



**amare**<sup>®</sup>  
GLOBAL

THE MENTAL WELLNESS  
COMPANY



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# Policy Manual Version 3.00

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## 1.0 INTRODUCTIONS

### 1.1 Mutual Commitment Statement

- A. Amare Global recognizes that in order to develop a long-term and mutually rewarding relationship with its sales participants (“Wellness Partner(s)”) and Customers, Amare Global and its Wellness Partners must acknowledge and respect the true nature of the relationship and support the Customers.
- B. This Amare Global Policy Manual has been incorporated into and made part of the Terms and Conditions of the Wellness Partner Agreement Form. This Policy Manual, the Wellness Partner Agreement Form, the Business Application Addendum, and Amare Global Compensation Plan constitute the entire agreement (“Agreement”) between Amare Global (“Company”) and the Wellness Partner. The Agreement or any part thereof may be amended by the Company in accordance with the provisions herein.
- C. It is the responsibility of the Sponsoring Wellness Partner to provide the most current version of the Policy Manual and the Amare Global Compensation Plan to each applicant prior to his, her and/or its execution of a Wellness Partner Agreement.

### 1.2 Purpose of Policies

Amare Global is a direct sales company that markets products and services through a network of business owners. To clearly define the relationship that exists between Wellness Partners and Amare Global, and to explicitly set a standard for acceptable business conduct, Amare Global has established this Policy Manual.

- A. Amare Global Wellness Partners are required to comply with: (i) all of the Terms and Conditions set forth in the Wellness Partner Agreement, which Amare Global may amend from time to time in its sole discretion; (ii) all federal, state, and/or local laws governing his, her and/or its Amare Global business; and (iii) this Policy Manual.
- B. Amare Global Wellness Partners must review the information in this Policy Manual carefully. Should a Wellness Partner have any questions regarding a policy or rule, the Wellness Partner is encouraged to seek an answer from their Sponsor or any other upline Wellness Partner. If further clarification is needed the Wellness Partner may contact Amare Global Customer Experience Team.

### 1.3 Amare Global’s Mission and Values

- A. Amare Global commits to:
  - I. Provide prompt, professional and courteous service and communications to all of its Wellness Partners and Customers;
  - II. Provide the highest level of quality natural products, at fair and reasonable prices;

- III. Create natural mental wellness products that empower people to live happier and healthier lives.
  - IV. Provide education and knowledge to all regarding the benefits of mental wellness for all that are interested.
  - V. Offer Wellness Partners an opportunity to grow with Amare Global with such growth guided by the principles of Servant Leadership.
  - VI. Support, protect and defend the integrity of the Amare Global Business Opportunity.
- B. Amare Global will always conduct business in alignment with our core values of Love, Integrity, Service, Innovation, and Humility. These values are shared among all those we partner with from our Customers, Wellness Partners, employees and business relationships. Amare Global will live each and every value to positively change each person to:
- I. Live and act in accordance with Amare Global's core values whenever representing Amare Global;
  - II. Conduct themselves in a professional, honest, and considerate manner with a spirit of respect and service;
  - III. Celebrate the successes of all people around you and give positive recognition whenever possible;
  - IV. Work hard and persevere through all obstacles and challenges on your journey;
  - V. Be uplifting and a positive influence to others to motivate and lead others on their journey;
  - VI. Smile, laugh, and have fun.
- C. Wellness Partners that represent Amare Global will do so with integrity in accordance with this Policy Manual. Wellness Partners will:
- I. Present Amare Global Corporate and product information in an accurate and professional manner;
  - II. Present the Compensation Plan and Return Policy in a complete and accurate manner;
  - III. Not make exaggerated product claims or income claims;
  - IV. Make reasonable effort(s) to support and train other Wellness Partners and customers in their downline;

- V. Not engage in cross-line recruiting, unhealthy competition or unethical business practices;
  - VI. Provide positive guidance and training to Wellness Partners and customers in their downline while exercising caution to avoid interference with other downlines. As such, a Wellness Partner is discouraged from providing cross-line training to a Wellness Partner or Customer in a different organization without first obtaining consent of the Wellness Partner's or Customer's upline leader;
  - VII. Support, protect, and defend the integrity of the Amare Global Business Opportunity;
  - VIII. Accurately complete and submit the Wellness Partner Agreement and any requested supporting documentation in a timely manner.
- D. Amare Global commits to represent reliability, structure, and efficiency to ensure:
- I. Deliver orders promptly and accurately;
  - II. Exchange or refund the purchase price of any product, service or membership as provided in our Return Policy;
  - III. Pay commissions accurately and on a timely basis;
  - IV. Expedite orders or checks if an error or unreasonable delay occurs;
  - V. Roll out new products and programs with Wellness Partner input and planning;
  - VI. Implement changes in the Compensation Plan or Policy Manual that affect the Wellness Partner and Customers with input from the Wellness Partners;

## 2.0 DEFINITIONS

**ACTIVE:** A Customer who has purchase or Wellness Partner who has sold Amare Global products within the past twelve months.

**ACTIVE WELLNESS PARTNER:** One who satisfies the minimum volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

**AGREEMENT:** The contract between Amare Global and each Wellness Partner; includes the Wellness Partner, the Amare Global Policy Manual, and the Amare Global Compensation Plan, all in their current form and as amended by Amare Global in its sole discretion. These documents are collectively referred to as the "Agreement."

**ANNUAL MEMBERSHIP FEE:** A fee that is required to be paid to the Company to renew his or her membership each year on the anniversary signup date.

**CANCEL:** The termination of a Wellness Partner’s business. Cancellation may be either voluntary, involuntary, or through non-renewal.

**COMPENSATION PLAN:** The guidelines and referenced literature for describing how Wellness Partners can generate commissions and bonuses.

**CURRENTLY MARKETABLE:** Products shall be deemed “resalable” if each of the following elements is satisfied: (i) they are unopened and unused; (ii) original packaging and labelling has not been altered or damaged; (iii) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and (iv) the product contains current Amare Global labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

**CUSTOMER:** A Customer who purchases Amare Global products and does not engage in building a business or retailing product.

**DISTRIBUTORSHIP:** The ability to be a Wellness Partner and represent Amare Global, re-sell Amare Global products and services, and participate in promotions, programs specific to Wellness Partners.

