of perjury, as follows:

- The number shown on this enrollment form is my correct taxpayer identification number (or I am waiting for a number to be issued to me);
- I am not subject to backup withholding because: (i) I am exempt from backup withholding, or (ii) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (a U.S. resident alien, a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, an estate (other than a foreign estate), or a domestic trust (as defined in 26 CFR 301.7701-7)).

6. Adherence to the Agreement. Ambassadors must comply with the Agreement. If you have not yet reviewed the Policies & Procedures at the time you execute this Agreement, they are posted in your Ambassador Back-Office. You must review the Policies & Procedures within five days from the date on which you execute this Agreement. If you do not agree to the Policies & Procedures, your sole recourse is to notify the Company and cancel the Agreement. Failure to cancel constitutes your acceptance of the Policies & Procedures. You must be in Good Standing, and not in violation of the Agreement, to be eligible for bonuses or commissions from Vita 180.

7. Amendments to the Agreement. Vita 180 reserves the right to periodically amend the Agreement at its sole discretion. The Company will provide 30 days' advance notice of any such amendments via email sent to the email address that the Company has on file for each Ambassador and/or via the Ambassador Back-Office. If you wish to continue as an Ambassador, you understand that you must accept the terms of any amendment proposed by Vita 180 within 30 days of receiving notice of the amendment. **You agree that your acceptance of all amendments adopted by Vita 180 is a condition of maintaining your status as an Ambassador and earning and receiving payments under the Compensation Plan.** You further agree that the continuation of your relationship with Vita 180; your acceptance of bonuses, commissions, or other compensation; your use of your Vita 180 Personal Website or Back-Office; and/or the purchase of Vita 180 product after receiving notice of an amendment shall constitute adequate consideration to support such amendments, which shall be incorporated into the Agreement as of the effective date. Vita 180 may cancel your Agreement if you do not agree to a proposed amendment to the Agreement within 30 days after notice of the amendment is provided. You may opt out of any proposed amendments by canceling your Agreement prior to the effective date of such proposed amendments.

As of the effective date of any amendment, the Agreement as amended shall govern your relationship with Vita 180 but shall not apply retroactively to conduct that occurred prior to the effective date of the amendment.

The foregoing provision regarding amendments to the Agreement does NOT apply to the Vita 180 Individual Arbitration Agreement and Dispute Resolution Policy, which can only be amended as provided therein via mutual consent.

8. No Purchase or Payment Required. No purchase, payment, or investment is necessary to become an Ambassador other than the purchase of, or payment for, a Digital Starter Kit and monthly technology fee, both of which are sold to new Ambassadors at the company's cost. (The purchase of, or

payment for, a Digital Starter Kit and the monthly technology fee is optional for North Dakota residents.) The at-cost Digital Starter Kit payment and monthly technology fee covers ongoing sales and marketing materials and support in both written and electronic and online media formats, including product and service updates, back-office accounting review, training, training updates, Vita 180 Personal Website and communication tools to support the sales and marketing process. By submitting the Ambassador Agreement, Ambassador specifically authorizes this monthly fee to be charged to the Ambassador's on-file debit or credit card (or other form of payment acceptable to the Company) each month during the term of the Agreement and any renewals thereof.

9. Ambassadors' Rights. As an independent Ambassador for Vita 180, Ambassador has the right (subject to compliance with the Agreement) to:

- Solicit orders for Vita 180 products and services;
- Sell Vita 180 products and services;
- Recruit and sponsor/enroll others as Ambassadors; and
- Participate in the Vita 180 Compensation Plan if qualified.

10. Assignment of Rights and Delegation of Duties. Ambassadors may not assign any rights under the Agreement without the prior written consent of Vita 180. Any attempt to transfer or assign the Agreement without the express written consent of Vita 180 renders the Agreement voidable at the option of Vita 180 and may result in termination of the Agreement.

If the assets of Vita 180, or a controlling ownership interest in Vita 180, is transferred to a third party, Vita 180 may assign its rights and delegate its duties and obligations to all Ambassadors under the Agreement to such third party as part of the sale or transfer and need not obtain Ambassadors' prior written authorization.

11. Waiver. Any waiver by either Party of any breach of the Agreement must be in writing and signed by an authorized agent of the Party against which the waiver is asserted. Any waiver of a breach by a Party shall be a one-time waiver only and shall not operate or be construed as a waiver of any subsequent breach.

12. Waiver of Right of Publicity. Ambassadors grant Vita 180 an irrevocable license to reproduce and use their name, photograph, video, personal story, testimonial, social media content, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. Ambassadors waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material.

13. Minimum Age. Persons under age 18 may not be Ambassadors and no Ambassador shall knowingly recruit, enroll, or attempt to recruit or enroll any person under age 18.

14. Severability. If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible.

15. First Breach Rule. The existence of any claim or cause of action of an Ambassador against Vita 180 shall not constitute a defense to Vita 180's enforcement of any term or provision of the Agreement.

16. Term and Renewal of the Agreement. The term of the Agreement is one year from the date of enrollment. Unless the Agreement has been previously terminated as provided herein, the Agreement shall automatically renew for successive one-year terms on each anniversary date of Ambassador's enrollment. An Ambassador may cancel the Agreement at any time and for any reason. **Vita 180 reserves the right to elect not to renew an Ambassador's Agreement at its option upon 30 days' prior written notice.**

A participant in this Direct Selling program has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address, via email to info@vita180.com or via the Ambassador's Back-Office.

Vita 180 reserves the right to terminate all Ambassador Agreements upon 30 days' notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via Direct Selling channels.

