Policies & Procedures

Calerie Health LLC (hereafter as “CalerieHealth” and the “Company”) is a vibrant company that markets and distributes products through a creative network marketing program. The CalerieHealth Rewards Plan is founded upon the principles of honesty and integrity and retail selling through a network of Independent Brand Partners (also referred to as a “**BP(s)**” herein) These Policies and Procedures are applicable to all CalerieHealth Brand Partners.

1

CalerieHealth Policies and Compensation Plan Incorporated into the Brand Partner(s) Agreement

1.1

Throughout these Policies, when the term “Agreement” is used, it collectively refers to the BP Agreement, these Policies and Procedures, and the CalerieHealth Compensation Plan, the BP Code of Conduct, and the Company’s Data Privacy Policy.

1.2

It is the responsibility of the Sponsoring BP to provide the most current version of these Policies and Procedures (available on the CalerieHealth website www.calerie.com) and the CalerieHealth Compensation Plan to each applicant prior to his, her and/or its execution of an BP Agreement.

1.3

Purpose of Policies

1.3.1

CalerieHealth is a direct sales company that markets products and services through a network of BPs. To clearly define the relationship that exists between BPs and CalerieHealth, and to explicitly set a standard for acceptable business conduct, CalerieHealth has established these Policies and Procedures.

1.3.2

CalerieHealth BPs are required to comply with: (i) all of the Terms and Conditions set forth in the BP Agreement, which CalerieHealth may amend from time to time in its sole discretion; (ii) all federal, state, local and/or provincial/territorial laws governing his, her and/or its CalerieHealth business; and (iii) these Policies and Procedures.

1.3.3

CalerieHealth BPs must review the information in these Policies and Procedures carefully. Should an BP have any questions regarding a policy or rule, the BP is encouraged to seek an answer from their Sponsor or any other upline BP. If further clarification is needed, the BP may contact CalerieHealth Customer Service.

1.4

Changes, Amendments, and Modifications

1.4.1

Because federal, state, and local laws, as well as the business environment, periodically change, CalerieHealth reserves the right to amend the Agreement and the prices in its CalerieHealth Product Price List in its sole and absolute discretion. By executing the BP Agreement, an BP agrees to abide by all amendments or modifications that CalerieHealth makes. Notification of amendments shall appear in Official CalerieHealth Materials. The continuation of an BP’s CalerieHealth Business or an BP’s acceptance of bonus or commissions constitutes acceptance of all amendments.

1.4.2

Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:

- Posting on the official CalerieHealth website.
- Electronic mail (e-mail); or
- In writing through the CalerieHealth newsletters or other CalerieHealth communication channels.

1.5

Delays

CalerieHealth shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire, and/or weather, curtailment of a source of supply, or government decrees or orders, etc.

2

Basic Principles

2.1

Becoming an CalerieHealth BP

2.1.1

To become an authorized BP you must:

2.1.1.1

Be of the age of majority (not a minor) in his or her state of residence;

2.1.1.2

submit a properly completed BP Application to the Company electronically through its official corporate website or through a BP’s Company-replicated website together with the appropriate Back-Office Maintenance fee. Alternatively, an applicant may submit a paper version of the Agreement together with the Back-Office Maintenance fee to the Company;

2.1.1.3

reside in the 50 United States, US Territories or countries officially opened by the Company;

2.1.1.4

possess and provide a valid social security number, an employer identification number, or taxpayer identification number. Any penalties or fines incurred by the Company that may result from the use of an incorrect tax or fraudulent tax identification numbers furnished to the Company will be the responsibility of Brand Partner.

2.1.1.5
Not be an CalerieHealth employee, the Spouse of an CalerieHealth employee or related to an employee of CalerieHealth and living in the same household as such CalerieHealth employee.

2.2
New BP Registration

2.2.1
A potential new BP may self-enroll on the Sponsor's website. In such event, instead of a physically signed BP Agreement, CalerieHealth will accept the Web-enrollment and BP Agreement by accepting the "electronic signature" stating the new BP has accepted the Terms and Conditions of such BP Agreement. Please note that such electronic signature constitutes a legally binding agreement between the BP and CalerieHealth.

2.2.2
BP applicants must provide the Company with valid Sponsor and Enroller details at the time the Application is submitted. Applications received without Sponsor and Enroller information will be returned to the applicant unprocessed. Sponsors/Enrollers must be in the same leg of an organization. Applications received with either a Sponsor or Enroller (but not both) will be processed making the Sponsor and/or Enroller the same person. The Company is not responsible for contacting the applicant or the upline to verify the information provided.

2.2.3
The application contents are verified with CalerieHealth records database; and a BP Identification number is assigned by CalerieHealth to the BP account.

2.2.4
CalerieHealth reserves the right to require signed paperwork for any account, regardless of origin

2.2.5
If requested the signed BP Agreement must be received by CalerieHealth within fourteen (14) days of enrollment.

2.2.6
Signed documents, including, but not limited to, personal partner agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the BP's position.

2.2.7
If CalerieHealth determines that the BP Application and Agreement contains inaccurate of false contact or other information, it may immediately terminate a BP distributorship or declare the BP Application and Agreement null and void from its beginning. Further, it is the obligation of the BP to report to the Company on an ongoing basis any changes which effect the accuracy of the BP application and Agreement.

2.2.8
CalerieHealth reserves the right to accept or reject any application for any reason.

2.3
Adding and Removing Co-Applicants After Enrollment

When adding a co-applicant (either an individual or a business entity) to an existing distributorship, CalerieHealth requires both a written request and a properly executed Application and Agreement containing both the applicant and co-applicant's Social Security Number and signatures. The original applicant must remain a party to the original Application and Agreement. If the original distributor wants to terminate his/her distributor relationship with CalerieHealth, he/she must do so in accordance to CalerieHealth policy. If this is not followed, the business shall be terminated upon withdrawal of the original distributor. All bonus and commission checks will be sent to the address of record on the distributorship. A co-applicant may not under any circumstance be party to any other distributorship. Note that the modification permitted within the scope of this paragraph does not include change in sponsorship.

2.4
CalerieHealth Brand Partner Identification Number

2.4.1
Each BP is required to provide his or her Social Security Number, or Federal Tax Identification Number, if located in the United States or any of its territories, to CalerieHealth on the BP Agreement. CalerieHealth reserves the right to withhold commission payments from any BP who fails to provide such information or who provides false information.

2.4.2
Once a BP Application has been accepted by the Company, the new BP will be assigned a BP Identification Number ("BP Identification Number"). This BP Identification Number shall be used by the Company for all purposes including but not limited to placing the BP Identification Number on all orders and other BP transactions.

2.5
Multiple Applications:

If one applicant submits multiple Applications and Agreement forms listing multiple sponsors, only the first completed form to be received by CalerieHealth will be accepted. CalerieHealth reserves the right, at its sole discretion, to make the final decision with respect to all such disputes. (BP may hold only one position in the worldwide platform regardless of market (future))

2.6
Term of Agreement:

BPs will retain their status for a period of one (1) year following the date the BP Application is accepted and a BP Identification Number is assigned by the Company and ending one year from the date thereof (the "Anniversary Date").

2.7
Annual Renewal

BP authorizes Company to automatically renew their BP Agreement on the BP's Anniversary Date. The annual renewal fee shall be posted in the Brand Partner's Back Office. A Brand Partner not renewing by the renewal date, shall be deemed to have voluntarily terminated their BP position and will thereby lose their BP position, all sponsorship rights, their position in the Compensation Plan, all rights to commissions and bonuses and the ability to purchase Products at Brand Partner prices. BPs who fail to renew may reapply under a new Sponsor 180 days after termination of their BP account. The Company reserves the right to reassign the BP account at its sole discretion. If renewal is not made within sixty (60) days after the expiration of the current term of the BP Agreement, the BP agreement will be terminated.

2.8

Inactivity

A BP who is "inactive" in any 180 consecutive-day period shall have no right, title, claim or interest to any commission or bonus from the sales generated by the BP's organization or any other payments in association with the BP's independent position. The inactive account is not eligible to sale, transfer or assign. In addition, the company reserves the right to terminate such inactive account at the Company's sole discretion.

2.9

Business Entities and Trusts

2.9.1

A BP may choose to operate a CalerieHealth business through a corporation, limited liability company, partnership or trust (collectively and individually referred to as a "**Business Entity**") by submitting a properly completed Disclosure of Partnership Form and/or Disclosure of Trust Form (each referred to as the "**Disclosure**") together with the Application. The Disclosure must contain the signature of all shareholders, members, partners, trustees or any person holding an ownership interest or management position in the Business Entity (each referred to as a "**Business Participant**"). Business Participants are jointly and severally liable to any indebtedness or other obligations to CalerieHealth. The BP Application will not be deemed accepted by the Company and no BP Identification Number will be assigned until all required documents required in this provision are submitted and accepted by the Company.

2.9.2

The conduct of any Business Participant is imputed to the Business Entity as a whole. Therefore, if any one Business Participant violates the Agreement, the misconduct of that Business Participant shall be imputed to the entire Business Entity.

2.9.3

A Company Brand Partner operating a CalerieHealth business as a sole proprietorship may change the form to a partnership, limited liability company, corporation or trust, or from one type of entity to another by submitting the documentation outlined in 2.9.1 above.

2.9.4

Husbands, wives or common-law couples (collectively "spouse") who wish to become a BP must submit a single BP Application and Agreement.

2.10

Independent Contractor Status and Obligations

2.10.1

As a BP, you are considered an independent contractor for all purposes. You may not state, imply or represent that you are an employee, agent or legal representative of CalerieHealth, its affiliates, and/or other BPs.

2.10.2

You will not be treated as an employee for federal or state tax purposes, or for any other reason. The Company will not withhold any sums from commission or bonuses for tax purposes. As a BP, you are solely responsible for and must pay all federal, state, and local FICA, or taxes applicable to all fees, commissions, overrides, bonuses, trips and other items of value that you receive from the Company.

2.10.3

As a BP, you are solely responsible for your own activities, commitments and contracts, and all liabilities, obligations and expenses which you may incur in running your CalerieHealth business.

2.10.4

As a BP, you are solely responsible for complying with all laws applicable to your CalerieHealth business.

2.10.5

As a BP, you may set your own hours and supplies, equipment and tools for operating your CalerieHealth business, such as telephones, transportation, professional services, office equipment and supplies.

2.10.6

As a BP, you must maintain your own income and expense records to satisfy applicable federal, state/ providences and local income and sales tax requirements. Following the close of each year, CalerieHealth will provide an IRS Form 1099 for tax reporting to each BP for tax reporting with earnings exceeding $600 per year or product purchases totaling more than $5,000 per year.

2.10.7

In the event you hire employees to assist in running your CalerieHealth business, you must provide workers' compensation insurance, if required or applicable by state law.