**FRONTLINE:** Customers or Wellness Partners are considered Frontline if they are placed directly below their Enroller in the Enroller’s downline on level 1.

**LINE OF SPONSORSHIP (LOS):** A report generated by Amare Global that provides critical data relating to the identities of Wellness Partners, sales information, and enrolment activity of each Wellness Partner’s organization. This report contains confidential and trade secret information which is proprietary to Amare Global.

**ORGANIZATION:** The Customers and Wellness Partners placed below a Wellness Partner.

**OFFICIAL AMARE GLOBAL MATERIAL:** Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Amare Global Wellness Partners.

**PLACEMENT:** Your position inside your Sponsor’s organization.

**RECRUIT:** For purposes of Amare Global’s Conflict of Interest Policy, the term “Recruit” means the actual or attempted solicitation, or influence in any way, either directly, indirectly, or through a third party, another Amare Global Wellness Partner or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

**REPLICATED WEBSITE:** A website provided to Wellness Partners by Amare Global for the purpose of sponsoring and selling Amare Global products and services.

**SPONSOR:** A Wellness Partner who enrolls a Customer or another Wellness Partner into Amare Global, and is listed as the Sponsor on the Wellness Partner Agreement. The act of enrolling others and training them to



become Wellness Partner is called “sponsoring.” Another term for Sponsor is Enroller.

**UPLINE:** This term refers to the Wellness Partners above a particular Wellness Partner in a sponsorship line up to the Amare Global. It is the line of sponsors that links any particular Wellness Partner to the Amare Global.

**WELLNESS PARTNER:** An individual who purchases product, generates retail sales and business building commissions. Only Wellness Partners have the authority to sponsor other Wellness Partners and participate in the Amare Global Compensation Plan.

## 3.0 ETHICS

### 3.1 Code of Ethics

- A. Amare Global expects and requires Wellness Partners to conduct themselves in accordance with the highest standards of ethical behavior and respect to all they work with. Wellness Partners will follow these ethical behaviors whenever representing Amare Global and its products. Amare Global endorses the following Code of Ethics:
- I. An Amare Global Wellness Partner must show fairness, tolerance, and be respectful of every person associated with Amare Global, regardless of race, gender, social class or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.
  - II. Amare Global Wellness Partners shall give support and encouragement to all to provide a meaningful and rewarding experience with Amare Global.
  - III. A Wellness Partner shall strive to resolve business issues, including situations with upline and downline Wellness Partners, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
  - IV. Amare Global Wellness Partners must do business in an honest, responsible, professional and conduct themselves with integrity.
  - V. Amare Global Wellness Partners shall not make disparaging statements about Amare Global, other Wellness Partners, Amare Global employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others.
  - VI. Wellness Partners should not act or behave in any manner that would bring disrespect or embarrassment to Amare Global, its corporate officers, employees, themselves, or other Wellness Partners.
  - VII. Wellness Partners must not cause loss, harm, or embarrassment to their Organization or Amare Global. They must act quickly to rectify any issues.
  - VIII. Be truthful in representing Amare Global products and the business opportunity. Do not make

disease claims or exaggerated opportunity claims. Wellness Partners will accurately represent the sales compensation plan and be honest in explaining the income. The use of a Wellness Partner's own income to communicate potential success is not allowed.

IX. Abide by all Policy Manual as they are currently found in and future revisions of this and the other Agreement documents.

B. Amare Global may take appropriate action against a Wellness Partner if it determines, in its sole discretion, that a Wellness Partner's conduct is detrimental, disruptive, or injurious to Amare Global or to other Wellness Partners.

### **3.2 Constructive Criticism**

A. Amare Global desires to provide its independent Wellness Partners with the best products and services and Compensation Plan in the industry. Accordingly, Amare Global values constructive criticism and encourages the submission of written comments addressed to Amare Global Compliance Department.

B. Negative and disparaging comments about Amare Global, its products or Compensation Plan, by Wellness Partners made to Amare Global, in the Field or at Amare Global meetings or events, or disruptive behavior at Amare Global meetings or events, serve no purpose other than to dampen the enthusiasm of other Amare Global Wellness Partners. Amare Global Wellness Partners must not belittle Amare Global, other Amare Global Wellness Partners, Amare Global products or services, the Compensation Plan, or Amare Global directors, officers, or employees, product suppliers or agents. Such conduct represents a material breach of this Policy Manual and may be subject to sanctions as deemed appropriate by Amare Global.

## **4.0 BECOMING AN AMARE GLOBAL WELLNESS PARTNER OR PREFERRED CUSTOMER**

### **4.1 Basic Principles**

A. The relationship between Wellness Partners and Customers are the highly cherished at Amare Global. The Company empowers Wellness Partners to share life-changing products, opportunity, and experiences with all.

B. To become a Wellness Partner, an applicant must comply with the following requirements:

I. Be 18 years of age (not a minor) in his or her state of residence;

II. Reside or have a valid address in the United States or U.S. territory;

III. Have a valid taxpayer identification number (i.e. Social Security Number, Federal Tax ID Number, etc.);

- a. Submit a properly completed and signed Wellness Partner Agreement to Amare Global within 30 days of the date of the Agreement. See Wellness Partner Registration for more details;
  - IV. Not be an Amare Global employee, the spouse of an Amare Global employee or related to an employee of Amare Global and living in the same household as such Amare Global employee;
  - V. Pay a non-refundable Wellness Partner Annual Membership Fee.
- C. To become a Customer, an applicant must comply with the following requirements:
- I. Be 18 years of age (not a minor) in his or her state of residence;
  - II. Reside or have a valid address in the United States or U.S. territory;
  - III. Unique billing information, email address, and phone number;
  - IV. Pay a non-refundable Preferred Customer Annual Membership Fee.
- D. A Customer may at any time become a Wellness Partner by signing and completing the Wellness Partner Agreement.