17. General Conduct. Ambassadors shall safeguard and promote the good reputation of Vita 180 and its products, and must avoid all illegal, deceptive, misleading, unethical, or immoral conduct or practices. Ambassadors agree that they shall exhibit high moral character in their personal and professional conduct. Ambassadors shall not engage in any conduct that may damage the Company's goodwill or reputation. While it is impossible to specify all misconduct that would be contrary to this provision, and the following list is not a limitation on the standards of conduct to which Ambassadors must adhere pursuant to this section, the following standards specifically apply to Ambassadors' activities:

- Deceptive conduct is always prohibited. Ambassadors must ensure that their statements relating to Vita 180, the Vita 180 opportunity, or Vita 180 products and services are truthful, fair, accurate, and are not misleading.
- Ambassadors may not represent or imply that any state or federal government official, agency, or body has approved or endorses Vita 180, its program, or products.
- Ambassadors must not engage in any conduct (including without limitation illegal, fraudulent, deceptive, or manipulative conduct) in their business or their personal lives that could reasonably be foreseen to damage the Company's reputation, the reputation of Vita 180 products or services, or the culture that exists within the field sales force.
- Ambassadors must not engage in any conduct in their business or personal capacities that may reasonably be considered bullying, sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- Ambassadors shall not disclose any third-party's Personal Information without the express consent of such third party.
- Ambassadors shall not publicly promote a social, political or religious agenda in their business or personal capacities that may reasonably be foreseen as controversial.

18. Training and Leadership. Ambassadors agree that, although they are independent contractors, because they have the ability to earn compensation based on the sales and other activities of their

downline teams, they must participate and assist in the training of their personally enrolled Ambassadors and other Ambassadors in their downline teams. As such, Ambassadors agree as follows:

- Any Ambassador who Enrolls or is the Enroller of another Ambassador must perform an authentic assistance and training function to ensure those in their downline are properly operating their Independent Vita 180 business. Enrollers should have ongoing contact and communication with the Ambassadors in their downline organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voicemail, e-mail, personal meetings, accompaniment of downline Ambassadors to Vita 180 meetings, training sessions and any other related functions.
- Enrollers should monitor the Ambassadors in their downline organizations to ensure that downline Ambassadors do not make improper product or business claims or engage in any illegal or inappropriate conduct.
- Upline Ambassadors are encouraged to motivate and train new Ambassadors about Vita 180's products and services, effective sales techniques, the Compensation Plan, and compliance with these Policies & Procedures.
- Promoting product is a required activity in Vita 180 and must be emphasized in all presentations regarding the Vita 180 opportunity. In fact, the Company emphasizes that all Ambassadors sell Vita 180 products and services to retail customers in order to receive bonuses under the Compensation Plan.

19. Social Media. In addition to meeting all other requirements specified in these Policies & Procedures, should an Ambassador utilize any form of social media in connection with her Independent Vita 180 business, including but not limited to blogs, Facebook, X, Instagram, LinkedIn, YouTube, TikTok, or Pinterest, the Ambassador agrees to each of the following:

- Ambassadors shall obtain all licenses (including but not limited to copyright licenses) for any third-party content that they post or republish.
- Ambassadors are responsible for the content of all material that they produce and all of their postings on any social media site, as well as **all** postings on any social media account that they own, operate, or control.
- Ambassadors agree that they shall not make any product claims, weight loss testimonials, income claims (including lifestyle claims), or compensation plan claims in any social media posting unless such claims are in compliance with the provisions of Sections 33 – 36 as applicable.
- Ambassadors agree that they shall not use “silent posts” to promote their independent Vita 180 businesses. A silent post is a post that does not contain product images, brand names, company hashtags, or any other indication that the post is intended to promote Vita 180 products or services or the Vita 180 opportunity, yet the intention of the post is to do just that – promote the Ambassador's independent Vita 180 business.
- Ambassadors shall not make any social media postings, or link to or from any postings or other material that are sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, national origin, creed, religion, gender, gender identity, sexual orientation, physical or mental disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- No product sales or enrollments may occur on or through any social media site. To process sales or enrollments, a social media posting must link only to the Ambassador's Vita 180 Personal Website,

Vita 180's corporate website or an official Vita 180 corporate social media page.

- It is each Ambassador's responsibility to follow the social media site's terms of use.
- Any social media account that is directly or indirectly operated or controlled by an Ambassador that is used to discuss or promote Vita 180's products or the Vita 180 opportunity may not contain any posts that promote the products, services, or business program of any Direct Selling company other than Vita 180. Nor may any such social media account link to any website or social media page or account that promotes the products, services, or business program of any Direct Selling company other than Vita 180.
- During the term of this Agreement and for a period of 12 calendar months following the cancellation of the Agreement for any reason, an Ambassador may not use any social media account on which they discuss or promote, or have discussed or promoted, the Independent Vita 180 business or Vita 180's products to directly or indirectly solicit anyone for another Direct Selling program. Violation of this provision shall constitute a violation of the nonsolicitation provision in Section 38.
- During the term of the Agreement and for 12 calendar months after the cancellation of the Agreement for any reason, an Ambassador shall not take any action on any social media account or page on which they discuss or present, or have discussed or presented, Vita 180's products or the Independent Vita 180 business that may reasonably be foreseen to draw an inquiry from Vita 180's Ambassadors relating to the Ambassador's other Direct Selling business activities or products. Violation of this provision shall constitute a violation of the nonsolicitation provision in Section 38.
- If an Ambassador creates a business page, team page, or group page on any social media site for purposes of promoting the Ambassador's Independent Vita 180 business or the promotion of Vita 180 products, services, or opportunity, the page may not promote or advertise the products or opportunity of any Direct Selling business other than Vita 180 and its products. If the Agreement is cancelled for any reason or if the Ambassador becomes inactive, the Ambassador must immediately deactivate the page or, at the former Ambassador's option, turn over administrative rights to the page to Vita 180 so that the Company may deactivate the page.
- Ambassadors shall respect the privacy of other social media users. Ambassadors shall not engage in abusive social media practices including but not limited to harvesting or trolling for connections, shaming, or bullying others.