2.10.8

As a BP, you must obtain all necessary licenses, permits and other governmental approvals applicable to your business, including qualifications to transact business in states other than your domicile.

2.10.9

CalerieHealth maintains products liability insurance with regard to the Products it sells. BPs are encouraged to arrange for their own business liability coverage for their independent CalerieHealth business and should contact their insurance agent to ensure they are adequately insured.

2.10.10

Some states have recently passed legislation which further limits and identifies the requirements to maintain independent contractor status. It is important to know what your states laws are on this subject. CalerieHealth will take no action which may subject them to a situation whereby the BPs shall be considered employees.

2.10.11

The CalerieHealth BP is an independent contractor, and not a purchaser of a franchise or business opportunity.

Therefore, each BP's success depends on his or her independent efforts.

2.11

Brand Partner Benefits

Once a BP Application has been accepted by CalerieHealth, the following benefits are available to the new BP:

2.11.1

Buy and resell CalerieHealth Products and services to Customers and receive profit from these sales;

2.11.2

Sponsor Customers and BPs in the United States and other approved countries.

2.11.3

Participate in the CalerieHealth Compensation Plan (receive bonuses and commissions, if eligible)

2.11.4

Receive periodic CalerieHealth literature and other CalerieHealth communications;

2.11.5

Participate in promotional and incentive contests and programs sponsored by CalerieHealth for its Brand Partners

2.12

Errors or Questions

If an BP has questions about, or believes any errors have been made regarding commissions, bonuses calculations, business reports, orders, or charges, the BP must notify CalerieHealth in writing within thirty (30) days of the date of the error or incident in question. Any such errors, omissions or problems not reported within thirty (30) days shall be deemed waived by the BP.

2.13

Brand Partner Prohibitions:

2.13.1

No individual may participate in more than one (1) CalerieHealth Brand Partner position, either as individuals, partners, officers, stockholders, directors, employees or otherwise. An exception to the one-business-per-BP rule will be considered on a case-by-case basis if two BPs marry. Requests for exceptions to this policy must be submitted in writing to the Compliance Department.

2.13.2

CalerieHealth employees, their spouses or related to any employee of CalerieHealth and children living in the same household as a Brand Partner are not eligible to become Brand Partners, or to participate in any way in corporations or partnerships which are CalerieHealth Brand Partners. Relatives of CalerieHealth employees who do not fit within the foregoing categories may apply to become a CalerieHealth BP, provided that no proprietary, confidential or other information, prior to the time it becomes public, is given by any employee to such relative. Any violation of this policy by a BP or the BP's immediate family or household shall be treated as a violation of this policy.

2.13.3

BP Applications will not accept a BP Application from a minor (i.e. under the age of 18) unless such minor applicant has been emancipated by the courts. Minor Applicants who meet this criteria must provide evidence of such emancipation to CalerieHealth before acceptance of the Agreement and assignment of a BP Identification Number.

2.14

Insurance

2.14.1
CalerieHealth's product liability policy does not extend coverage to claims that arise as a result of a BP's misconduct in marketing the products.

2.14.2
A BP understands that while traveling to or from Company-related meetings, events, activities, workshops, retreats, or gatherings, he/she does as a part of his/her own independent business and not in any manner as an employee, agent, or functionary of the Company, notwithstanding the fact that his/her attendance may be based in whole or in part by invitation from, or agreement with, the Company to attend. He/she assume all risk and responsibility for such travel.

2.15

Separation of a CalerieHealth BP Business

2.15.1
In the event of a dissolution of marriage of a CalerieHealth BP and a spouse, arrangements must be made to assure that any division of the business assets are accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. CalerieHealth must be notified as to which former spouse will assume ownership of the BP position as determined by a court of competent jurisdiction or divorce agreement. A change in the ownership of the BP position will not take place until CalerieHealth receives a copy of the divorce documentation. Should the party who does not assume ownership of the BP position desire to remain a BP, he/she may do so by submitting a new BP Application at the time the divorce documentation is submitted to CalerieHealth. He or she shall then be entered as a new BP under the original Enroller.

2.15.2
During the pendency of a divorce or dissolution, the Company shall treat the business according to the status quo as it existed prior to the filing of the divorce or dissolution. Under no circumstances will the Downline Organization of divorcing spouses be divided. Similarly, under no circumstances will CalerieHealth split commission and bonus checks between divorcing spouses. CalerieHealth will recognize only one Downline Organization and will issue only one commission payment per commission cycle. Commission payments shall always be issued to the individual whose name appears on the BP Agreement. CalerieHealth will in no case be liable or responsible for any error in payment to either party to the divorce.

2.15.3
During the dissolution of a corporation or termination of a partnership which owns the BP position, the ownership of the BP position will be transferred pursuant to the agreement among the Business Participants or upon order of a court of competent jurisdiction upon written notification to CalerieHealth. If one or more of the Business Participants in a BP position terminates his/her ongoing relationship with CalerieHealth by leaving the partnership or disposing of his/her share of equity holdings, the remaining Business Participants shall continue to be bound by the Agreement In the event that there is a dispute between the Business Participants, CalerieHealth may suspend the BP position and hold all commissions until the dispute over the disposition is resolved by agreement between the Business Participants or by an order from a court of competent jurisdiction.

2.16

Succession:

2.16.1
Upon the death or incapacity of a BP, the BP's business may be passed on to his or her heirs. Appropriate legal documentation must be submitted to CalerieHealth to ensure the transfer is proper. Accordingly, the heir should consult an attorney to assist him/her in the preparation of a will or other testamentary instrument. Whenever a CalerieHealth business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased BP's marketing organization provided the following qualifications are met. The successor(s)must:

i. Execute an application Agreement;

ii. Comply with terms and provisions of the Agreement;

iii. Meet all the qualifications for the deceased BP's status;

iv. The heir must provide CalerieHealth with an "address of record" to which all bonus and commission payments will be sent. The payments will be based on the current performance of the position, not the highest rank or volume achieved;

v. If the business is bequeathed to joint successors, they must form a business entity and acquire a federal taxpayer identification number. CalerieHealth will issue all bonus and commission payments and one 1099 Miscellaneous Income Tax form to the business entity only.

2.16.2
Upon the death of a BP, the Agreement and a BP's right therein shall pass to his/her lawful heir/successor as provided by law so long as the heir/successor otherwise qualified to be a BP. However, CalerieHealth will no recognize such transfer until the heir/successor has submitted a complete business transfer form to CalerieHealth Compliance Department reflecting the new ownership, together with a certified copy of the death certificate and a lawful will or trust or court order designating the lawful heir/successor. Upon satisfaction to the Company that a transfer is appropriate, the distributorship shall be transferred to the heir/successor. The heir/successor shall thereafter be entitled to all the rights and subject to all the obligations as any other BP.

2.16.3
The heir/successor may inherit and retain another distributorship even though he/she currently owns or operates a distributorship. In the case of intestacy, CalerieHealth will deem the distributorship nontransferable if it is not contacted by an authorized representative of the estate or the heirs, devisees, successor trustees, personal representative, or executor of the decedent within six (6) months of the BP's death.

2.16.4
If a BP is incapacitated and cannot operate his/her distributorship, the company will recognize the BP's authorized agent to operate the distributorship during the incapacity. To do so, the authorized agent must provide satisfactory proof of the BP's incapacity and satisfactory proof of his authority to act for the incapacitated BP that is authentic and which the company can verify as lawful.

2.16.5

If the successor wishes to terminate the BP position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.

2.16.6
In addition, the heir/successor/authorized agent must be of legal age in his/her country of residence.

2.17
Buyer's Right to Cancel. Federal law grants a buyer the right to cancel certain sales without penalty prior to midnight of the third business day after the transaction. BPs must inform buyers of the three-day right to cancel at the time the buyer purchases the goods.

3
Sponsorship:

3.1
The sponsor is the person who introduces a BP or Customer to CalerieHealth, helps them complete their enrollment, supports, and trains those in their downline.

3.2
Prospective applicants have the right to choose his or her immediate line of sponsorship. There is no implied loyalty to an individual who may have made the initial introduction and does not obligate an applicant to accept that party's sponsorship. The Company will not intervene to settle or be part of any disputes regarding sponsorships. The Sponsor/Enroller of a new BP will be the BP noted on the Application.

3.3
Once an Application has been accepted by the Company and a new BP Identification Number is assigned, sponsor/enroller changes are permitted only in the event of an error by the Company or if the Company is notified, in writing, by the new BP and/or the new BP's current and new Sponsor and Enroller within 72 hours of enrolling and before any commissions are paid.

3.4
Sponsoring Online: When sponsoring a new BP through the online enrollment process, the sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreement, CalerieHealth's Policies and Procedures, and the CalerieHealth's Compensation Plan. The sponsor may not fill out the online application and agreement on behalf of the applicant.

4
Inducements to Select a Different Sponsor

4.1
It is against Company policy to induce or allow an individual, family member or business partner of an existing BP to sign up under your line of sponsorship for the purpose of circumventing the original upline from future income.

4.2
As a BP, you must not say or imply that interested parties are not welcomed to attend the meetings or state or imply that assistance will only be given to them unless they are enrolled in your Downline Organization during any Company meeting. Your fellow BPs must feel secure when sending prospective applicants to these meetings and all prospect applicants who attend the meeting should be referred back to the person who sent them. Sponsoring a prospective applicant at the meeting who was sent by another BP is strictly prohibited and subject to be terminated.

4.3
You may not induce a prospective applicant by offering monetary rewards, free products or any other type of material inducement to entice a prospective applicant to enroll under your line of sponsorship when the prospective applicant has made it known that he or she has been working with another BP.

4.4
Allegations of unethical sponsoring must be reported in writing to the Compliance Department within the first 30 days of enrollment. If the reports are substantiated, CalerieHealth may transfer the BP or the BP's downline to another sponsor, Placement without approval from the current up-line sponsor or placement BP. CalerieHealth remains the final authority in such cases.

5
Bonus and Commission Qualifications

5.1
A BP must be active, in good standing and in compliance with the Agreement to qualify for bonuses and commissions pursuant to the Rewards Plan. "**Good Standing**" means a BP is not under any compliance investigation at the time bonuses and commissions are paid.

5.2
Rank advancements (as set forth in the Rewards Plan) are determined based on business organization and sales activity for each applicable period.

5.3
Adjustment to Bonuses and Commissions -Bonuses and commissions are paid ONLY on the sale of Company services and products. No commissions are paid on the purchase of the enrollment fee. When a Product is returned and a refund is authorized by the Company, the bonuses and commissions attributable to the refunded Product sales will be deducted in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered from the BP who received bonuses and commissions on the sales of the refunded Product(s). The upline BPs who earned commissions based on the sale of the returned products will have the corresponding commissionable volume deducted from their groups volume in the next month and all subsequent months until it is completely recovered.