#### **4.2 New Wellness Partner Registration**

- A. A potential Wellness Partner may self-enroll on the Sponsor’s website. In such event, instead of a physically signed Wellness Partner Agreement, Amare Global will accept the web-enrollment and Wellness Partner Agreement by accepting the “electronic signature” stating the new Wellness Partner has accepted the Terms and Conditions of such Wellness Partner Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Wellness Partner and Amare Global.
- B. Amare Global reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested, the signed Wellness Partner Agreement must be received by Amare Global within fourteen (14) days of enrollment.
- D. Signed documents, including, but not limited to, Wellness Partner personal 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 Wellness Partner’s Distributorship.
- E. Amare Global reserves the right to approve or decline submitted Application or online sign-up.

- F. An incomplete, incorrect, or fraudulent Application will be deemed invalid from its inception.

### **4.3 Rights Granted**

- A. Amare Global hereby grants to the Wellness Partner a non-exclusive right, based upon the Terms and Conditions contained in the Policy Manual, to:
  - I. Purchase Amare Global products and services;
  - II. Promote and sell Amare Global products and services; and
  - III. Sponsor new Wellness Partners and Customers in the United States and in countries where Amare Global may become established after the effective date of this Agreement.

### **4.4 Identification Numbers**

- A. Each Wellness Partner is required to provide his or her Social Security Number, Employer Identification Number (EIN), or Federal Tax Identification Number, if located in the United States or any of its territories, to Amare Global on the Wellness Partner Agreement. Amare Global reserves the right to withhold commission payments from any Wellness Partner who fails to provide such information or who provides false information.
- B. Upon enrollment, Amare Global will provide an Amare Global Identification Number to the Wellness Partner. This number will be used to place orders, structure organizations, and track commissions and bonuses.

### **4.5 Contract term and Renewal**

- A. The Wellness Partner is provided a cooling-off period of three working days from the date of the start of the Agreement during which the Wellness Partner may cancel their Agreement, return their starter kit, membership fee, and any products purchased for a full refund.
- B. The term of the Agreement for Wellness Partners is automatically renewed each year.
- C. The Wellness Partner agrees to pay Annual Membership Fee on or before the anniversary date of the Agreement. The Wellness Partner authorizes the Company to automatically charge the credit card on file to renew the Agreement with the Company. The Company may elect to add the Annual Membership Fee to the next product order.
- D. A Wellness Partner who does not have a Downline on the renewal date may be renewed as a Customer.

### **4.6 Business Entities**

- A. A corporation, partnership, LLC, or trust (collectively referred to as a “Business Entity”) may apply

to be an Amare Global Wellness Partner. This Wellness Partner business and position will remain temporary until the proper documents are submitted. The Business Entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. Amare Global must receive these documents within fourteen (14) days from the date the Wellness Partner Agreement was signed. The signup of a business entity cannot be completed online.

- B. An Amare Global Wellness Partner may change their status under the same Sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.
- C. Each Co-applicant is bound to the entire Distributorship such that the action or consent of one applies to the entire Distributorship.

#### **4.7 One Amare Global Business per Wellness Partner**

- A. A Wellness Partner may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Amare Global business. No individual may have, operate or receive compensation from more than one Amare Global businesses. **Simultaneous Interests in multiple Distributorships is prohibited.**
- B. Individuals of the same family may each enter into or have an interest in their own separate Amare Global businesses, only if each subsequent family position is placed frontline to the first family member enrolled.
- C. Married spouses must be enrolled under one Distributorship and cannot own a beneficial interest in a Customer account.
- D. An individual that is enrolled as a Customer may only convert their existing account to a Wellness Partner and shall not create a separate Agreement with Amare Global. Amare Global may take appropriate action against a Wellness Partner if it determines, in its sole discretion, that a Wellness Partner is attempting to manipulate the sales compensation plan, promotions through multiple or duplicate accounts that would damage to Amare Global.

#### **4.8 Independent Business Relationship; Indemnification for Actions**

- A. The Wellness Partner is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each Wellness Partner's success depends on his or her independent efforts.
- B. The Agreement between Amare Global and its Wellness Partners does not create an employer/employee relationship, agency, partnership, or joint venture between Amare Global and the Wellness Partner.
- C. A Wellness Partner shall not be treated as an employee of Amare Global for any purposes, including, without limitation, for federal or state tax purposes. All Wellness Partners are responsible for paying local, state, and federal taxes due from all compensation earned as a Wellness Partner

of Amare Global. Any other compensation received by Wellness Partners from Amare Global will be governed by applicable U.S. tax laws (or the tax laws of any other applicable jurisdiction). The Wellness Partner has no express or implied authority to bind Amare Global to any obligation or to make any commitments by or on behalf of Amare Global. Each Wellness Partner, whether acting as management of a Business Entity or represented as an individual, shall establish his or her own goals, hours, and methods of operation and sale, so long as he or she complies with the Terms of the Wellness Partner Agreement, this Policy Manual and applicable state and federal laws.

- D. The Wellness Partner is fully responsible for all of his or her verbal and written communications made regarding Amare Global products, services, and the Compensation Plan that are not expressly contained within official Amare Global materials. Wellness Partners shall indemnify and hold harmless Amare Global, its directors, officers, employees, product suppliers and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by Amare Global as a result of the Wellness Partner's unauthorized representations or actions. This Provision shall survive the termination of the Wellness Partner Agreement.
- E. It is prohibited for a Wellness Partner to obtain any debt, expense, obligation, or create a checking account on behalf of, for, or in the Amare Global name.
- F. Wellness Partners are responsible for paying all expenses they incur in the operation of their Amare Global business. These expenses include and are not limited to travel, food, lodging, office fees. As an Independent Business Owner, Wellness Partners control the manner which they operate their Amare Global business, subject to the terms and conditions of this Agreement.
- G. The Company does not categorize Wellness Partners as employees for reasons pertaining to state or federal taxes. Wellness Partners therefore understand and affirm that the Company will not bear the responsibility of withholding and will not withhold or deduct bonuses and commissions FICA, or any taxes, unless certain withholdings as required by law.

#### **4.9 Actions of Household Members or Affiliated Parties**

If any member of a Wellness Partner's immediate household engages in any activity which, if performed by the Wellness Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Wellness Partner and Amare Global may take disciplinary action pursuant to this Policy Manual against the Wellness Partner. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Amare Global may take disciplinary action against the Business Entity. Likewise, if a Wellness Partner enrolls in Amare Global as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the Terms and Conditions of the Agreement. These Affiliated Parties cannot be co-applicants or beneficiaries of a separate Amare Global Distributorship.