20. Ambassador Websites.

Ambassadors may not create their own websites or mobile applications to promote their Independent Vita 180 business or Vita 180's products and services. Nor may Ambassadors use any non-Vita 180 website to sell or promote the sale of Vita 180 products or services. Prohibited websites and online forums include, but are not limited to, Ambassadors' non-Vita 180 websites, other non-Vita 180 websites, online retailers (e.g., Amazon), online auctions (e.g., eBay), classified listings websites (e.g., Craigslist), and social media sites (e.g., Facebook Marketplace and others). Vita 180 products may only be sold or promoted, and new Ambassadors or Preferred Customers may be enrolled only, at: (i) the official Vita 180 website, (ii) Vita 180-supplied Personal Websites.

21. Sales Tools.

No Ambassador-Produced Sales Tools Permitted. Ambassadors must use only Vita 180 produced or approved Sales Tools when promoting the Independent Vita 180 business or Vita 180's products or services. These materials are available in the Ambassador Back-Office. Ambassadors may not develop or produce their own Sales Tools for the promotion of the Independent Vita 180 business or Vita 180 products and services. Nor may Ambassadors use any third party produced Sales Tools for such purposes

unless such third-party Sales Tools are officially endorsed/approved by the Company.

22. Sale or Distribution of Third Party Sales Tools or Training Materials Prohibited.

Ambassadors agree that they shall not sell or distribute third party Sales Tools or training materials to other Ambassadors. A third party Sales Tool or training materials are promotional and training materials, regardless of format or media, that an Ambassador has acquired from a person or entity other than the Company and that the Ambassador did not personally create or develop.

23. Trademarks and Copyrights. The name “Vita 180” and other names and logos as may be adopted by the Company are proprietary trade names, trademarks, and service marks of Vita 180. The Company grants Ambassadors a limited license to use its trademarks and trade names in promotional materials as permitted elsewhere in these Policies & Procedures for so long as the Ambassador’s Agreement is in effect. Upon cancellation of the Agreement for any reason, the license shall expire, and the Ambassador shall immediately discontinue all use of the Company’s trademarks and trade names. Under no circumstances may an Ambassador use any of Vita 180’s trademarks or trade names in any email address, website domain name, social media handle, social media name or address, or in any unapproved Sales Tools.

Vita 180 regularly produces live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Ambassadors, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by the Company. Ambassadors may not record company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

In addition, Company produced Sales Tools, videos, audios, podcasts, and printed material are also copyrighted. Ambassadors shall not copy or make derivatives of any such materials for their personal or business use without the Company’s prior written approval.

Ambassadors shall not utilize any third-party content without first obtaining a license for such use by the owner of the intellectual property rights to the third-party content.

24. Product Sales. The Vita 180 Compensation Plan is based on the sale of Vita 180 products and services to end consumers. Ambassadors must fulfill personal and downline organization retail sales requirements specified in the Compensation Plan (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement.

25. Product Inventory and Bonus Buying. There is no need for Ambassadors to carry an inventory of Vita 180 products for resale as all products are direct shipped from the Company to the customer. Ambassadors should only order Vita 180 products if they have a current need for the products for their own personal or household use, for display purposes, or for fulfilment of customer orders or demand. Bonus Buying is strictly prohibited.

26. 70% Rule. At least 70% of an Ambassador’s total monthly personal purchases must be sold to personal retail customers or consumed by the Ambassador and his or her household before placing another order for Vita 180 products. By placing an order for Vita 180 products, the Ambassador certifies that he or she has complied with this rule.

27. Sales Receipts. Ambassadors must provide their retail customers that purchase merchandise directly from the Ambassador with **two copies** of an official Vita 180 sales receipt at the time of the sale and advise them of the three-day right to rescind the transaction, which is set forth on the receipt. Ambassadors must maintain all retail sales receipts for a period of two years and furnish them to Vita 180 at the Company's request. Sales receipts can be downloaded in PDF format from the Ambassador Back-Office. Retail customers who purchase from an Ambassador's Vita 180 Personal Website need not be provided with a sales receipt as the receipt will automatically be sent to the customer by the Company via email at the time the order is placed.

28. Sales Outlets. To support the Company's Direct Selling distribution channel and to protect the independent contractor relationship, Ambassadors agree that they will not sell Vita 180 products in any retail, wholesale, warehouse, or discount establishment, or any online retail, auction, or buy-sell site (including but not limited to Amazon and eBay) without prior written approval from Vita 180. Notwithstanding the foregoing, Ambassadors may display and sell Vita 180 products at professional trade shows.

29. Service-Related Establishments. Ambassadors may promote and sell Vita 180 products in service-related establishments. A service-related establishment is a business establishment whose primary revenue is earned by providing personal service rather than by selling products. Such establishments include offices of doctors, dentists, and other health professionals; health clubs or fitness centers; beauty salons; and any other business where customer use of the establishment is controlled by membership or appointment. Vita 180 reserves the right to make the final determination as to whether an establishment is service-related or is a proper place for the sale of its products.

30. Territories. There are no exclusive territories granted to any Ambassador.

31. Change of Enroller. As a rule, Ambassadors may not change their Enrollers (the Ambassadors under whom they are enrolled). The only means by which an Ambassador may legitimately change his/her Enroller are by:

- Voluntarily canceling the Agreement in writing and remaining inactive for six (6) full calendar months. Following the six-calendar month period of inactivity, the former Ambassador may reapply under a new Enroller. The Ambassador will lose all rights to his/her former downline organization upon his/her cancellation; or
- Submitting a properly completed and signed Enrollment Transfer Form to the Company as well as the required fee. The Enrollment Transfer Form must be signed by the Enroller of the requesting Ambassador as well as the four (4) Ambassadors who are directly upline to the Enroller in the line of enrollment. The Enrollment Transfer Form may be downloaded from your Back-Office.