5.4
Unclaimed Commissions and Credits. - BPs must deposit or cash commission and bonus checks within six months from their date of issuance. A check that remains uncashed after six months will be void. There shall be a $50.00 charge for reissuing a check. These charges shall be deducted from the balance owed to the BP.

5.5
70% Rule. Each BP commits to personally use, sell, or use in business building at least 70% of every order placed with the

Company prior to placing another order, and must be able to certify to such if demanded by the Company or by any regulatory agency. Purchasing products solely for the purpose of collecting bonuses or achieving rank is prohibited.

6

OPERATING A CALERIE BUSINESS

6.1

Adherence to the CalerieHealth Rewards Plan

6.1.1

BPs must adhere to the terms of the CalerieHealth Rewards Plan as set forth in official CalerieHealth literature.

6.1.2

BPs shall not offer the CalerieHealth business opportunity through, or in combination with, any other system, program or method of marketing other than that specifically set forth in official CalerieHealth literature.

6.1.3

BPs shall not require or encourage other current or prospective Customers or BPs to participate in CalerieHealth in any manner that varies from official CalerieHealth literature.

6.1.4

BPs shall not require or encourage other current or prospective Customers or BPs to execute any agreement or contract other than official CalerieHealth BP and Customer Applications in order to become a CalerieHealth BPs. Similarly, BPs shall not require or encourage other current or prospective Customers or BPs to make any purchase from, or payment to, any individual or other entity to participate in the CalerieHealth Rewards Plan other than those purchases or payments identified as recommended or required in official CalerieHealth literature.

6.2

Adherence to Laws and Ordinances

6.2.1

Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to BPs because of the nature of the business. However, BPs must check their local laws and obey the laws that do apply to them.

6.2.2

An CalerieHealth BP shall comply with all federal, state, local and provincial laws and regulations in their conduct of his or her CalerieHealth business.

6.3

Compliance with Applicable Income Tax Laws

6.3.1

CalerieHealth will automatically provide a complete 1099 Miscellaneous Income Tax form (nonemployee compensation) to each US BP whose earnings for the year is at least $600 or who has purchased more than $5,000 of CalerieHealth products, or who received trips, prizes or awards valued at $600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the BP, and a minimum charge of $20 may be assessed by CalerieHealth. CalerieHealth BPs are responsible for the payment of taxes on these trips, prizes, or awards provided to them by CalerieHealth.

6.3.2

An BP accepts sole responsibility for and agrees to pay all federal, state, local and provincial taxes on any income generated as an independent contractor, and further agrees to indemnify CalerieHealth from any failure to pay such tax amounts when due.

6.3.3

CalerieHealth encourages all BPs to consult with a tax advisor for additional information for their business.

6.4

Bonus Buying Prohibited:

Bonus buying is strictly and absolutely prohibited. Bonus Buying includes:

6.4.1

The enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or Business Entities;

6.4.2

The fraudulent enrollment of an individual or entity as an BP or Customer;

6.4.3

The enrollment or attempted enrollment of non-existent individuals or Business Entities as BPs or Customers;

6.4.4

The use of a credit card by or on behalf of a BP or Customer when the BP or Customer is not the account holder of such credit card

6.4.5

Purchasing CalerieHealth products or services on behalf of another BP or Customer, or under another BP’s or Customer’s ID number, to qualify for commissions or bonuses;

6.4.6

Any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

6.5

Change to a CalerieHealth Business:

6.5.1

Each BP must immediately notify CalerieHealth of all changes to the information contained in his or her BP Application. BPs may modify their existing BP Agreement Form by submitting a written request and appropriate supporting documentation to the Company.

6.5.2

Change of Sponsor

6.5.2.1

CalerieHealth discourages sponsor changes. However, where an incorrect placement was made due to a BP error, a change in the line of sponsorship can be made to correct the error where a request for a change is made within 72 hours of enrollment. If you make such a request, you must also submit the written consent of your sponsor and first 2 upline sponsors who are or were active with in the prior 6 months of the request. All requests must be submitted to and approved by the Compliance Department. If at the time of the request you have any team member in place or commissions/bonus are paid, no change will be permitted. This only granted by CalerieHealth in its sole discretion, with additional conditions and restrictions as may be required by CalerieHealth, and BPs waive all claims against the company that arise from or relate to the decision upon such request.

6.5.2.2

Change/correction request may be submitted to Customer Support and must include an explanation for the request along with a Sponsor Change Request Form.

6.5.2.3

In all other cases, a BP may voluntarily terminate his or her CalerieHealth account and reapply under a new Sponsor after a period of 180 days of inactivity and no positions in the former downline will transfer to the new BP position. Any BP activity during this period will result in a reset of 180 days. BP activity includes, but is not limited to, sponsoring, attendance at any Company function, event, or training, operation of, or financial interest in, any other CalerieHealth business, or participation in any other form of BP activity.

6.5.2.4

If you have not purchase/sale of CalerieHealth products or earn any bonuses/commissions in any 360 consecutive-day period, you may terminate your partnership in writing and rejoin immediately under the Sponsor of your choice. CalerieHealth reserves the right to accept or reject any application for any reason.

6.5.2.5

In the event a sponsorship change is approved, the BP shall pay a change fee of $50.

6.5.2.6

If re-enrollment is approved, the former BP will be issued a new CalerieHealth ID number and will be required to submit a new BP Agreement. The BP will not be entitled to keep any former rank, downline, or right to commission checks from any prior position/organization.

6.5.2.7

CalerieHealth retains the right to approve or deny any request to change Sponsor or Placement, and to correct any errors related thereto at any time and in whatever manner it deems necessary.

6.5.3

Placement Change/Corrections:

6.5.3.1

One Placement change or correction may be requested within a period of 72 hours from the date of enrollment.

6.5.3.2

Placement Change/Correction may be requested through the back office customer support and must include an explanation for the request.

6.5.3.3

There will be no fee for the first correction requested within the initial 72 hours.

6.5.3.4

The request for a placement change may be granted by CalerieHealth in its sole discretion, with additional conditions and restrictions as may be required by CalerieHealth.

6.6

Sale, Transfer or Assignment of Position and Reapplication.

6.6.1

Sale, Transfer or Assignment of CalerieHealth Business.

6.6.1.1

Prior to selling a Business Entity interest, the selling party must notify CalerieHealth's Customer Service Department in writing and advise of his or her intent to sell CalerieHealth's business or Business Entity interest. The selling party must also receive written approval from the Company before proceeding with the sale.

6.6.1.2

Although a CalerieHealth business is a privately owned, independently operated business, the sale, transfer or assignment of a CalerieHealth business, and the sale, transfer or assignment of an interest in a Business Entity that owns or operates a CalerieHealth BP business, is subject to the company's approval. If a BP wishes to sell his or her CalerieHealth business, or interest in a Business Entity that owns or operates a CalerieHealth business, the following criteria must be met:

a. A Sale, Transfer or Assignment of a Position Form properly completed, with requisite signatures.

b. A copy of the Sales Agreement signed and dated by both Buyer and Seller.

c. The selling BP must offer CalerieHealth the right of first refusal to purchase the position on the same terms as agreed upon with a bonafide third-party buyer. CalerieHealth shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal;

d. The buyer or transferee must become a qualified BP and submit a fully executed BP Application to the Company. Before the sale, transfer or assignment can be finalized and approved by CalerieHealth, any debt obligations the selling party has with CalerieHealth must be satisfied.

e. The selling BP must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a CalerieHealth BP position.

f. The account being sold must be in an active status for a minimum period of 180 consecutive days.

g. Payment of the $100 administration fee;

h. Any additional supporting documentation requested by CalerieHealth

6.6.1.3

Any debt obligations that either Seller or Buyer may have with CalerieHealth must be satisfied prior to the approval of the sale or transfer by CalerieHealth

6.6.2

Reapplication: An CalerieHealth BP who sells his/her position is not eligible to re-enroll as an CalerieHealth BP in any organization for six(6)full calendar months following the date of the sale.

6.7

Downline Activity (Genealogy) Reports & Confidentiality

6.7.1

Downline activity reports ("**Reports**") are strictly confidential. You may access your Reports by logging on to your CalerieHealth Back Office. Reports are password protected and BPs are strictly prohibited from sharing such passwords with any other person or entity. BPs should use their Reports to assist, motivate and train the BPs in their Downline Organization. CalerieHealth and BPs agree that, but for this agreement of confidentiality and nondisclosure, CalerieHealth would not provide such Reports to a BP.

6.7.2

CalerieHealth keeps the Reports proprietary and confidential and treats the Reports as a trade secret. CalerieHealth is the exclusive owner of all Reports, which are derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by CalerieHealth and its BPs. You may only use CalerieHealth's goodwill and Reports for the purposes permitted under the Agreement.

6.7.3

You acknowledge, and agree not to challenge, that (a) Reports are confidential and a valuable trade secret owned by CalerieHealth; (b) Reports are owned exclusively by CalerieHealth; and (c) you do not own any rights in the Reports. You agree not to challenge or interfere with CalerieHealth's authority to license or sublicense all or part of the Reports. You shall not assert or seek any rights or protection of any kind in the Reports other than those limited rights or protections that may be specifically granted by this policy.

6.7.4

You may use Reports only with CalerieHealth's prior written permission, which may be expressed through general publication or through a specific writing to one or more BPs. Any permission granted by CalerieHealth shall constitute a limited, non-exclusive, non- transferable and revocable license by CalerieHealth for you to use the Reports only as necessary to facilitate your CalerieHealth business as permitted under these P&P(s). CalerieHealth reserves the right to deny or revoke any such license, upon reasonable notice to you without explanation, whenever, in the reasonable opinion of CalerieHealth, such is necessary to protect the confidentiality or value of the Reports.

6.7.5

You are to maintain Reports in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard the Reports and maintain the confidentiality thereof. You shall not compile, organize, access, create lists of, or otherwise use or disclose any part of the Reports except as expressly permitted by CalerieHealth. You agree not disclose Reports to any third party, or use Reports in connection with any other businesses or to compete, directly or indirectly, with the CalerieHealth business.

6.7.6

You shall promptly return any and all Reports to CalerieHealth upon resignation, non-renewal, or termination of your Agreement and shall immediately discontinue any further use thereof.

6.7.7
You acknowledge and agree that use or disclosure of Reports, other than as authorized by CalerieHealth, will cause significant and irreparable harm to CalerieHealth, warranting an award of injunctive relief, including a temporary restraining order and/or a preliminary injunction, specific performance, and damages including costs, attorneys' fees, and disgorgement of any profits made as a result of such unauthorized use or disclosure.