#### **4.10 Insurance**

- A. Business Pursuits Coverage. Amare Global encourages Wellness Partners to arrange insurance

coverage for their business. A homeowner's insurance policy does not cover business related injuries, or the theft of, or damage to, inventory or business equipment. Amare Global Wellness Partners need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

#### **4.11 Adherence to Laws and Ordinances**

- A. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Wellness Partners because of the nature of the business. However, Wellness Partners must check their local laws and obey the laws that do apply to them.
- B. An Amare Global Wellness Partner shall comply with all federal, state, and local laws and regulations in their conduct of his or her Amare Global business.

#### **4.12 Compliance with Applicable Income Tax Laws**

- A. Amare Global will automatically provide a complete 1099 Miscellaneous Income Tax form (nonemployee compensation) to each US Wellness Partner whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of Amare Global products for resale, 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 Wellness Partner, and a minimum charge of \$20 may be assessed by Amare Global. Amare Global Wellness Partners are responsible for the payment of taxes on these trips, prizes, or awards provided to them by Amare Global.
- B. A Wellness Partner accepts sole responsibility for and agrees to pay all federal, state, and local taxes on any income generated as an independent Wellness Partner, and further agrees to indemnify Amare Global from any failure to pay such tax amounts when due.
- C. Wellness Partners are responsible to submit the IRS form W-9 should a Wellness Partner earn more than \$600 in bonuses, commissions, or awards in a calendar year. Amare reserves the right to withhold commissions if proper documentations is not received.
- D. If a Wellness Partner's business is tax exempt, the Federal Tax Identification number must be provided to Amare Global in writing.
- E. Amare Global encourages all Wellness Partners to consult with a tax advisor for additional information for their business.

#### **4.13 Recognition**

- A. Amare Global may recognize Wellness Partners based upon criteria and requirements from time to time. Recognition may occur at selected events, conventions, publications, and magazines. The Wellness Partner's highest career Rank will typically be used for recognition if they achieved that rank at least three out of twelve of the most recent months. New rank advancements are

exceptions to this condition.

## **5.0 WELLNESS PARTNER RESPONSIBILITIES**

### **5.1 Training and Leadership**

- A. To be a successful Enroller or Sponsor and leader, a Wellness Partner should perform the following responsibilities:
- I. Provide regular training, guidance, encouragement, and support to the Wellness Partner's Organization.
  - II. Maintain constant contact within the Wellness Partner's Organization to ensure effective communication. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voicemail, e-mail, personal meetings, accompaniment of downline Wellness Partners to Amare Global meetings, training sessions and any other related functions.
  - III. Motivate and train new Wellness Partners about Amare Global's products and services, effective sales techniques, the Amare Global Compensation Plan and compliance with company Policy Manual.
  - IV. Make constant effort to ensure that all Wellness Partners understand and comply with the terms and conditions of the Agreement and applicable national and local laws, ordinances, and regulations;
  - V. Intervene in any disputes between all members of the Wellness Partner's organization to resolve the dispute quickly in the most favorable outcome to all parties;
  - VI. Provide training to ensure that product sales and opportunity meetings conducted by the Wellness Partner's Organization are conducted in accordance with the Agreement and in accordance with any applicable laws, ordinances, and regulations;
  - VII. Monitor the Wellness Partners in his or her downline organizations to ensure that downline Wellness Partners do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such Wellness Partner should be able to provide documented evidence to Amare Global of his or her ongoing fulfillment of the responsibilities of a Sponsor.
- B. Marketing product is a required activity in Amare Global and must be emphasized in all recruiting presentations.

### **5.2 Correct Addresses**

- A. It is the responsibility of the Wellness Partner or Customer to make sure Amare Global has the correct shipping address before any orders are shipped.



- B. A Wellness Partner or Customer will need to allow up to thirty (30) days for processing after the notice of address change has been received by Amare Global.
- C. A Wellness Partner or Customer may be assessed a \$20 fee for returned shipments due to an incorrect shipping address.

### **5.3 Maintain Accurate Information**

- A. Wellness Partners must notify Amare Global of any changes to personal information to ensure the most current information on file. All changes to existing forms and agreements must be submitted to Amare Global.

### **5.4 Sponsorship**

- A. The Enroller is the person who introduces a Wellness Partner or Customer to Amare Global, helps them complete their enrollment, and supports and trains those in their downline.
- B. Amare Global recognizes the Enroller as the name(s) shown on the first:
  - I. Physically signed Amare Global Wellness Partner Agreement on file; or
  - II. Electronically signed Wellness Partner Agreement from a website or an Amare Global Wellness Partners replicated website.
- C. A Wellness Partner Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e. Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by Amare Global.
- D. Amare Global recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Amare Global will not allow Wellness Partners to engage in unethical sponsoring activities.
- E. All active Wellness Partners in good standing have the right to Sponsor and enroll others into Amare Global. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Wellness Partner will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Wellness Partner who presented a comprehensive introduction to Amare Global products or business opportunity.
- F. A Wellness Partner is entitled to enroll or sponsor other Wellness Partners only in Markets that are approved by Amare Global.
- G. A Protected Prospect is a guest of any Amare Global Wellness Partner or Customer who attended an Amare Global event or conference call. For sixty (60) days following the event, a Protected Prospect cannot be solicited or sponsored by any other Amare Global Wellness Partner who attended the

same event. An Amare Global event can be defined as the following:

- I. Any Amare Global training session;
- II. Conference call;
- III. Fly-in meeting; or
- IV. Presentation, including but not limited to an Amare Global at home presentation, whether sponsored by Amare Global, a Wellness Partner, a Customer, or an agent or agency designated by Amare Global.

### **5.5 Cross Sponsoring Prohibition**

- A. “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Wellness Partner Agreement. Actual or attempted cross sponsoring is prohibited. If cross sponsoring is verified by Amare Global, sanctions up to and including termination of a Wellness Partner’s position may be imposed. Cross sponsoring applies to all Customers, Wellness Partners that has an Agreement with Amare Global within the past six months, or if the Wellness Partner has a rank of Gold Heart Mentor within the past twelve months.
- B. This Policy does not prohibit the transfer of an Amare Global business in accordance with Amare Global Sale or Transfer Policy set forth in these Policies.