32. Waiver of Claims. In cases wherein an Ambassador improperly changes his/her Enroller, Vita 180 reserves the sole and exclusive right to determine the final disposition of the downline organization that was developed by the Ambassador in his/her second line of enrollment. **AMBASSADORS WAIVE ANY AND ALL CLAIMS AGAINST VITA 180, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM VITA 180'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN AMBASSADOR WHO HAS IMPROPERLY CHANGED HIS/HER ENROLLER.**

33. Product Claims. Ambassadors must not make claims, including but not limited to testimonials, about Vita 180's products or services that are not consistent with the claims contained in official Vita 180 literature or posted on Vita 180's official website. Under no circumstances shall any Ambassador state or imply that any Vita 180 product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.

34. Weight Loss Testimonials. If an Ambassador makes a weight loss testimonial in connection with any Vita 180 product, the Ambassador must adhere to each of the following:

- The Ambassador making the testimonial must clearly and conspicuously disclose that he/she is a Vita 180 independent Ambassador.
- The testimonial must be true and accurate and must disclose all additional material information that impacted his/her weight loss (*e.g.*, changes in lifestyle or exercise habits, use of diet pills, etc.).
- The testimonial must clearly and conspicuously disclose the generally expected results for those who go on the Vita 180 program.
- No testimonial may be made relating to use of the Company's products and their impact on any weight-related illness suffered by the individual making the testimonial, including but not limited to diabetes claims and cholesterol reduction claims.

35. Income Claims. When presenting or discussing the Vita 180 opportunity or Compensation Plan to a prospective Ambassador, Ambassadors may not make income projections, income claims, income testimonials, or disclose their Vita 180 income, or the income of any other Ambassador. Nor may Ambassadors make lifestyle income claims. A lifestyle income claim is a statement or depiction that infers or states that the Ambassador is able to enjoy a luxurious or successful lifestyle due to the income they earn from their Independent Vita 180 business. Examples of prohibited lifestyle claims include, but are not limited to, the following types of representations:

- That an Ambassador (or his/her spouse) was able to quit his/her job.
- That an Ambassador was able to replace his/her income from a job.
- That an Ambassador was able to pay for a child's private school or college education due to his/her Vita 180 earnings.
- That an Ambassador was able to acquire expensive or luxury material possessions (*e.g.*, homes, cars, jewelry, boats, recreational vehicles, etc.).
- That because of his/her Vita 180 earnings an Ambassador was able to travel to exotic or expensive destinations.

The foregoing income claims restrictions apply to in-person presentations as well as promotional materials distributed by an Ambassador including social media postings.

36. Compensation Plan and Opportunity Claims. When presenting or discussing the Vita 180 Compensation Plan and/or the Vita 180 opportunity, Ambassadors must make it clear to prospects that financial success in Vita 180 requires commitment, effort, and sales skill. Ambassadors must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- It's a turnkey system.
- The system will do the work for you.
- Just get in and your downline will build through spillover.

- Just join and I'll build your downline for you.
- The Company does all the work for you.
- You don't have to sell anything.
- All you have to do is buy your products every month.

The above are just examples of improper representations about the Compensation Plan and the Company's program. It is important that Ambassadors do not make these, or any other representations, that could lead a prospect to believe that they can be successful as an Ambassador without commitment, effort, and sales skill.

37. Media Inquiries. Ambassadors must not interact with the media regarding the Vita 180 business or products. All inquiries from the media, including radio, television, print, online, or any other medium, shall be directed to the Vita 180 marketing department.

38. Nonsolicitation. Ambassadors are free to participate in other Direct Selling programs. However, during the term of this Agreement and for one year following the termination or cancellation of the Agreement for any reason, an Ambassador may not directly or indirectly Recruit other Ambassadors (except for the Ambassador's personally enrolled downline Ambassadors) for any other Direct Selling business.

If an Ambassador is engaged in another Direct Selling program, it is the responsibility of the Ambassador to ensure that his or her Independent Vita 180 business is operated entirely separate and apart from all other businesses and/or Direct Selling programs. To this end, the Ambassador must not:

- Display Vita 180 Sales Tools or products or services with or in the same location as, any non-Vita 180 Sales Tools, products, or services.
- Offer the Vita 180 opportunity, products, or services to prospective or existing customers or Ambassadors in conjunction with any non-Vita 180 program, opportunity, or products.
- Offer, discuss, or display any non-Vita 180 opportunity, products, services, or opportunity at any Vita 180-related meeting, seminar, convention, webinar, teleconference, video meeting, or other function.

With respect to the promotion of Vita 180 products and services or the Vita 180 opportunity, as well as other Direct Selling programs or products on social media, see Section 19.

39. Confidential Information. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Ambassador's use in building and managing his/her Independent Vita 180 business. If an Ambassador or former Ambassador ("Ambassador 1") is in the downline of another Ambassador ("Ambassador 2") in another Direct Selling business, there shall be a rebuttable presumption that Ambassador 2 used Vita 180's Confidential Information to Recruit Ambassador 1 into the other Direct Selling business.

40. Handling Personal Information. If an Ambassador receives Personal Information from or about an Ambassador, a prospective Ambassador, a customer, or a prospective customer, it is the Ambassador's responsibility to maintain the security of the Personal Information and to shred, destroy, or irreversibly delete the Personal Information of others once the Ambassador no longer needs it. To the extent that it is necessary for an Ambassador to store or maintain Personal Information of others, the Ambassador must store or maintain the information in a secure location, whether physical or digital. Credit card and

payment information must be destroyed/deleted immediately upon processing of payment.