6.7.8
The obligations in this Policy shall survive and remain enforceable following the voluntary or involuntary resignation, non- renewal, or termination of your Agreement.

6.8
Sales Tax Obligation

6.8.1
To ensure compliance with the sales and use tax requirement of each state, unless required otherwise by state law, the Company may, at its option, collect and remit all applicable sales and use taxes on Products, promotional materials and services 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 BP requests a tax exempt purchase for Products purchased for resale (not for personal use), BP shall provide the Company with a true and correct copy of a current resale certificate from the applicable state. The Company cannot accept a tax-exempt certificate from a BP who resides in a state where tax exempt status is not granted for Direct Sales businesses. BPs are encouraged to check with their state requirements before sending a form to CalerieHealth.

6.9
Credit Card Chargebacks. Should CalerieHealth receive notice of dispute of charges by a BP, the BP's position will be placed in a "Chargeback" status and will lose all credit card ordering privileges until the charges are replaced and accepted. There will be a fee associated with the reinstatement of the account status. If an erroneous charge is applied to a BP's credit card, the BP should immediately contact the Company to initiate an investigation and find a resolution. If the BP fails to contact the Company to correct the status, the BP's position will be treated as a terminated account and will be subject to the Termination and Reapplication terms in 6.5.2.4 outlined herein.

7
BRAND PARTNER RESPONSIBILITIES AND OBLIGATIONS

7.1
The CalerieHealth Rewards Plan.

7.1.1
When inviting a prospect to hear a presentation of the Plan, you must make it clear that what is being described or offered is a potential business.

7.1.2
When describing the Plan: (a) your statements must be truthful, accurate and not misleading; (b) the roles of a balanced business (retail sales, personal use and sponsoring) must be accurately described; and (c) all income representations must be limited to income from the Plan, based on actual experience or from CalerieHealth authorized materials, and must provide realistic income potential.

7.1.3
You must use only CalerieHealth-authorized materials for use with prospects.

7.1.4
You must not say or imply that there is no requirement for the retail sale or marketing of products by BPs.

7.1.5
You must not promote potential tax benefits of the Plan

7.1.6
You must not encourage the prospect to purchase anything not included with the Product pack. The only requirements which you can impose on a prospect whom you are willing to enroll is that the prospect shall pay the requisite fee for the Product pack; and sign, complete and submit a BP Application to CalerieHealth.

7.1.7
You must not enroll or sponsor new BPs in a way that manipulates the new BP's position in the line of sponsorship.

7.2
Unauthorized Claims and Actions:

7.2.1
Income Claims

In your enthusiasm to enroll prospective BPs, you may occasionally be tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. No income claims are allowable; this would include but not be limited to actual, prospective or hypothetical claims. **FOR MORE INFORMATION ON INCOME/LIFESTYLE CLAIMS – PLEASE REFER TO APPENDIX A**

7.2.2
Product Claims

CalerieHealth BP may not make claims that CalerieHealth products have therapeutic or curative properties except those contained in official CalerieHealth literature. No BP may make any claim that CalerieHealth products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only are such claims in violation of the BP agreement, but they also violate the laws and regulation of the United States.

7.2.3
Indemnification

In your enthusiasm to enroll prospective BPs, you may occasionally be tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. No income claims are allowable; this would include but not be limited to actual, prospective or hypothetical claims. **FOR MORE INFORMATION ON INCOME/LIFESTYLE CLAIMS – PLEASE REFER TO APPENDIX A**

7.3
Conduct at CalerieHealth Events

7.3.1
No Selling or Recruiting at CalerieHealth Events. Selling and recruiting at CalerieHealth events is not permitted. These activities take away from the primary focus of the event and can negatively reflect on the professional image of CalerieHealth as a company. You may, however, offer a business card and/or catalog.

7.3.2
No Selling or Recruiting for other Companies at CalerieHealth Events. You may not sell any other products or recruit for any other business during CalerieHealth events. This restriction most specifically applies to sales and recruitment efforts for any other direct sales or marketing program, regardless of the product category, including those that do not compete with CalerieHealth's business.

7.4
Continuing Development Obligation

7.4.1
Ongoing Training

7.4.1.1
If you sponsor another BP into CalerieHealth, you must perform bona fide assistance and training to ensure that your Downline Organization is properly operating the CalerieHealth business. You must have ongoing contact and communication with the BPs in your Downline Organizations. Examples of such contact and communication may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail and the accompaniment of Downline BPs to CalerieHealth meetings, training sessions, and other functions. Upline BPs are also responsible to motivate and train new BPs in CalerieHealth Product knowledge, effective sales techniques, the CalerieHealth Rewards Plan and compliance with these P&Ps. Communication with and the training of Downline BPs must not, however, violate any provision of these Policies. BPs cannot charge for training. Upon request, you should be able to provide documented evidence to CalerieHealth of your ongoing fulfillment of your responsibilities as a Sponsor.

7.4.1.2
A Sponsoring CalerieHealth BP should monitor his or her downline organizations to ensure that downline do not make improper product or business, claims, or engage in any illegal or inappropriate conduct. Upon request, such BP should be able to provide documented evidence to CalerieHealth of his or her ongoing fulfillment of the responsibilities of a Sponsor.

7.4.1.3
Upline are encouraged to motivate and train new BPs about CalerieHealth's products and services, effective sales techniques, the CalerieHealth Compensation Plan and compliance with company Policies and Procedures.

7.4.1.4
BP should intervene in any disputes arising between a customer and any of her/his downline and attempt to resolve the dispute promptly and amicably. He / She should ensure his/her downline are conducted in accordance with the agreement-and in accordance with any applicable laws, ordinance, and regulations.

7.4.1.5
Use of Sales Aids. To promote both the products and the opportunity CalerieHealth offers, BP must use the sales aids and support materials produced by CalerieHealth. If CalerieHealth BPs use their own sales aids and promotional materials, which includes Internet advertising, notwithstanding BPs' good intentions, they may unintentionally violate any number of statutes or regulations affecting the CalerieHealth business. These violations, although they may be relatively few in number, could jeopardize the CalerieHealth opportunity for all BPs. Accordingly, BPs must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the BP receives specific written approval to use the material, the request shall be deemed denied. All BP shall safeguard and promote the good reputation of CalerieHealth and its products. The marketing and promotion of CalerieHealth, the CalerieHealth opportunity, the Compensation Plan, and CalerieHealth products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

7.4.2
Increased Training Responsibilities.

As you progress through the various levels of leadership, you will become more experienced in sales techniques, Product knowledge and understanding of the Rewards Plan. You will be called upon to share this knowledge with less experienced BPs within your Downline Organization.

7.4.3
Ongoing Sales Responsibilities.

7.4.3.1
Regardless of your level of achievement, you have an ongoing obligation to continue to personally promote sales through the generation of new Customers or Brand Partners and through servicing your existing Customers and Brand Partners.

7.5
Correct Address:

7.5.1
It is the responsibility of the BP or Customer to make sure CalerieHealth has the correct shipping address before any orders are shipped.

7.5.2
An BP or Customer will need to allow up to thirty(30) days for processing after the notice of address change has been received by CalerieHealth.

7.5.3
An BP or Customer may be assessed a fee for returned shipments due to an incorrect shipping address.

7.6

Non-disparagement.

7.6.1
CalerieHealth wants to provide its BPs with the best products, Rewards Plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the CalerieHealth corporate offices.

7.6.2
While CalerieHealth welcomes constructive input, negative comments and remarks made in the field by BPs about the Company, its products or Rewards Plan serve no purpose other than to sour the enthusiasm of other CalerieHealth BPs. For this reason, and to set the proper example for their Downline, BPs must not disparage, demean or make negative remarks about CalerieHealth, other CalerieHealth BPs, CalerieHealth's services, the Rewards Plan or CalerieHealth's directors, officers or employees.

7.7
Reporting Policy Violations.

7.7.1
If you observe a BP committing a policy violation, you should submit a written report of the violation directly to the attention of the CalerieHealth Compliance Department. Details of the incident(s), such as dates, number of occurrences, persons involved and any supporting documentation, should be included in the report. Anonymous reports will not be accepted.

7.7.2
Once the matter has been presented to CalerieHealth, it will be researched thoroughly by the Compliance Department and appropriate action will be taken if required.

7.8
Endorsements. No endorsements of the Products and/or Company may be asserted, except as expressly communicated in the Company Promotional Materials. Federal and state regulatory agencies do not approve or endorse direct selling programs. Brand Partners may not represent or imply, directly or indirectly, that the Company's Products, Plan and/or Services have been approved or endorsed by any governmental agency.

7.9
Providing Documentation to Applicants. You must provide the most current version of the P&Ps and the Rewards Plan to individuals whom you are sponsoring to become BPs before the applicant submits a BP Agreement to the Company.

7.10
Internet and Social Media. CalerieHealth provides BPs with their own personal link in the form of a QR code from which they can market the CalerieHealth Products and the Rewards Plan. Any other website created or commissioned by a BP to promote CalerieHealth, its Products, and or Rewards Plan is strictly prohibited and any such unapproved website is subject to the Disciplinary Procedure. In addition, BP's may not use CalerieHealth trademarks or information on any social media platform or site where another network marketing business is discussed or presented. **Please refer to Appendix "B" for Additional Guidelines on Social Media**

7.11
Advertising and Promotion. You may not create promotional or educational materials using CalerieHealth's name or trademarks for any reason. You may only use materials produced by CalerieHealth and provided to BPs to advertise the Company, the marketing or advertising materials, tools, presentations, sales aids, audio or video recordings or services and the like (individually and collectively referred to as "Promotional Materials") to advance, become, or remain a CalerieHealth BP, nor are you required to carry inventory of Products or Promotional Materials.

7.12
Retail Establishments. A BP who works in or owns a retail establishment must operate his or her BP business separate and apart from the retail establishment. No BP shall permit Products or Promotional Materials offered through or by CalerieHealth to be sold or displayed in retail establishments, including, but not limited to schools, fairs, kiosks, display booths, vending machines, unauthorized internet websites, military stores, or salons unless approved in writing by CalerieHealth.

7.13
Recordings. You may not produce or reproduce for sale or Promotional Materials sold by the Company or any Company-produced literature, audio or video material, presentations, events or speeches, including conference calls. Video and/or audio taping of Company meetings and conferences is strictly prohibited.

7.14
Answering the Telephone. You may not answer the telephone by saying “CalerieHealth” or in any other iteration that would lead the caller to believe that the caller had reached CalerieHealth’s corporate headquarters.

7.15
Medical Offices. Physicians and other health care professionals may sell Company Products from their offices if the physician or health care professional is a BP.

7.16
Service-Oriented Places of Business. BPs may to take orders for Products in businesses such as health spas, health resorts, beauty salons, nail salons or similar establishments. CalerieHealth reserves the right to refuse authorization to participate at any function that it doesn’t not deem a suitable forum for the promotion of its products and services, or the CalerieHealth opportunity.