### **5.6 Unethical Sponsoring Prohibition**

- A. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new Wellness Partner from another Wellness Partner or influencing another Wellness Partner to transfer to a different sponsor.
- B. Allegations of unethical sponsoring must be reported in writing to the Amare Global Compliance Department within the first 90 days of enrollment. If the reports are substantiated, Amare Global may transfer the Wellness Partner or the Wellness Partner’s downline to another sponsor, Placement or organization without approval from the current up-line Sponsor or Placement Wellness Partners. Amare Global remains the final authority in such cases.
- C. Amare Global prohibits the act of “Stacking.” Stacking is the unauthorized manipulation of the Amare Global compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Wellness Partner in an unearned manner. One example of stacking occurs when a Sponsor place participants under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent consultant positions of all individuals and/or entities found to be directly involved.

- D. Should Wellness Partners engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Amare Global 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 a Wellness Partner alleging that they engaged in inappropriate recruiting activity of another company's sales force or Customers, Amare Global will not pay any of Wellness Partner's defence costs or legal fees, nor will Amare Global indemnify the Wellness Partner for any judgment, award, or settlement. Wellness Partner is solely responsible for understanding the policies and procedures of the other direct sales company.
- E. The use of a Spouse's or relative's name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this or any policy identified in this Agreement is prohibited.

### **5.7 Solicitation for Other Companies or Products**

- A. An Amare Global Wellness Partner may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the Term of this Agreement and for one (1) year thereafter, an Amare Global Wellness Partner may not recruit any Amare Global Wellness Partner or Customer for any other direct sales or network marketing business, unless that Wellness Partner or Customer was personally sponsored by such Wellness Partner.
- B. The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Wellness Partner or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Wellness Partner's actions are in response to an inquiry made by another Wellness Partner or Customer.
- C. During the term of this Agreement and for a period of six (6) months thereafter, any Amare Global Wellness Partner must not sell, or entice others to sell, products or services in the same category as an Amare Global product or service, including training materials, to Amare Global Customers or Wellness Partners. For rank Gold Heart or higher, the period length is twelve (12) months. This provision does not apply where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons).
- D. However, a Wellness Partner may sell non-competing products or services to Amare Global Customers and Wellness Partners that they personally sponsored.
- E. A Wellness Partner may not display or bundle Amare Global products or services, in sales literature, on a website or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Wellness Partner into believing there is a relationship between the Amare Global and non-Amare Global products and services.
- F. An Amare Global Wellness Partner may not offer any non-Amare Global opportunity, products or services at any Amare Global related meeting, seminar or convention, or immediately following an

Amare Global event.

- G. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Amare Global and its Wellness Partners and would inflict irreparable harm on Amare Global. In such event, Amare Global may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Wellness Partner or such Wellness Partner's position including termination, or seek immediate injunctive relief without the necessity of posting a bond.

## **5.8 Injunctive Relief Available to the Company**

- A. Wellness Partners stipulate and agree that Unethical Sponsoring and Cross Sponsoring Prohibition and other unethical sponsoring practices defined by Amare Global's sole discretion, constitute an unreasonable and unwarranted interference with the contractual relationship between Amare Global and its Wellness Partners, and conversion of the Amare Global's property and misappropriation of Amare Global's trade secrets.
- B. Wellness Partners agree that any violation of this rule will cause immediate and irreparable harm on Amare Global, that the harm to Amare Global exceeds any benefit that the Wellness Partners may derive, and that Amare Global shall be entitled, in addition to any other available remedies, to immediate, temporary, preliminary and permanent injunctive relief without bond, and that such injunctive relief may go beyond the post-termination period for a maximum period of one (1) year from the last violation date of the provision. The provisions of this section will go beyond the termination date of the Agreement. Nothing listed within this document dismisses the other possible rights and remedies that Amare Global may pursue in relation to protecting its Confidential Information or other Agreement provisions against violations.
- C. Wellness Partners acknowledge and agree that it is strictly prohibited to appear in, be referenced in, or allow their name or comparability to be displayed or mentioned in any other direct selling company's promotional, recruitment, or solicitation material. Such behavior would be prohibited and considered Cross-Company Recruiting up to one-year post-termination of the agreement.

## **5.9 Realignment of All or Part of an Organization**

- A. Amare Global reserves the right to move or realign an Organization from Enrollers or Sponsors who violate the terms of this Agreement or who commit or are involved in conduct of moral improbity as determined by the Amare Global in its sole discretion. Examples of conduct of moral improbity may include but are not limited to:
  - I. unwelcome sexual advances or communications;
  - II. failure to repay debts, bankruptcy;
  - III. physical abuse, harm, and disturbance with family relationships.

- B. Amare Global retains its right to move or realign any Wellness Partner, even when postponing or declining in its decision making, and is under no required obligation to take any action. Amare Global will thusly extend a notice of 30 days' advance to all moved or realigned Wellness Partners.

### **5.10 Use of Sales Aids**

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

### **5.11 Sales Requirements are governed by the Compensation Plan**

- A. Amare Global Wellness Partners may purchase Amare Global products and then re-sell them at any price they choose unless otherwise specified by Amare Global or by any/its product suppliers on a per product basis. Amare Global will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to an Amare Global business.
- B. The Amare Global program is built on sales to the ultimate consumer. Amare Global encourages its Wellness Partners to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Wellness Partners must never attempt to influence any other Wellness Partner to buy more products than they can reasonably use or sell to retail Customers in a month. We emphasize and encourage all Wellness Partners to sell Amare Global's products and services to Customers. A Wellness Partner's success can come only through the systematic sale of products and the product sales of other Wellness Partners within his Organization.
- C. Each Amare Global Wellness Partner 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 product solely for the purpose of collecting bonuses or achieving rank is prohibited. Amare Global retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

- D. Amare Global reserves the right to recover Bonuses paid if that the Bonuses have been generated on what Amare Global deems to be sales in violation of the Agreement.