41. Limitations on Ambassador and Household Businesses. An individual may own, operate, control, or have an interest in only one Independent Vita 180 business, and there may be [only one Independent Vita 180 business in a household] **OR** [no more than two Independent Vita 180 businesses per household. If there are two Independent Vita 180 businesses in a household, neither of them can be the Enroller of the other (no “stacking”). A “household” is defined as all individuals including dependent children who are living at the same residential address as a family or in a family-like setting. A household may consist of a single individual or two or more individuals and may consist of individuals living together in a family-like unit who are not related (whether by blood, marriage, domestic partnership, adoption or otherwise. Dependent children attending school away from home are considered part of the household. Vita 180 will consider exceptions to this Policy on a case-by-case basis upon written request submitted to the Company (info@vita180.com).

42. Business Entities and Affiliated Parties. If any Business Entity or Affiliated Party violates the Agreement, the violation may be imputed, and corresponding disciplinary action may be taken as reasonably decided by the Company, against the Business Entity, the Affiliated Party(s), all of the owners of the Business Entity and/or Affiliated Party(s) collectively, or jointly and severally against any of the Business Entity owners and/or Affiliated Party(s).

43. Actions of Third Parties. If a third party acting on behalf of, or with the active or passive assistance or knowledge of an Ambassador engages in conduct that would be a violation of the Agreement, the conduct of the third-party may be imputed to the Ambassador. “Knowledge” of misconduct is not limited to actual knowledge. If an Ambassador engages in acts or omissions that the Ambassador knows or SHOULD KNOW will enable a third party to violate this Agreement if such action was taken by the Ambassador, the Ambassador shall be deemed to have knowledge of the violation.

44. Tampering with Product Packaging. Vita 180 products must be sold in their original packaging. Ambassadors shall not alter the original packaging or labeling of products that they are selling to their personal retail customers.

45. Negative Comments/Nondisparagement. Negative comments in the field serve only to sour the enthusiasm of other Ambassadors. Therefore, Ambassadors must not disparage, libel, slander, demean, or make negative or critical comments to third parties or other Ambassadors about Vita 180, its owners, officers, directors, management, employees, other Ambassadors, or the Compensation Plan. All criticism must be directed exclusively to the Company at info@vita180.com.

46. Transaction Submission Integrity. It is essential to the success of the Company, its Ambassadors, and customers, that submissions of transactions to the Company maintain integrity of communication. It is to be expected that all transactions submissions to the Company, including, but not limited to, Ambassador applications and enrollments, Ambassador communications, Ambassador financial transactions, and customer transactions, be submitted by the individual or entity involved in the transaction. Third party submission of any and all transactions submissions is prohibited. An Ambassador may not communicate any transactions submissions on behalf of another Ambassador, Ambassador applicant, or customer. An Ambassador may not use his or her credit card or bank account on behalf of another individual or Ambassador. This rule is applicable to any and all forms of transactions submissions, including, but not limited to, online, telephone, fax, email, etc.

47. Bonus and Commissions Qualifications. An Ambassador must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Ambassador complies with the terms of the Agreement, Vita 180 shall pay commissions and/or bonuses to such Ambassador in accordance with the Compensation Plan.

48. Adjustment to Bonuses and Commissions. Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all expired. If a product is returned to Vita 180 for a refund or is repurchased by the Company, or a chargeback occurs, the compensation attributable to the returned or repurchased product(s) will be recovered by the Company from the Ambassadors who were paid commissions or bonuses based on the original sales of such products. Such unearned compensation will be deducted (clawed back), in the month in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until the commissions are fully recovered from the selling Ambassador and upline Ambassadors who received bonuses and commissions on the sales of the refunded products. Likewise, if it is the responsibility of an Ambassador to issue a refund to a customer, but Vita 180 issues the refund, the Company may deduct the amount refunded to the customer from the Ambassador's subsequent bonus and commission payments.

Vita 180 may also withhold or reduce an Ambassador's compensation as necessary to comply with any garnishment or court order directing Vita 180 to retain, hold, or redirect such compensation to a third party.

Vita 180 reserves the right to withhold all or part of an Ambassador's compensation as it deems appropriate to claw back any unearned compensation.

Vita 180's right of setoff shall not constitute Vita 180's exclusive means of collecting funds due Vita 180 pursuant to this policy.

49. Temporary Incentives and Promotions. Vita 180 may, from time to time and in its sole discretion, offer temporary bonuses, incentives, promotional programs, or limited-time qualification opportunities (collectively, "Promotions") to Ambassadors. Promotions may include, without limitation, temporary modifications to certain qualification thresholds, additional bonus opportunities, or other incentives designed to encourage sales or business development.

Unless expressly stated otherwise by Vita 180 in writing, any such Promotion:

- Is temporary in nature and will apply only during the specific promotional period announced by the Company;
- Does not amend or permanently modify the Compensation Plan, the Ambassador Agreement, or the Policies and Procedures;
- Applies solely for purposes of the Promotion and only for the period specified in the promotional announcement;
- Automatically expires at the end of the stated promotional period, at which time all standard Compensation Plan qualifications, requirements, and conditions will apply without further notice; and
- May be modified, extended, or terminated by the Company at its discretion, unless otherwise required by applicable law.

Participation in any Promotion is subject to compliance with the Agreement. The Company will communicate the terms and conditions of any Promotion, including the applicable qualification criteria and promotional period, through official Company communication channels. Promotional programs are discretionary marketing initiatives and shall not be interpreted as amendments to, waivers of, or precedents under the Compensation Plan.