7.17
Repackaging. CalerieHealth Products are to be sold only in their original packaging and in their original formulations. BPs may not repackage products or otherwise change or alter any of the packaging, labels or materials or products offered by CalerieHealth. Such re-labeling or re-packaging violates federal, state and provincial laws, which may result in criminal or civil penalties or liability.

7.18
Statements about Products. You may only make truthful and accurate statements about CalerieHealth’s Products. You may not make any health claims about CalerieHealth’s Products other than those claims found in CalerieHealth’s authorized Promotional Materials. You must not make any oral or written medical, therapeutic or curative claims (which include personal testimonials) about any CalerieHealth Products. You may not make any claim that CalerieHealth Products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only are such claims in violation of the Agreement, but they potentially violate the law.

7.19
Photographs, Videotapes & Other Media. Except as allowed under these Policies and Procedures, use of “before-and-after” photographs, videotapes, or other forms of recorded media which suggest or imply a link between the benefits of Products, the ingredients of Products in conjunction with any disease, sickness or ailment is strictly forbidden.

7.20
Use of BP’s pictures, Videos, Script, etc. BPs may occasionally appear on stage at live events sponsored by CalerieHealth to receive recognition or awards, to provide training, or for numerous other reasons. Photographs of the BPs are normally taken, and video and/or audio recordings of the BPs are normally made of such events. Likewise, BPs may occasionally speak on training, motivational, or informational telephone conferences, webinars, or other events sponsored or hosted by CalerieHealth, and video and/or audio recordings of those events are also normally made by CalerieHealth. BPs grant CalerieHealth the irrevocable and permanent right to use all such photographs, pictures, video, and/or audio recordings taken or made of them at any CalerieHealth sponsored or hosted events for advertising, promotion, motivation, training. Or any other purpose as CalerieHealth may deem appropriate. BPs waive all claims and rights to compensation of any mature of such use and agree that all recordings are the sole and exclusive property of CalerieHealth. If a BP writes or uses a script, notes, outline, handouts, or other reference materials at any CalerieHealth sponsored or hosted event, the BP grants CalerieHealth a permanent and irrevocable right to use such materials for any purpose it wishes, and the BP waives all claims for compensation for such use.

7.21
Sales Receipts. Any BP who takes and/or delivers an order over $25 to a Customer shall deliver to the customer at the time of sale, a written and dated order or receipt which shall: (a) describe the Product(s) sold; (b) state the price of the Product(s); and (c) include the name, address and phone number of the selling BP.

7.22
Duty of Good Faith. Under the terms of the Agreement, CalerieHealth and all BPs agree to perform their obligations in accordance with the duty of good faith and fair dealing. A BP will be held accountable for the actions of a partner, family member, spouse or third party acting or purporting to act on behalf of the BP position, as far as the P&P(s) are concerned. A BP may not aid and abet another BP to violate the Agreement. BPs shall not conduct any activity that could jeopardize the reputation of CalerieHealth or any of its BPs.

7.23
Franchises and Territories. You may not represent to anyone that there are franchises or exclusive territories available under the Rewards Plan.

7.24
Exporting and Importing. You may not export or import products offered through or by CalerieHealth, or knowingly sell to others who import or export such products, to or from the United States or its possessions or territories or any other country, regardless of whether or not CalerieHealth or its Bps have established operations or are doing business in that country.

7.25
International Activity. BPs may not engage, either directly or indirectly, in any activity related to the CalerieHealth business in any country in which CalerieHealth is not authorized to conduct business.

7.26
Business Practices. You must operate your CalerieHealth business in a financially responsible and solvent manner. CalerieHealth reserves the right to offset commission payments for any amounts you may owe to CalerieHealth. You must immediately notify CalerieHealth if he or she or a Business Entity files a petition for bankruptcy or has bankruptcy proceedings commenced against him or her or the Business Entity, or has any assets seized by court order or taken in execution of an unsatisfied judgment debt.

7.27
Fundraising. You may not use Caleriehealth's Products in conjunction with any type of fundraising activity. Fundraising includes the solicitation for the donation of funds or for the purchase of CalerieHealth Products based on the representation that all, or some, of the gains, proceeds, donations, bonuses, or profits generated by such sale will benefit a particular group, organization or cause.

7.28
Prohibited Online Sales. The Company has a zero-tolerance policy for BPs: (1) selling the Company's Products on e-commerce websites , nor may you enlist or knowingly allow a third party to sell CalerieHealth products on any online retails store or ecommerce sites, including but not limited to Amazon, eBay, Taobao, Alibaba, Groupon, etc.; or (2) assisting others to do so. Violation of this policy will result in the immediate suspension of your BP account and up to and including termination.

7.29
Rewards Plan Manipulation. You may not manipulate the Plan in any manner which results in the payment of bonuses or other awards and recognition that have not been earned in accordance with the terms of the Agreement. Commission buying is strictly and absolutely prohibited. "Commission Buying" includes: (a) the enrollment of individuals or Business Entities without the knowledge of and/or execution of an Agreement by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or Business Entity as a BP; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as BPs; (d) the use of a credit card by or on behalf of a BP when the BP is not the account holder of such credit card; (e) purchasing CalerieHealth Products on behalf of another BP or under another BP's account, to qualify for commissions and/or bonuses; and/or (f) any other mechanism by which strategic purchases are made to maximize commissions or bonuses or other incentives such as trips and awards when a BP has no bona fide use for the Products purchased. You may not inventory load nor encourage others to inventory load. CalerieHealth reserves the right to withhold final approval on all payments, recognition, awards or incentives pending verification of compliance with any incentive, promotion or recognition program terms and conditions and to ensure that there has been no Commission Buying, inventory loading, manipulation of the Rewards Plan or violation of the Agreement. From time-to-time the Company may offer special promotional incentives and rewards to its BPs recognizing their hard work. Participants in these special promotional reward programs must be BPs in good standing with CalerieHealth during the incentive or promotional program period and through their receipt of any awards. BPs found in non-compliance with the Agreement during the incentive, promotional or recognition program period may not participate and will not be eligible for any payments or recognition available under such program. In the event any Plan manipulation or other activity in violation of the Agreement becomes known after awards and payments have already been made to an BP, CalerieHealth reserves the right to deduct the value of any awards from future commission payments and take any other action provided for under the Agreement.

7.30
Personal/Business Information Updates. You are responsible for notifying the Company of any updates or changes to your personal information (i.e. name, address, telephone number and email address, etc.) or business information (i.e. business name, address, email address, telephone number, addition/deletion of partner(s), change in business status, etc.). To make these changes, please contact the Company's Customer Service Department.

7.30.1
It is the responsibility of the BP to make sure CalerieHealth has the correct shipping address before any orders are shipped.

7.30.2
An BP will need to allow up to thirty (30) days for processing after the notice of address change has been received by CalerieHealth.

7.30.3
An BP may be assessed a $50 fee for returned shipments due to an incorrect shipping address.

7.31
Media Inquiries. Any inquiries by the media or press (including blogs) should be referred immediately to CalerieHealth's corporate offices. To preserve a consistent public image for the benefit of CalerieHealth and all BPs, CalerieHealth BPs are not permitted to speak to the media on behalf of CalerieHealth or represent to the media that they are authorized to speak on behalf of CalerieHealth. If a BP responds to such inquiry or contact, CalerieHealth may consider him or her to be in breach of the Agreement. Additionally, BPs shall not proactively contact the media or distribute any form of press release that includes information about CalerieHealth, its products or the Rewards Plan without the Company's prior written consent.

7.32
Actions of Household Members. If any member of your immediate household engages in any activity which, if performed by you, would violate any provision of the Agreement, such activity will be deemed a violation of the Agreement and CalerieHealth may take disciplinary action pursuant to the Agreement. Similarly, if any individual associated in any way with a Business Entity violates the Agreement, such action(s) will be deemed a violation by the Business Entity and CalerieHealth may take disciplinary action against the Business Entity.

7.33
Vendor Third-Party Providers. Many products and services provided to CalerieHealth BPs are provided and fulfilled by third-party vendors through contractual relationships with CalerieHealth. It is important that BPs do nothing to jeopardize or interfere with the contractual relationships between CalerieHealth and its vendors. Any interference will be grounds for termination and potential legal action. It is also important that BPs follow any rules and regulations provided by any third-party vendor with relation to the products and services that they provide to the BPs.

7.34
Telemarketing.

7.34.1
The Federal Trade Commission (FTC) and the Federal Communications Commission (FCC) each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. While you may not consider yourself a "telemarketer" in the traditional sense of the word, these regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to $11,000.00 per violation).

7.34.2
BPs must not engage in telemarketing relative to the operation of their CalerieHealth businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a

CalerieHealth product or service, or to recruit them for the CalerieHealth opportunity. “Cold calls” made to prospective customers or BPs that promote either CalerieHealth’s Products or services or the CalerieHealth opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective Customer or BP (a “prospect”) is permissible under the following situations:

a. If the BP has an established business relationship with the prospect. An “established business relationship” is a relationship between a BP and a prospect based on the prospect’s purchase, rental or lease of goods or services from the BP, or a financial transaction between the prospect and the BP, within the 18 months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.

b. The prospect’s personal inquiry or application regarding a product or service offered by the BP within the 180 days immediately preceding the date of such a call.

c. If the BP receives written and signed permission from the prospect authorizing the BP to call. The authorization must specify the telephone number(s) that the BP is authorized to call.

d. You may call family BPs, personal friends and acquaintances. An “acquaintance” is someone with whom you have at least a recent first-hand relationship (i.e., you have recently personally met him or her). Bear in mind, however, that if you make a habit of “card collecting” with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling “acquaintances,” you must make such calls on an occasional basis only and not make this a routine practice.

7.34.3
In addition, BPs shall not use automatic telephone dialing systems relative to the operation of their CalerieHealth businesses. The term “automatic telephone dialing system” means equipment which has the capacity to (a) store or produce telephone numbers to be called using a random or sequential number generator and (b) to dial such numbers.

8

PRODUCT PURCHASES AND RETURNS

8.1
Purchases from CalerieHealth As a BP, you have the right to purchase CalerieHealth Products from CalerieHealth for personal consumption and retail sale to the public. You are permitted to purchase as much or as little of the CalerieHealth Products as you desire, as long as they comply with the retail sales obligations as explained below. The following are the methods available for purchasing products from CalerieHealth:

8.1.1
You may purchase CalerieHealth Products by filling out an order form online and paying for the Products with a debit or credit card. You may purchase CalerieHealth Products by filling out the CalerieHealth Order Form (copies of which are included in the BackOffice Library). The Order Form must be completely filled out for each order. All orders must be accompanied by funds in the amount of the order. All payments mailed to CalerieHealth must be in the form of a money order, certified check, cashier’s check, debit, or credit card. Visa, MasterCard, JCB, AMEX (1% surcharge), and Discover are the only credit cards presently accepted by CalerieHealth.