## **6.0 SALES PRODUCT, BUSINESS OPPORTUNITY CLAIMS**

### **6.1 Federal Guidelines**

- A. Amare Global products fall under the nutritional guidelines forth by the U.S. Food and Drug Administration (FDA). Amare Global complies with standards defined by the FDA.
- B. Similarly, advertising is regulated by the Federal Trade Commission (FTC). Laws enforced by the FTC require representations made by Amare Global, or Wellness Partners, about the health benefits, performance, efficacy, safety or ingredients of Amare Global Products to be founded upon competent and reliable scientific evidence that affirms the representation being made. The scientific evidence should use procedures generally accepted by experts in the relevant scientific field.
- C. Wellness Partners may only represent claims approved by Amare Global. When discussing the benefits of Amare Global products, a Wellness Partner should refer to the FDA statement on Amare Global product labels: “The Food and Drug Administration has not assessed the validity of these statements. This product is not used with the intention of medical purposes, including but not limited to, diagnosing, treating, curing, or preventing any ailment or disease.”
- D. A Wellness Partner shall not make any medical claims for any products, prescribe product for treatment of any ailment, as this would imply the products are drugs rather than nutritional supplements. Curative or Drug Claims shall not be made when describing Amare Global products. These products should never be compared to drug products utilized to treat specific diseases or conditions.
- E. No Wellness Partner should state or imply that any product is FDA approved. Individual nutritional products do not require or necessitate specific FDA approval.
- F. When a Wellness Partner is promoting Amare Global products or services, they must disclose the fact that the Wellness Partner is an Amare Wellness Partner who receives Bonuses and commissions from Amare Global.

## **7.0 ORDERING**

### **7.1 General Order Policies**

- A. A person is not required to purchase any products to be a Wellness Partner.
- B. Only Wellness Partners may resell Amare Global products.

- C. A Wellness Partner shall not use another Wellness Partner's or Customer's credit card or debit checking account to enroll in Amare Global or purchase products or services without the account holder's written permission. Such documentation must be kept by the Wellness Partner indefinitely in case Amare Global needs to reference this.
- D. Wellness Partners shall not use their own credit cards to purchase products for another Customer or Wellness Partner through an Account other than the Wellness Partner's own account. In rare occasions which it is necessary to do so, Customer or Wellness Partner, Amare Global must receive written permission from the Customer or Wellness Partner for whom the product order is being placed. Amare Global may cancel any sale that does not have written permission causing forfeiture of commissions resulting from the sale, and other disciplinary action.
- E. Regarding an order with an invalid or incorrect payment, Amare Global will attempt to contact the Wellness Partner by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after ten (10) business days, the order will be canceled.
- F. No single purchase order can be greater than \$1,500.00. Orders greater than \$1,500.00 are subject to Amare Global's review and may be cancelled.
- G. Prices are subject to change without notice.

## **7.2 Bonus Buying Prohibition**

- A. "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes:
  - I. The enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or Business Entities;
  - II. The fraudulent enrollment of an individual or entity as a Wellness Partner or Customer;
  - III. The enrollment or attempted enrollment of non-existent individuals or Business Entities as Wellness Partners or Customers ("phantoms");
  - IV. Purchasing Amare Global products or services on behalf of another Wellness Partner or Customer, or under another Wellness Partner's or Customer's ID number, to qualify for commissions or bonuses;
  - V. Purchasing excessive amounts of products or services that cannot reasonably be used or resold in a month; and/or
  - VI. 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 Customers.

### **7.3 Repackaging Prohibited**

- A. Customers or Wellness Partners shall not print their own labels or repackage Amare Global products. All Amare Global products must be sold in their original packaging only.
- B. Items within a pack of products may only be sold individually if there is a price set for that individual item. Otherwise, individual sale of items with no set wholesale price is prohibited.
- C. No product may be sold for less than the wholesale price set by Amare Global.
- D. Amare Global products may not be used or advertised with Non Amare Global products without written consent from Amare Global. The use of the Amare Global name is governed by the Policy Manual set forth in this Agreement.

### **7.4 Insufficient Funds**

- A. All checks returned for insufficient funds will be re-submitted for payment. A \$35 fee will be charged per transaction to the account of the Wellness Partner or Customer for all returned checks and insufficient funds.
- B. Any outstanding balance owed to Amare Global by a Wellness Partner or Customer of the Wellness Partner from NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by Amare Global from a Wellness Partner's future bonus and commission payout. In addition, Amare Global reserves the right to restrict payment options of any future order to the form of Credit Card.
- C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Wellness Partner, constitute grounds for termination.
- D. If a credit card order or automatic debit is declined the first time, the Customer or Wellness Partner will be contacted for an alternate form of payment. If payment is declined a second time, the Customer or Wellness Partner may be deemed ineligible to purchase Amare Global products or services or participate in the monthly Subscribe & Save.

### **7.6 Sales Tax Obligation**

- A. The Wellness Partner shall comply with all state and local taxes and regulations governing the sale of Amare Global products and services.
- B. Amare Global will collect and remit sales tax on Wellness Partner orders. When orders are placed with Amare Global, sales tax is prepaid based upon the suggested retail price. Amare Global will remit the sales tax to the appropriate state, Provincial and local jurisdictions. The Wellness Partner may recover the sales tax when he or she makes a sale. Amare Global Wellness Partners are responsible for any additional sales taxes due on products marked up and sold at a higher price. Taxes due for sale of



product to tax exempt customers are still the responsibility of the Wellness Partner.

- C. Wellness Partners who prefer to collect, report, and pay their own sales Tax may do so with a Resale Tax Number obtained through their own means and sending Amare Global the proper Sales Tax Exemption form valid in the Wellness Partner's state. No orders will be exempt from pre-collected state sales tax until the proper documentation is received by Amare Global. Amare Global will be indemnified and held harmless from any liability charged to the Wellness Partner for failing to collect or remit sales tax.
- D. Amare Global encourages each Wellness Partner to consult with a tax advisor for additional information for his or her business.

## **8.0 RETURN POLICY**

### **8.1 Amare Customer Satisfaction Guarantee**

- A. Amare Global will accept returns from Customers under the Amare Satisfaction Guarantee when the products are purchased directly from Amare Global within 12 months of the order date. A refund will be issued for one hundred percent (100%) of the amount paid less shipping which the Customer is responsible for. Amare Global will not accept product that was not purchased directly from the Company such as product purchased through 3rd party websites or from a Wellness Partner's personal inventory. Products purchased as part of a kit or package must be returned as the entire kit. The Amare Satisfaction Guarantee does not apply to Wellness Partner Returns. See the Wellness Partner Returns section below.
- B. If the purchase price of the returned products is greater than \$75, the products must be returned to Amare Global before credit is issued. A Product Return Authorization number must be obtained from Amare Global for these returns, and the customer is responsible for paying the shipping cost on the return.
- C. See Return Process (section 8.4) below for return instructions.