50. Product Returns. If for any reason a Vita 180 product that you purchase for your own personal use does not meet your expectations, you may contact the Customer Service Department at (941) 280-4668 or info@vita180.com within 30 days of the date of purchase to request a replacement, exchange, or refund, subject to the following rules:

- **Return May Be Required & Non-Refundable Items.** If you wish to receive a refund for a product under this policy, we may require you to return the item to us. In that event, you will be responsible for the payment of any shipping costs to return the original item to us. Upon our timely receipt of the returned item (if required) a refund of the purchase price (less shipping costs) will be issued to you. Items designated by us at the time of sale as nonreturnable, discontinued, or seasonal are not eligible for a refund under this policy. Nor are business supplies, Sales Tools, or Digital Starter Kits.
- **Sales Receipt Required.** If you do not have your original sales receipt, we reserve the right to refuse to honor your product replacement, exchange, or refund request.
- **Product Credit.** We reserve the right to issue product credit to you in lieu of your replacement, exchange, or refund request at our discretion if the conditions set forth in this Refunds and Returns Policy are not met by you. If you return an item that was purchased using product credit, upon approval, the credit will be reissued. The original product credit expiration date will be extended by 15 days.
- **Questions.** If you have any questions about product returns, discrepancies, back-ordered items or anything else concerning the above Satisfaction Promise/Product Return Policies, please contact the Customer Service Department at (941) 280-4668 or info@vita180.com.

51. Return of Merchandise and Sales Tools by Ambassadors Upon Cancellation or Termination. Within 30 days from the cancellation or termination of an Ambassador's Agreement, the Ambassador may return products and Sales Tools that he or she personally purchased from Vita 180 during the 12-month period preceding the date of cancellation or termination for a refund so long as the goods are in Currently Marketable Condition. (The one-year limitation shall not apply to residents of Louisiana, Maryland, Massachusetts and Wyoming and Puerto Rico). Upon the Company's timely receipt of returned goods and confirmation that they are in Currently Marketable Condition, the Ambassador will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Digital Starter Kit and monthly technology fees are not refundable except as may be required under applicable state law.

52. Montana Residents: A Montana resident who cancels his or her Ambassador Agreement within 15 days from the date on which the application is submitted is entitled to a full refund of the Digital Starter Kit and technology fee that he or she paid on enrollment as an Ambassador.

53. Louisiana, Massachusetts, and Wyoming Residents: If a resident of Louisiana, Massachusetts, or Wyoming cancels the Ambassador Agreement, upon receipt of a written request from such canceling Ambassador, Vita 180 will refund 90% of the costs incurred by such canceling Ambassador to participate in the program during the one-year period immediately preceding the date of the cancellation.

54. Maryland Residents: An Ambassador who resides in Maryland may cancel the contract for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall repurchase the goods; and the repurchase price shall be at least 90% of the original price paid by the Ambassador.

55. Puerto Rico Residents: A Puerto Rico resident may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the cancelling Ambassador in the development of the market of the properties or services. Such cancellation must be sent to the Company in writing and sent via registered mail. If a Puerto Rico resident cancels under these conditions, the Company shall: (a) Reacquire the total of the products that he/she purchased from the Company which are in his/her possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to the cancelling Ambassador not less than ninety percent (90%) of the original net cost of any services that he/she acquired from the Company; (c) Return 90% of any sum paid by the cancelling Ambassador for the purpose of participating in the business.

56. Other Purchase Cancellation Rights – Three Day Right of Cancellation. Except as provided herein for residents of Alaska and certain residents of California and North Dakota, retail customers have three business days within which to cancel a purchase and obtain a full refund. Ambassadors and Preferred Customers likewise have three business days within which to cancel their initial purchase of Vita 180 products or services and obtain a full refund (subsequent purchases made by Ambassadors and Preferred Customers are not subject to this right of cancellation). The three business day time limit is extended to five business days for residents of Alaska, five business days for residents of California who are 65 or older, and 15 business days for residents of North Dakota who are 65 or older. An explanation of these rights is contained on the official Vita 180 sales receipt.

57. Compliance Measures / Disciplinary Actions. Violation of any term of the Agreement, violation of any common law duty, including, but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Ambassador that the Company reasonably believes may damage its reputation or goodwill (such damaging act or omission need not be related to the Ambassador's Independent Vita 180 business), may result, at Vita 180's discretion, in one or more of the following corrective measures:

- Issuance of a written warning;
- A requirement that the Ambassador take immediate corrective measures;
- Vita 180 may withhold from an Ambassador all or part of the Ambassador's bonuses and commissions during the period that Vita 180 is investigating any conduct allegedly in violation of the Agreement. If an Ambassador's business is canceled for disciplinary reasons, the Ambassador will not be entitled to recover any bonuses or commissions withheld during the investigation period;
- The removal of one or more downline Ambassadors from the offending Ambassador's downline organization/team.
- Suspension and/or termination of the offending Ambassador's Vita 180 Personal Website and/or Back-Office access;
- Suspension of the individual's Ambassador Agreement and independent Vita 180 business for one or more pay periods (without pay);
- Involuntary termination of the offender's Ambassador Agreement; or

- Any other measure expressly allowed within any provision of the Agreement or which Vita 180 deems appropriate to address the misconduct or appropriate to equitably resolve injuries caused partially or exclusively by the Ambassador's policy violation or contractual breach.

In situations deemed appropriate by Vita 180, the Company may institute legal proceedings for monetary and/or equitable relief, subject to the Vita 180 Individual Arbitration Agreement and Dispute Resolution Policy.