8.1.2
When purchasing products directly from CalerieHealth, the BP shall pay for the cost of shipping and handling as determined by the size of the order. These shipping and handling costs shall be set and published by CalerieHealth and may be changed from time to time.

8.2
Product Sales. The CalerieHealth Rewards Plan is based upon the sale of CalerieHealth Products and services to end user consumers. You must fulfill personal and Downline organization sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. It is important that you do not try to sell products to Customers who either do not need or cannot afford.

8.3
Retail Sales. The Rewards Plan is based on retail sales. Therefore, each BP is obligated to purchase CalerieHealth Products only for resale at retail or for personal consumption and is obligated to make continuing substantial efforts to make retail sales. The BP must provide invoices and receipts to prove that they have sold the items and to whom.

8.4
Satisfaction Guarantee. When a Customer purchases products from you, they have the right to return product for a refund or exchange. You should offer the following satisfaction guarantee: (a) a full refund; (b) an exchange of product; or (c) full credit toward the purchase of another Product. If a Product is shipped directly to the Customer by CalerieHealth, the Customer should follow the return instructions on the packing slip. In the case of BP purchases, only those that the BP makes for personal, family or household use may be returned under the Satisfaction Guarantee. For the purposes of this Policy, BPs will be allowed to exchange the Product for an equal or higher priced Product and will not be charged the 10% restocking fee.

8.5
BPs shall purchase CalerieHealth Products at the published Brand Partner prices of CalerieHealth plus the appropriate shipping and handling fee. CalerieHealth shall be free to change its suggested Brand Partner prices, or the bonus values, from time to time at its own discretion, and will notify its BPs of any such changes. This provides that every BP must sell at Brand Partner price and/or retail. This serves to prevent inventory loading and encourage retailing. The Company will make the assumption that all of the product that you order will be resold at the suggested retail price. The Company’s products are not intended for sale below Brand Parter price.

8.6
BP Refunds.

8.6.1
Requests by a CalerieHealth BP to return Products and/or Tools for a refund will be treated as a request to voluntarily cancel the BP Agreement. When a BP voluntarily terminates their BP position, the Company will repurchase marketable Product and Promotional Materials inventory within 360 days from the BP’s date of purchase at not less than 90% percent of the BP’s original net cost less appropriate set offs and legal claims, if any. For purposes of this Policy, 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 or Promotional Materials be considered “currently marketable” if the Company clearly has clearly disclosed that prior to purchase certain Products or Promotional Materials are seasonal, discontinued, or special promotion Products or Promotional Materials and are not subject to the

repurchase obligation.

8.6.2
Upon receipt of the Products and Promotional Materials, the BP will be reimbursed 90% of the cost of the original purchase price(s), not to include shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same account.

8.6.3
BP must inform the company of intent to exercise the sales aid buy-back option within ten (10) business days of resignation notice.

8.6.4
All Products and Promotional Materials to be returned for refund under this provision must be approved in advance of shipment to CalerieHealth, by calling the Customer Services Department.

8.6.5
BP will be asked to submit invoices detailing the Products and Promotional Materials items to be returned.

8.6.6
Upon approval from the Company, returns may be sent to the Company's headquarters and must be accompanied by an invoice copy for each item. The BP is solely responsible for shipping and handling for the return of such Products and/or Promotional Materials by following the procedures for all returns.

8.6.7
Procedures for all Returns/Exchange
No product should be returned to CalerieHealth prior to the approval to do so from the personal back office request. In order to assure that refund, repurchase, or exchange, strict compliance with the following procedures is required:

i. A refund request must be submitted stating the reason for the request and accompanied by verification of payment and copy of the product order form and packing slip in the BP's Back Office.
ii. All products to be returned must have an RMA (Return Merchandise Authorization) number, which is your Order number. This RMA must be written on the exterior of the returned package.
iii. The company will provide the BP with the correct procedures and location for returning the products. All return shipping costs must be paid for by the BP.
iv. Products sent to the Company without prior authorization will not qualify for a refund and will be returned to the BP at the BP's expense.
v. Pack and ship the products to CalerieHealth. Proper shipping carton(s) and packing materials are to be used and the best and most economical means of shipping is suggested. It is suggested that a shipping method that offers tracking details be employed. Any package received without original packing slip and the RMA clearly visible on the package exterior may be refused.
vi. Upon CalerieHealth's receipt of the products, the BP will be reimbursed ninety percent (90%) of the original purchase price(s). The refund will be issued in the same manner that payment was originally received. That means that if a credit card was used in the initial transaction, the same card will be issued the refund.
vii. Restocking fee: A ten percent (10%) restocking fee shall be charged for authorized returns after 72 business hours . The refund amount shall be ninety percent (90%) of the original net purchase price.

To change or correct an error made while placing the initial order, you will be required to comply with following procedures:

a. A refund request must be submitted stating the reason for the request and accompanied by a copy of the product order.
b. Place another order within 24 hours of receiving the confirmation email from Customer Support.

8.6.8
Special Provisions for Certain States of Residence. Please note that certain state laws have statutes in place the preempt CalerieHealth's Cancellation and Return Policies. **Please refer to APPENDIX C for more information.**

8.7
Replacement of Defective Product. The Company will replace any defective Product with the same or similar Products within 30 days of purchase. No Product(s) should be returned to the Company without prior approval by first calling CalerieHealth's Customer Service Department.

8.8
Shipping Loss. The Company tracks all orders shipped by the Company. If you are aware of any shipping issue, please contact the Company's Customer Services Department to report any shipping problem you may experience.

8.9
Inaccurate Delivery. In the event a Product is shipped in error by the Company, the unordered merchandise may be returned at the Company's expense provided the following steps are taken:

8.9.1
BP or Customer notifies the Company's Customer Service Department within ten (10) days after receiving the order;

8.9.2
Include the shipping or packing slip together with the proper forms required by the Company; and

8.9.3
Return the Products, unopened with the original seal intact and in original containers and packed properly to prevent damage in return shipment.

8.10
Damaged Shipments: The shipping company is responsible for damage, which occurs after it takes physical custody of the goods. A BP who receives damaged goods should follow these procedures:

8.10.1
Take Delivery

8.10.2
Before the driver leaves, document on the delivery receipt that number of boxes, which appear to be damaged.

8.10.3
Save the damaged product and box(es) for inspection by the shipping agent.

8.10.4
Make an appointment with the shipping company to have damaged goods inspected.

8.10.5
File a claim with the shipping company

8.10.6
Notify the Support Department within a period of five (5) business days following receipt of shipment.

8.10.7
Refused Shipments. If a BP or Customer refuses delivery on any duly placed order with the Company, the Company shall have the right to place the BP and/or Customer's account in suspension pending resolution of the refusal of delivery. BPs and Customers may not refuse any shipment from the Company unless prior approval of the Company has been obtained. If the receiving party of any properly placed order and shipped from the Company refuse to accept delivery and the shipment is returned to the Company, the ordering BP's status will be suspended pending resolution of the delivery refusal. Non-accepted delivery charges will be debited to BP's account. If the Company determines that a valid reason exists for refusing shipment, it will instruct the BP or Customer on the proper procedure for a return.

9
Non-Solicitation and Non-Competition.

9.1
An CalerieHealth BP may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities as long as he/she or it is not: (a) a Diamond President or higher; or (b) recognized as a leader and role model for CalerieHealth and a participant in marketing materials such as videos.

9.2
You acknowledge and agree that the only way to protect CalerieHealth's goodwill, confidential, proprietary and trade secret information and the integrity and stability of the sales force created by other BPs is to prohibit all BPs from recruiting and soliciting of other BPs to other companies during the Term of this Agreement and for a reasonable time thereafter. Consequently, in consideration for all of the rights granted by this Agreement, including the protection this non-solicitation provision affords to you, for the Term of this Agreement and for one (1) year after termination hereof, whether voluntary or involuntary, you agree not to, directly or indirectly, recruit or solicit any of CalerieHealth's other BP's to join other direct sales, multi-level or network marketing companies.

9.3
For the Term of this Agreement and for one (1) year after termination hereof, for any reason, you agree not to sell any product that is the same or similar to or competes with CalerieHealth's Products within the United States of America or any other country where Company sells its Products.

9.4
You agree not to solicit, directly or indirectly, other CalerieHealth BPs and Customers to purchase services or products, except those of Company, throughout the Term of this Agreement.

9.5
You agree that the Non-Solicitation and Non-Competition policies are reasonable in both time and geographic scope. You further agree that these policies protect the reasonable competitive business interests of CalerieHealth and its BPs, and that a violation of any part of these policies will cause significant and irreparable harm to CalerieHealth and its BPs, warranting an award of injunctive relief, including a temporary restraining order and/or a preliminary injunction, specific performance, and damages including costs, attorneys' fees and disgorgement of all profits made as a result of such violation.

9.6

A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between CalerieHealth and its BPs and would inflict irreparable harm on CalerieHealth. In such event, CalerieHealth may, at its sole discretion, impose any sanction it deems necessary and appropriate against such BP or such BP's positions including termination.

9.7
Should BPs engage in solicitation and/or enticement of members of another direct sales company to sell or distribute CalerieHealth products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an BP alleging that they engaged in inappropriate recruiting activity of another company's sales force or Customers, CalerieHealth will not pay any of BP's defense costs or legal fees, nor will CalerieHealth indemnify the BP for any judgment, award, or settlement.

10
Laws, Rules, Regulations and Disciplinary Procedure

10.1
Amendments to the Agreement. Since laws and the business environment periodically change, the Company reserves the right, in its sole discretion, to amend the Agreement. By submitting your BP Agreement and its acceptance by the Company and assignment of a BP Identification Number, you agree to abide by all amendments or modifications that the Company elects to make. Amendments shall be effective thirty (30) days after publication of Notice of Amendments in official Company materials, including but not limited to: (a) posting on the official Company Website; (b) electronic mail (i.e. e-mail); (c) included in Company published periodicals; (d) Notice of Amendment included with BP commissions and/or bonus payments; or (e) special mailings. Continuation of your CalerieHealth business and receipt of commission and bonuses shall constitute your acceptance of any and all such amendments.

10.2
Severance of Invalid Terms. If any provision of the Agreement in its current form or as many be amended from time to time, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be interpreted as if such invalid or unenforceable provision never comprised a part of the Agreement.