### **8.2 Wellness Partner Returns**

- A. The Amare Satisfaction Guarantee does not apply to product purchased by Wellness Partners. Wellness Partner Returns within 30 days of the order date are subject to a 30-day money back guarantee which allows for 100% refund minus shipping costs.
- B. Any returns greater than \$500 will be billed the 10% handling fee.
- C. Between 31-90 days from the order date, Wellness Partners returns will be accepted if the product is Currently Marketable. See section Currently Marketable below for details. Products returned between 31-90 days from the order date will qualify for Amare Credit at 100% of the purchase price minus shipping cost.

- D. Returns after 90 days from the order date will not be eligible for a refund.
- E. Customers that upgrade their account to a Wellness Partner will have all prior purchases apply to the Wellness Partner Returns policy.
- F. Wellness Partner Returns consist of products purchased for resale or in quantities that could be construed to be greater than an individual or individual family could be reasonably expected to consume.
- G. The Wellness Partner is responsible for the cost of shipping the returned products to Amare Global. Amare Global will deduct from the refund the bonuses paid to the Wellness Partner on the Wellness Partner Return. The product must be returned to Amare Global prior to processing of the Refund.
- H. Amare Global reserves the right to recapture bonuses and volume qualification from the upline Wellness Partners who were paid those bonuses on the products returned. These claw backs will occur based on the date of the return.
- I. A Wellness Partner may be terminated should they return greater than \$500.

### **8.3 Currently Marketable**

- A. Amare Global will accept Wellness Partner Returns if the products are deemed Currently Marketable:
  - I. Are in good, salable condition.
  - II. Are unopened, with seals and labels intact, except in the case of Enrollment Kits. The products contained in Enrollment Kits must be unopened, with seals and labels intact.
  - III. Show a printed expiration date on the label (if applicable) that is three or more months after the date of return. Products for return must not be past their expiration date, if applicable, or the shelf life of the products.
  - IV. In the states of Georgia, Louisiana, Massachusetts and Wyoming, the products returned must be in good, salable condition.
- B. Amare Global may disclose products that are not considered Currently Marketable which include seasonal, discontinued, special promotional products.

### **8.4 Return Process**

- A. All returns, whether by a Customer, or Wellness Partner, must be made as follows:
  - I. Obtain Return Merchandise Authorization (“RMA”) from Amare Global by contacting Customer

Service;

- II. Provide a copy of the invoice with the returned products or service. Such invoice must reference your Amare Global Partner Number, the Order number, the RMA, and include the reason for the return;
  - III. Ship items to the address provided by Amare Global Customer service when you are given your RMA;
  - IV. Return orders must be received within 14 business days of the date the RMA was issued;
  - V. Ship back product in manufacturer's box exactly as it was delivered. All return shipping costs must be paid for by the Customer or Wellness Partner;
  - VI. Returns may take up to 14 business days to process.
- B. All returns must be shipped to Amare Global pre-paid, as Amare Global does not accept shipping collect packages. Amare Global recommends shipping returned product by UPS or FedEx with tracking and insurance as risk of loss or damage in shipping of the returned product shall be borne solely by the Customer, or Wellness Partner. If returned product is not received at Amare Global Distribution Center, it is the responsibility of the Customer, or Wellness Partner to trace the shipment and no credit will be applied.
  - C. The return of \$500 or more of products accompanied by a request for a refund within a calendar year, by a Wellness Partner, may constitute grounds for involuntary termination.
  - D. Returns without prior authorization may be rejected and not be eligible for reimbursement. In addition, the order may not be sent back to the Customer or Wellness Partner.
  - E. Variation in the return/refund process may occur due to jurisdictions from different repurchase requirements as dictated by law. Refund policy terms may be determined by applicable laws.
  - F. A \$10 fee may be charged by Amare Global due to shipments being refused upon delivery, requiring the shipment be returned to Amare Global.

## **8.5 Sales Aids Returns**

- A. Upon cancellation of the Agreement, the Wellness Partner may return all generic sales aids purchased directly from Amare Global within one (1) year from the date of cancellation for a refund if he or she is unable to sell or use the merchandise. A Wellness Partner may only return sales aids he or she personally purchased from the Company under his or her Wellness Partner Identification Number, and which are in Resalable condition.

- B. Amare Global may partner with 3rd party vendors that create Sales Aids for Wellness Partners on behalf of Amare Global. Returns for Sales Aids purchased from these 3rd party vendors will be subject to the Terms and Conditions of that vendor.
- C. Any custom orders of printed sales aids (i.e. business cards, brochures, etc.) whereon the Wellness Partner's contact information is imbedded or hard printed, or has been added by the Wellness Partner, are not able to be returned in resalable condition thus are nonrefundable.
- D. Upon Amare Global's receipt of the products and sales aids, the Wellness Partner will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same credit card account. The Company shall deduct from the reimbursement paid to the Wellness Partner any commissions, bonuses, rebates or other incentives received by the Wellness Partner which were associated with the merchandise that is returned.

## **8.6 Retail Sales Obligations and Limitations**

- A. If a Customer that purchased a product or service directly from a Wellness Partner and is not satisfied with the product or service, the Customer may request a refund from their Wellness Partner. Wellness Partners must offer the same Amare Satisfaction Guarantee refund for the full amount paid less shipping.

## **8.7 Duty to Provide Sales Receipts**

- A. When conducting retail sales, it is the responsibility of the Wellness Partners to always provide customers with two copies of their retail sales receipt during the time of the sales transaction. Wellness Partners must also store an additional copy of the retail sales receipt for their personal records.
- B. The retail sales receipt should contain the following information:
  - I. the items ordered;
  - II. amount of sale;
  - III. customer's name;
  - IV. address;
  - V. telephone number;
  - VI. date of the sale;
  - VII. name of the Wellness Partner;
  - VIII. business address;
  - IX. business telephone number
- C. The first copy is the customer's receipt of the purchase. Should the Customer request a refund, the second copy will be signed, dated for the refund date, and returned to the Wellness Partner for processing the refund. The third copy is the Wellness Partner's receipt of the purchase.