58. Disclosure of Compliance Measure / Disciplinary Action to Upline. If a disciplinary action or compliance measure is taken against an Ambassador pursuant to Section 57, such Ambassadors consent to the Company's disclosure of the details of the matter and its resolution to the disciplined Ambassador's Enroller and other upline leaders.

59. Cancellation or Termination of the Agreement

- **Voluntary Cancellation.** A participant in this Direct Selling plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address or by cancelling his/her business through the Ambassador Back-Office. If a written notice is submitted, the notice must include the Ambassador's signature, printed name, address, and Ambassador I.D. Number. An Ambassador may also voluntarily cancel the Agreement by failing to pay the monthly technology fee or by withdrawing consent to contract electronically.
- **Cancellation for Inactivity.** If an Ambassador fails to generate a minimum of 300 PV during any 12-month rolling period, his/her Ambassador Agreement and Independent Vita 180 business will be cancelled for inactivity.
- **Suspension or Cancellation for Non-Payment.** An Ambassador's failure to pay any monthly technology fees when due will result in the suspension of the Ambassador's Agreement. In the event any such fees are not paid within one (1) month of the date of the suspension, the Agreement shall be automatically terminated.
- **Involuntary Cancellation.** Violation of any term of the Agreement, violation of any common law duty, including, but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Ambassador that the Company reasonably believes may damage its reputation or goodwill (such damaging act or omission need not be related to the Ambassador's Independent Vita 180 business), may result, at Vita 180's discretion, in the termination of this Agreement as provided in Section 57 above.
- **Effect of Cancellation.** So long as an Ambassador remains in Good Standing, Vita 180 shall pay bonuses and commissions to such Ambassador in accordance with the Compensation Plan. An Ambassador's bonuses and commissions constitute the entire consideration for the Ambassador's efforts in generating sales and all activities related to generating sales (including building a Marketing Organization).

An Ambassador whose business is cancelled for any reason will lose all Ambassador rights, benefits, and privileges. This includes the right to represent himself/herself as a Vita 180 Independent Ambassador, to sell Vita 180 products and services and the right to receive commissions, bonuses, or other income resulting from his/her own sales and the sales and other activities of the Ambassador

and the Ambassador's former downline sales organization. There is no whole or partial refund for Digital Starter Kits or monthly technology fees if an Ambassador's business is cancelled.

An Ambassador whose Ambassador Agreement is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

- **Reclassification.** If at the time of the cancellation of an Ambassador's Ambassador Agreement the Ambassador is also on the Vita 180 Autoship program, the Ambassador's Autoship order shall continue in force unless the Ambassador specifically requests that his or her Autoship agreement be canceled. If the former Ambassador does not request the cancellation of his or her Autoship agreement, the former Ambassador shall be reclassified as a Preferred Customer.
- **Compression of Downline.** When an Ambassador's Agreement is terminated or cancelled for any reason, the Ambassador's entire downline (marketing organization) is compressed as provided below.
 - **General** – Except as provided below, when an Ambassador's Agreement is terminated, the Ambassador's entire downline is compressed upline to the terminated/cancelled Ambassador's Enroller. As a result, each Ambassador in the first level immediately below the terminated Ambassador on the date of the cancellation will be moved to the first level ("front line") of the terminated Ambassador's Enroller. For example, if A enrolls B, and B enrolls C1, C2, and C3, if B's Agreement is terminated, C1, C2, and C3 will compress up to A and become part of A's first level.
 - **Executive 120 and Higher** – Notwithstanding the foregoing, if the terminated Ambassador was paid-as the rank of Executive 120 or higher during each of the four (4) months prior to the date of termination, the former Ambassador's downline will be compressed up to his or her Enroller only if one of the following conditions is met:
 - If the Enroller of the terminated Ambassador was paid-as at an equal or higher rank than the terminated Ambassador at least once in the four (4) months immediately preceding the date of the termination, the entire downline of the terminated Ambassador will compress up to the Enroller.
 - If the Enroller of the terminated Ambassador was not paid-as at an equal or higher rank than the terminated Ambassador in any of the four (4) months immediately preceding the date of the termination, the Enroller will have six (6) months from the date of the termination to be paid-as an equal or higher rank at least two times during such period. In that event, the downline of the terminated Ambassador will compress up to the Enroller. However, no retroactive commissions or bonuses will be paid.

If the Enroller of the terminated Ambassador does not qualify under either of these conditions, then the downline of the terminated Ambassador will not compress up and the position of the terminated Ambassador will remain vacant. In that event, the position will not be removed from the Enroller's downline and will continue to be considered one of the Enroller's legs.

60. Survival. Any provision of the Agreement which by its terms is to be performed after the termination of this Agreement shall survive the expiration or termination of the Agreement, regardless of the reason for its expiration or termination. This includes, but is not limited to, the Vita 180 Individual Arbitration Agreement and Dispute Resolution Policy, and Sections 12 (Waiver of Right of Publicity), 23 (Trademarks and Copyrights), 38 (Nonsolicitation), 39 (Confidential Information), and 61

(Indemnification).

61. Indemnification. Each Ambassador agrees to indemnify Vita 180 for any and all costs, expenses, consumer reimbursements, fines, sanctions, damages, settlements or payments of any other nature that Vita 180 incurs resulting from or relating to any act or omission by the Ambassador that is illegal, fraudulent, deceptive, negligent, unethical, or in violation of the Agreement. Vita 180 may elect to exercise its indemnification rights through withholding any compensation due the Ambassador. This right of setoff shall not constitute Vita 180's exclusive means of recovering or collecting funds due Vita 180 pursuant to its right to indemnification.