10.3
Dispute Resolution. Except as expressly set forth herein, any and all disputes, claims or causes of action relating to or arising from these Policies and Procedures, the Business Partner Application & Agreement, the Rewards Plan and Business Entity Registration Form (where appropriate) and any other CalerieHealth's policies, products and services, the rights and obligations of Brand Partner or CalerieHealth, or any and all other disputes, claims or causes of action between you and any of Company' officers, directors, employees or affiliates of Company or any of its officers, directors, employees or affiliates whether in tort or contract shall be settled totally and finally by arbitration in Orange County, CA or such other location as Company prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure, subject to all limitations contained therein. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. Nothing in the Agreement shall prevent Company from applying to and obtaining from any court have jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect the Company's interest prior to, during, or following the filing of any arbitration or other proceeding pending the rendition of a decision or award in connection with any arbitration or other proceedings. For the avoidance of doubt, the claims of different BP shall be heard in separate, bilateral arbitration proceedings. 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 this Agreement.

10.4
Class Action Waiver. Brand Partner and CalerieHealth agree that (i) no arbitration proceeding hereunder whether a **CONSUMER DISPUTE** or a **BUSINESS DISPUTE** shall be certified as a class action or proceed as a class action, or on a basis involving claims brought in a purported representative capacity on behalf of the general public, other customers or potential customers or Persons similarly situated, and (ii) no arbitration proceeding hereunder shall be consolidated with, or joined in any way with, any other arbitration proceeding. **BRAND PARTNER AND CALERIE AGREE TO ARBITRATE A CONSUMER DISPUTE OR BUSINESS DISPUTE ON AN INDIVIDUAL BASIS AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION.**

10.5
Harassment Policy. CalerieHealth has a zero-tolerance policy regarding harassment of another person by a BP in connection with the operation of a BP's business. This extends to all forms of communication including but not limited to, in person contact, via telephone or social media platforms. BPs must treat each other, as well as potential BPs and Customers, employees, vendor, suppliers, contractors, and anyone associated with the Company, with dignity and respect. Violations of this policy include, but are not limited to: a) Intimidating, harassing, or other aggressive behavior; b) Causing repeated conflicts with BPs or Customers; or c) Direct or veiled threats of harm. Following an investigation, should the Company determine, in is sole discretion, that a violation of this policy has occurred, the BP Agreement of the responsible party will be subject to disciplinary action.

10.6
Trademarks and Copyrighted Works.

10.6.1
CalerieHealth's trademarks ("Marks") and copyrighted works ("Works") are valuable and important business assets. The Marks help identify the source and reputation of CalerieHealth's Products worldwide and distinguish them from those of its competitors. CalerieHealth makes commercially reasonable efforts to protect the Marks and Works from improper use, including through these P&P(s).

10.6.2
Use of the Marks and Works. You may use CalerieHealth's Marks and Works only with CalerieHealth's prior written permission, which may take the form of general publication (to all BPs) or through a specific license to one or more BPs. Without limitation, CalerieHealth may require conformity with specifications, may require that materials that use CalerieHealth's Marks and/or Works be sourced from CalerieHealth or a CalerieHealth approved supplier, and may otherwise place additional conditions for the use of its Marks and Works. Any permission granted by CalerieHealth shall constitute a limited, non-exclusive, nontransferable and revocable license to use such Marks and Works solely in connection with the CalerieHealth business. Subject to conditions and specifications published or specifically provided

in writing from time to time, the Marks and Works may be used only on: (a) exterior and interior office signs; (b) all forms of vehicle signs; (c) telephone listings; (d) stationary; and (e) business cards. The foregoing notwithstanding, the use must be accompanied by the following: CalerieHealth Independent Brand Partner. For example, business cards that use the Marks must include clear and conspicuous identifiers as follows:
- BP's Name
- CalerieHealth Independent Business Partner

10.7
Disciplinary Procedure

10.7.1
Grievances and Complaints. When a BP has a grievance or complaint pertaining to another BP regarding any practice or conduct in relationship to their respective CalerieHealth businesses, the complaining BP should first report the problem to his or her Sponsor, who should review the matter and try to resolve it with the other party's Upline Sponsor. If the matter cannot be resolved, it must be reported, in writing (the "Complaint") to the Company. Upon review of the facts, the Company shall determine if a policy violation has occurred and take appropriate disciplinary action. Anonymous complaints will not be accepted or reviewed.

10.7.2
Disciplinary Actions. The Company, in its sole discretion determines whether a breach of the Policies & Procedures and/or the Terms and Conditions of the Application occurred. The Company may impose one or more of the following sanctions:

a. Issuance of a written warning or admonition;
b. Require the BP to take immediate corrective measures;
c. Impose a fine, which may be withheld from future bonuses and/or commissions;
d. Loss of rights to one or more bonus and commission checks;
e. Withhold all or part of the BP's bonuses and commissions during the period that the Company is investigating any alleged misconduct; If the BP's position is terminated following the investigation, the BP will not be entitled to recover any commissions or bonuses withheld during the investigation period;
f. Withdraw or denial of an award or recognition, or restricting participation in Company-sponsored events, either for a specified period of time or until the BP satisfies certain conditions;
g. Suspension of the individual's BP Agreement for one or more pay periods;
h. Any other measure expressly allowed within any provision of the Agreement or that CalerieHealth deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the BP's policy violation or contractual breach; and/or
i. Termination of the BP's position; and/or
j. In situations deemed appropriate, in the Company's sole discretion, instituting legal proceedings for monetary and/or equitable relief.

10.8
CalerieHealth's Privacy Practices. CalerieHealth's Data Privacy Policy is contained is available at https://calerie.com/privacy_policy/. By agreeing to these P&P(s), you consent to CalerieHealth's Data Privacy Policy and to receiving emails from CalerieHealth as well as from your Upline. You may modify your personal information (e.g., update an address, phone number or email address) at any time. You agree that CalerieHealth may share with your Upline your name, telephone number, address, email address and select sales performance data for all BPs in their Downline Organization. No Social Security Number or credit card number shall be shared with a your Upline without separate express permission by your to allow such personal information sharing. By providing your email address and telephone number, you agree to disclose your email address and telephone number to CalerieHealth as well as to your Upline. You further acknowledge that information provided that you provide to CalerieHealth will be shared with and processed by CalerieHealth's corporate office located in the US.

10.9
Choice of Law. Except as may be set forth in the Application, the formation, construction, interpretation, and enforceability of the Agreement, and all claims arising from or relating to the Agreement shall be governed by California law, without giving effect to any choice of law or conflicts of law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

10.10
Severability. If an arbitrator or court of competent jurisdiction determines any portion of the Agreement is unenforceable in any respect, then it shall enforce the remainder of the Agreement to the fullest extent permitted by law without affecting the enforceability of the remaining terms of the Agreement.

10.11
Disclaimer of Warranties. **TO THE EXTENT PERMITTED BY LAW, COMPANY MAKES ANY OTHER WARRANTY OR REPRESENTATION OF ANY KIND, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OF NON-INFRINGEMENT OF ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. IN NO EVENT WILL COMPANY'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, THIS AGREEMENT, OR ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, WHETHER ARISING UNDER THEORIES OF CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID BY BRAND PARTNERS COMPANY UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES WHATSOEVER WILL COMPANY BE LIABLE TO THE BRAND PARTNER FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.**

10.12
No Wavier. Neither the failure nor any delay by Company in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, The Company's waiver of any particular default by BP shall not affect or impair the Company's rights with respect to any subsequent default, nor shall it affect any way in the rights or obligations of any other BP. Nor shall any delay or omissions by the Company to exercise any right arising from a default affect or impair the Company's rights as to that or any subsequent default. Waiver by the Company can be affected only in writing by an authorized officer of the Company.

10.13

Entire Agreement. The Brand Partner Application and Agreement, these Policies and Procedures, the Rewards Plan, and CalerieHealth's Data Privacy Policy located at www.calerie.com constitutes the entire agreement of the parties related to the subject matter hereof.

11

CalerieHealth GLOSSARY OF TERMS

"**Brand Partner**" (also referred to as a "**BP**" herein) – is a person authorized to purchase CalerieHealth products at Brand Partner price and sell these products at retail, and to give guidance and support to Customers and Group BPs. To become a BP, a person must enroll and pay the Back-Office maintenance fee of $29.95 to be placed in the Binary Tree. This is considered as a Brand Partner. One must have a Customer that purchases CalerieHealth Products before he/she is considered an active BP. A new BP applicant is required to read and agree to the terms and conditions of the BP Application and Agreement ("**BP Application**"), these Policies and Procedures ("**P&Ps**"), the CalerieHealth Rewards Plan ("**Rewards Plan**") and CalerieHealth's Data Privacy Policy ("**CDDP**") located at www.calerie.com. Upon notification and acceptance by CalerieHealth, the BP will be entered into the CalerieHealth business software and electronic business files. By submitting the BP Application, the BP also agrees to obtain and activate a virtual wallet from the CalerieHealth website for accessing and transferring funds electronically. The personal information provided by the BP will be used only to operate and administer the BP's account consistent with the terms and conditions of CalerieHealth's Data Privacy Policy.

"**CalerieHealth Products"** (also referred to as "**Products**" herein) **–** products and other related items which may be introduced from time to time by CalerieHealth for purchase by Brand Partners and Valued Customers at Brand Partner price and Retail Customer at retail price.

"**CalerieHealth Rewards Plan"** (also referred to as **"Rewards Plan"** herein) - is an innovative compensation plan designed to help provide a financial rewards opportunity based on a business builders activity. The CalerieHealth Rewards Plan offers an array of bonus opportunities that financially reward Brand Partners in proportion to their efforts in building both a Customer base in addition to a strong sales organization. Brand Partners have the opportunity to build multiple income streams and earn rewards for their acquisition of Customers in addition to building and training a robust downline organization and train other Brand Partners in their organization to do the same.

"**Customer**" - is a person who is introduced to the Company by a Brand Partner. Customers are required to comply with the terms and conditions set forth on the enrollment form. After the enrollment form is accepted by the Company at its principal place of business, it is assigned a Customer account number. The Customer account number is used to identify the Customer for the purpose of purchasing Company Product(s) directly from the Company at Customer Pricing. At the time of enrollment, the Customer membership fee is free. Customers must order under their own account number. Customers do not participate in the Rewards Plan and therefore do not earn commissions or bonuses of any kind. However, from time-to-time, the Company may offer limited promotional discounts on certain Products to Customers. There is no annual renewal requirement for Customers. Customers must complete and submit a BP Application should they wish to become a CalerieHealth Brand Partner and participate in the Rewards Plan. There may be only one Customer account per household and may not be registered as a business entity.

"Downline Organization" - means in relation to a Brand Partner, any Brand Partners sponsored by him or her, either directly or through one or more intermediate Brand Partners.