62. Business Transfers. Ambassadors in Good Standing who wish to sell or transfer their independent Vita 180 business must receive the Company's prior written approval before the business may be transferred. The independent Vita 180 business of an Ambassador who is not in Good Standing may not be transferred unless and until Good Standing status is achieved. Requests to transfer an independent Vita 180 business must be submitted in writing to the Company at info@vita180.com. The request to transfer will be denied if the Ambassador is not in Good Standing or if there is another reasonable reason for denying the request.

Prior to transferring a business to a third party, the Ambassador must offer Vita 180 the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have 30 days to exercise its right of first refusal.

An Ambassador who has transferred his or her independent Vita 180 business to a third party must wait a minimum of six (6) months from the date of the transfer before re-enrolling as an Ambassador. The buyer/transferee of the independent business must complete and submit a Vita 180 Independent Ambassador Agreement and pay any required enrollment fees or purchase any required Starter Kit. In addition, if the buyer/transferee of the independent business is a current Ambassador, he or she must first terminate his or her existing Ambassador Agreement and wait a minimum of six (6) months before completing the purchase transaction. Similarly, if the buyer/transferee of the independent business is a former Ambassador, a minimum of six months must have passed since the termination of the buyer's/transferee's previous Ambassador Agreement before completing the purchase transaction.

63. Transfer Upon an Ambassador's Death. Upon the death of an Ambassador, the Ambassador's Independent Vita 180 business may be passed to his/her heirs. The beneficiary or transferee of the business must notify Vita 180 of their intention to receive the transfer of the business within six (6) months of the date of death. If Vita 180 receives no such notification within such time period, the Agreement shall be automatically cancelled. Prior to the actual transfer of the business, the beneficiary or transferee must provide Vita 180 with a certified copy of the death certificate as well as certified letters testamentary or letters of administration and the written instructions of the executor of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary/transferee must also execute and submit to the Company a Vita 180 Independent Ambassador Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or transferee, or the Agreement will be cancelled. Because Vita 180 cannot divide commissions among multiple beneficiaries or transferees, if there are multiple beneficiaries or transferees of the business, the beneficiaries or transferees must form a Business Entity and submit a Vita 180 Independent Ambassador Agreement in the name of the Business Entity. Upon the completion of these requirements, Vita 180 will transfer the business and issue commissions to the individual beneficiary or Business Entity. During the pendency of the actual transfer of the business, commission

and bonus payments (if any are earned) will be issued in the name of the estate of the deceased Ambassador. The beneficiary/transferee of the business shall be responsible for the payment of all monthly technology fees that may have accrued but not been paid during the pendency of the transfer. Failure to pay these fees shall result in the termination of the Agreement.

64. Divorce of an Ambassador. Vita 180 is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in the event that there is a dissolution (divorce) of the marriage of an Ambassador, any settlement or divorce decree must award the business in its entirety to one party. Vita 180 will recognize as the owner of the business the former spouse to whom the business is awarded pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the Independent Vita 180 business must also execute and submit a Vita 180 Independent Ambassador Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled.

65. Dissolution of a Business Entity. If a Business Entity that operates an independent Vita 180 business dissolves, the owners of the Business Entity must instruct the Company on the identity of the proper party who is to receive the business. The Independent Vita 180 business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the Business Entity; the Company cannot divide the business among multiple parties or issue separate bonus and commission payments. The recipient of the Independent Vita 180 business must also execute and submit a Vita 180 Independent Ambassador Agreement to the Company within 30 days from the date of the dissolution of the Business Entity or the Agreement will be cancelled. If the Business Entity wishes to sell or transfer its independent Vita 180 business to an individual or entity who was not previously recognized by the Company as an owner of the Business Entity, it must do so pursuant to Section 62.

66. Inducing Ambassadors to Violate the Agreement. Ambassadors shall not directly or indirectly induce, encourage, or assist another Ambassador to violate the Agreement.

67. Reporting Errors. If an Ambassador believes that Vita 180 has made an error in his/her compensation, the structure or organization of his/her genealogy, or any other error that impacts the Ambassador's income, he/she must report it to the Company in writing within 60 days from the date on which the mistake occurred. While Vita 180 shall use its best efforts to correct errors reported more than 60 days after the date of the error, Vita 180 shall not be responsible to make changes or remunerate Ambassadors for losses for mistakes that are reported more than 60 days after the mistake occurs.

68. International Activities. Ambassadors may not sell Vita 180 products or conduct business activities of any nature in any foreign country that the Company has not announced is officially open for business.

69. Arbitration and Dispute Resolution. This Agreement is subject to the Vita 180 Individual Arbitration and Dispute Resolution Policy that affects how claims an Ambassador may have against Vita 180 or claims Vita 180 may have against an Ambassador will be resolved. Ambassador acknowledges and agrees that disputes between Ambassador and Vita 180 (and certain related parties) are governed by the Individual Arbitration Agreement and Dispute Resolution Policy, which is incorporated into and made part of the Agreement by reference. The parties understand and agree that the Individual Arbitration and Dispute Resolution Policy operates as a separate and distinct agreement that is severable from the remainder of the Agreement and is enforceable regardless of the enforceability of any other provision of the Agreement. Consideration for the Vita 180 Individual

Arbitration and Dispute Resolution Policy includes, without limitation, the parties' mutual agreement to arbitrate claims. The parties further understand and agree that the unenforceability of this Agreement in whole or in part shall not support a finding that the Vita 180 Individual Arbitration and Dispute Resolution Policy is unenforceable.

70. **Class Action Waiver; Opt-Out. THE INDIVIDUAL ARBITRATION AND DISPUTE RESOLUTION POLICY AFFECTS LEGAL RIGHTS, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE ACTION.** Ambassador has the right to opt out of the arbitration requirement and the class/collective/mass/representative action waiver by providing notice within thirty (30) days after Ambassador first enrolls as an Ambassador, as described in the Vita 180 Individual Arbitration and Dispute Resolution Policy.