"Network Marketing" - is sharing the CalerieHealth opportunity with potential prospects. As a CalerieHealth BP, you enroll other BP's in your CalerieHealth Downline Organization by sharing CalerieHealth's products and Rewards Plan with other people and showing them how they too, can use CalerieHealth Products to become a CalerieHealth BP, and build a Downline Organization. Before a CalerieHealth BP can sponsor a person into CalerieHealth, that person must be familiar with the Products, the Rewards Plan and enroll first as a Customer. Any person you sponsor into the CalerieHealth BP Program shall fill out a BP Application. The BP applicant shall also note the name of the Sponsor on the BP Application. All CalerieHealth BPs shall fairly and completely explain the Rewards Plan to prospective BPs, shall not misrepresent any aspect of the Rewards Plan, and shall not attempt to limit the rights of any prospective BP under the Rewards Plan. BPs shall not be given credit for sponsoring new BPs if they do not fully comply with the provisions in the Agreement.

"Agreement"- is the contract between the Company and each BP, which includes the BP Agreement, the CalerieHealth Policies and Procedures, and the CalerieHealth Compensation Plan, all in their current form and as mended by CalerieHealth in its sole and Procedures, and the CalerieHealth Compensation Plan, all in their current form and as mended by CalerieHealth in its sole discretion. Those documents are collectively referred to as "Agreement".

"Cancel" is the termination of an BP's business. Cancellation may be either Voluntary, involuntary, or through non-renewal.

"Compensation Plan" is the guidelines and referenced literature for describing how BP can generate commissions and bonuses.

"**Organization**" is the Customers and BPs placed below a particular BP.

"**Official CalerieHealth Material**" -Literature, audio or video tapes, and other materials developed printed, published, and distributed by CalerieHealth to BP.

"**Placement**" is your position inside your Sponsor's organization.

"**Recruit**" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another CalerieHealth BP or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

"Sponsor"- An BP who enrolls a Customer, Retailer, or another BP into the Company, and is listed as the Sponsor on the BP Agreement. The act of enrolling others and training them to become BPs is called "sponsoring."

"**Upline**": This term refers to the BP or BPs above a particular BP in a sponsorship line up to the Company. It is the line of sponsors that links any particular BP to the Company.

APPENDIX A

INCOME & LIFESTYLE CLAIMS

BPs shall not make claims or representations of potential or guaranteed income or profits in connection with the CalerieHealth Rewards Plan. Any amounts that BPs earn through the CalerieHealth Rewards Plan are based only on the sale of CalerieHealth Products and not on the mere act of sponsoring other Brand Partners. The Federal Trade Commission and several states have laws and/or regulations that prohibit certain types of income claims and testimonials by persons engaged in direct selling/network marketing. When discussing the CalerieHealth Rewards Plan with other BPs or prospective BPs may not use any form of income claim.

The following are considered income claims by the Federal Trade Commission and are strictly prohibited:

- Projections, claims or estimates regarding BP or other BP(s) earnings;
- Showing copies of payment stubs or showing another individual your electronic wallet balance and/or bank statements or those of other successful CalerieHealth Brand Partners.
- Prohibited Lifestyle claims - My CalerieHealth business:
- allowed me to buy a house; luxury car, exotic vacations (statements alone or depicted with such luxury items);
- allowed me to quit my full-time job, retire from my job, allow my spouse to quit his job, replace my full-time income; become debt-free;
- become a stay at home parent;
- travel the world; etc.

Any discussion of prospective income that might be earned as a CalerieHealth BP must be accompanied by the then-current CalerieHealth Income Disclosure Statement ("**IDS**").

Hypothetical income examples must be typical and clearly indicated as such; and the IDS must be provided in all instances. This must be provided as the actual document or a link to the actual document. Any writings, including social media personal posts and profiles, email signature blocks, or written personal stories that include any lifestyle claim must include the following statement which must include a direct link to the IDS:

"This is my personal story; for info re: typical earnings click here."

For platforms that do not allow documents to be linked directly, please use this disclaimer:

"This is my unique story, for info re: typical earnings, search CalerieHealth's IDS.'"

A copy of the IDS should be handed out if speaking about lifestyle claims during in person meetings. Further, posting a picture or message proclaiming your lifestyle success and tying it to CalerieHealth either by explicitly referring to CalerieHealth or by saying "my company," "the company," or when using any implicating hashtags (i.e. #Caleriedebtfree, #Caleriemillionaire, #ThankyouCalerie, etc.), you must include the above disclaimer.

APPENDIX B

Internet and Social Media Guidelines

SOCIAL NETWORKING AND SOCIAL MEDIA

Brand Partners may join social networking sites, online forums, discussion groups, blogs, and other forms of Internet communication to leverage the power of the Company's brand and to communicate the benefits of the Products. Online social pages belonging to a BP may be used to drive traffic to a BP's CalerieHealth Website ("BPCW") or to the Company's official website. Social pages belonging to Influencers or other companies or brands may not be used to drive traffic to a BPCW. Social networks include but are not limited to such sites as Reddit, TikTok, Facebook, Instagram, Pinterest, LinkedIn, Twitter, etc.

In any such post, Brand Partners must state that they are a CalerieHealth Independent Brand Partner. When participating in such social media communities, BP's should refrain from inappropriate conversations, comments, images, video, audio, product and/or income claims. BP's who violate this policy will be subject to disciplinary action.

BPs may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. BP's comments must create or leave useful, unique, relevant and specific to the blog's article. BPs who use social networking sites must also comply with the rules associated with that particular website or network and are mare responsible for knowing these rules before participating. Statements and claims in connection with CalerieHealth, its Products, CalerieHealth Rewards Plan are subject to the Indemnification provision herein. For example, some sites prohibit users from advertising products or promoting financial opportunities.Federal and state agencies have established guidelines and rules for what may and may not be communicated and even a BP's personal experience may not conform to these regulatory guidelines. BPs who provide testimonials on social networking sites and otherwise on the Internet are responsible for ensuring that their testimonials comply with all applicable laws and regulations.

BPs shall not: (i) make any specific income claim or commitment to any amount of income that others may realize as a CalerieHealth BP; make any guarantee of success claims; or (iii) suggest that a specific amount of inventory must be purchased at the time of enrollment. BPs may describe, in general terms, the positive impact of CalerieHealth on their lifestyle or the positive visible results they have personally experienced from using Products provided such statements adhere to these Policies and Procedures. Section 6d regarding Income Claims are met.

Additional Rules for Social Media:

Brand Partners are personally responsible for their postings and all other online activity that relates to CalerieHealth. As a result, if a BP does not own or operate a blog or social media site, if a BP makes a post that relates to CalerieHealth or which can be traced to CalerieHealth, the BP is responsible for the posting. BPs are also responsible for postings which occur on any blog or social media site that the BP owns, operates or controls. CalerieHealth reserves the right to require the removal of non-compliant or infringing posts from any BP's social media pages and may terminate the BP Agreement of any BP who materially or repeatedly breaches this section.

APPENDIX C

SPECIAL PROVISIONS FOR BRAND PARTNERS IN GEORGIA, LOUISIANA, MASSACHUSETTS, AND MONTANA

Residents of Georgia, Louisiana, Massachusetts, Wyoming, Montana, and other states that may specifically require the following: a Brand Partner in this multilevel marketing plan has the right to cancel at any time regardless of reason. Cancellation must be submitted in writing to CalerieHealth either by postal delivery, fax or through email. If a Brand Partner purchased product for administrative services while this Agreement was in effect, taking into consideration any sales made by or through such Brand Partner prior to the Brand Partner's decision to cancel, CalerieHealth shall repurchase all Product and marketing material in reasonable, resalable, or reusable condition that was acquired by the Brand Partner directly from CalerieHealth. The repurchase price of Products and marketing materials shall be at a price of no less than ninety percent (90%) of the original cost minus any freight charges and Commissions paid to that Brand Partner. The repayment of all administrative fees and services shall be at not less than ninety percent (90%) of the cost to the Brand Partner of such fees and services and shall reflect all administrative services that have not, at the time the Brand Partner submits his or her intent to cancel the Agreement, been provided to the Brand Partner. CalerieHealth shall also refund not less than ninety percent (90%) of the cost to the Brand Partner of any other consideration paid by the Brand Partner to participate n order to participate in the program. The Brand Partner is responsible for return shipping costs incurred in the return of such Products and sales materials to the Company.

APPENDIX D

CODE OF ETHICS

CalerieHealth has made a commitment to provide the finest direct sales experience backed by impeccable service to its BPs. In turn, the company expects CalerieHealth BPs to reflect that image in their relationships with Customers and fellow BPs.

As a CalerieHealth Brand Partner, you are expected to operate your business according to the highest standards of integrity and fair practice in your role as a CalerieHealth BP. Failure to comply with the Code of Ethics can result in your termination as a CalerieHealth BP. The Code of Ethics, therefore, states:

As a Brand Partner:

- **I will conduct my business in an honest, ethical manner at all times.**
- **I will make no representations about the benefits of being a Brand Partner with CalerieHealth other than those contained in officially approved corporate literature and videos.**
- **I will provide support and encouragement to my Customers to help ensure that their experience with CalerieHealth is a successful one.**
- **I will motivate and actively work with Brand Partners in my downline organization to help them build their CalerieHealth business. I understand that that this support is critical to help each Brand Partner's to grow their business.**
- **I will not make misrepresentations about the income potential in general and will stress to Brand Partner prospects the level of effort, hard work and commitment required to possibly succeed in the business.**
- **I will not abuse the goodwill of my association with CalerieHealth to further or promote other business interests (particularly those which may be competitive to CalerieHealth) without the prior written consent of CalerieHealth.**
- **I will not make disparaging remarks about other products, services, Brand Partners, or competitors; and will likewise will not willfully denigrate the activities or personalities of fellow CalerieHealth Brand Partners.**
- **I will abide by all of the terms of the Agreement, including those Policies and Procedures of CalerieHealth as included herein, or as may be amended from time to time.**
- **I will not make any payment(s) or promise to pay any prospective or existing Brand Partner or promise anything in return for such Brand Partner's enrollment, continued enrollment, or team building or recruiting activities with CalerieHealth.**
- **I will strive to sell and promote CalerieHealth's Products in a professional manner to end user retail Customers.**
- **I must show fairness, tolerance, and respect to all people associated with CalerieHealth, regardless of race, gender, social class or religion, thereby fostering a "positive atmosphere" of teamwork, good morale and community spirit.**
- **I strive to resolve business issues, including situations with upline and downline BPs, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.**

CalerieLife™

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* These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.

We are proud members of the Direct Selling Association. View the Code of Ethics here.

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CalerieLife™ is committed to providing a website that is accessible to the widest possible audience, regardless of technology or ability. We are actively working to increase the accessibility and usability of our website and in doing so adhere to many of the available standards and guidelines.

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