- D. It is required of the Wellness Partner to store copies of all retail sales receipts in their record keeping for a minimum period of six years. In addition, the total sales tax collected must be captured on the form of retail sales receipt.

### **8.8 Duty to Retain Sales Order Number.**

- A. The original sales order number must be provided at the time of the refund request for Amare Global to correctly recoup Bonuses on returned products.

### **8.9 Return of Damaged or Incorrectly Sent Products.**

- A. If the customer receives damaged or incorrect products, Amare Global will exchange the returned products within fifteen (15) days of receipt. Returned products will be replaced with undamaged products whenever possible. If an exchange is not possible, Amare Global retains the right to issue the customer a credit for the exchanged product(s) total amount.

### **8.10 Refund Alternatives**

- A. Amare Global in its discretion may determine alternative methods of refund for product returns such as:
  - I. Amare Credit
  - II. Product Credit
  - III. Bank check
  - IV. Credit card refund
- B. Payment procedures in the Local Market and the original payment form will determine the actual form of refund utilized. The original payor will be the only recipient of all refunds.

## **9.0 AMARE GLOBAL OPPORTUNITY**

### **9.1 Presentation of the Amare Global Opportunity**

- A. In presenting the Amare Global opportunity to potential Customers and Wellness Partners, a Wellness Partner is required to comply with the following provisions:
  - I. A Wellness Partner shall not misquote or omit any significant material fact about the Compensation Plan.
  - II. A Wellness Partner shall make it clear that the Compensation Plan is based upon sales of Amare Global products and services and upon the sponsoring of other Wellness Partners.
  - III. A Wellness Partner shall make it clear that success can be achieved only through substantial independent efforts.

- IV. An Amare Global Wellness Partner shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the Amare Global opportunity or Compensation Plan to prospective Wellness Partners or Customers.
  - V. A Wellness Partner may not make any claims regarding products or services of any products offered by Amare Global, except those contained in official Amare Global literature.
  - VI. A Wellness Partner may not use official Amare Global material to promote the Amare Global business opportunity in any country where Amare Global has not established a “presence.”
- B. The terms “income claim” and/or “earnings representation” (collectively “income claim”) include:
- I. statements of average earnings,
  - II. statements of non-average earnings,
    - a. Examples of “statements of non-average earnings” include, “Our number one Wellness Partner earned over a million dollars last year” or “Our average ranking Wellness Partner makes five thousand per month.”
  - III. statements of earnings ranges,
    - a. An example of a “statement of earnings ranges” is “The monthly income for our higher ranking Wellness Partners is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”
  - IV. income testimonials,
  - V. lifestyle claims, and
  - VI. hypothetical claims.

## **9.2 Adherence to the Amare Global Compensation Plan**

- A. A Wellness Partner must adhere to the Terms of the Amare Global Compensation Plan. Deviation from the Compensation Plan is prohibited.
- B. A Wellness Partner shall not offer the Amare Global opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Amare Global literature.
- C. A Wellness Partner shall not require or encourage a current or prospective Customer or Wellness Partner to participate in Amare Global in any manner that varies from the Compensation Plan as set forth in official Amare Global literature.
- D. A Wellness Partner shall not require or encourage a current or prospective Customer or Wellness

Partner to make a purchase from or payment to any individual or other entity as a condition to participating in the Amare Global Compensation Plan, other than such purchases or payments required to naturally build their business.

### **9.3 No Compensation Solely for Enrolling**

- A. The Amare Global Compensation Plan is designed to reward product sales only. Wellness Partners receive no compensation for enrolling or sponsoring other Wellness Partners.

### **9.4 No Guaranteed Compensation**

- A. The compensation that is earned by Wellness Partners will vary significantly from Wellness Partner to Wellness Partner. Many factors will determine a Wellness Partner's success that may not be consistent or duplicatable. Success will consistently be based on the effort of each Wellness Partner. Generating considerable compensation requires time, effort, and commitment. There are no guarantees to financial success or assurance of any level of profit. Many Wellness Partners may never qualify to receive bonuses.

## **10.0 SPECIAL PROGRAMS**

### **10.1 Special Bonuses and Promotions**

- A. Amare Global will advertise or provide special bonuses and promotions to Customers and Distributors. These promotions will vary, and details will be made available with every promotion. Customers and Wellness Partners are automatically opted into every promotion and agree to the Terms and Conditions of each promotion.

### **10.2 Subscribe & Save Program**

- A. Customers and Wellness Partners can participate in the Subscribe & Save program to earn additional discounts on their orders. The Subscribe & Save program eliminates the inconvenience and hassle of placing monthly orders manually by automating the delivery of products selected each month.
- B. Products that are placed on the Subscribe & Save program have a discount of 10% or greater, depending on the product.
- C. A Customer or Wellness Partner shall not set up a Subscribe & Save order on the behalf of another Customer or Wellness Partner without written permission from that Customer or Wellness Partner. Subscribe & Save orders that are created on behalf of another Customer or Wellness Partner must be shipped to the primary address listed on the original account.
- D. To modify or cancel a Subscribe & Save order, Customers or Wellness Partners can do so through the Amare Global website or by calling Customer Service. Modifications to Subscribe & Save orders cannot be made if the order has processed. Subscribe & Save orders can only be modified at least

two business days prior to the scheduled Subscribe & Save date.

- E. By participating in the Subscribe & Save program, Customers and Wellness Partners agree to a recurring billing schedule and authorizes Amare Global to bill the payment method on file.

### **10.3 Manipulation of Special Programs**

- A. If Customer or Wellness Partner engages in any activity which manipulates the Special Programs identified in this section to the unfair advantage for Customer or Wellness Partner, or causes material harm or damage to Amare Global, such activity will be deemed a violation by the Customer and Wellness Partner and Amare Global may take disciplinary action pursuant to this Policy Manual against them.

### **10.4 Price or Promotional Adjustment Period**

- A. Each program may have an associated promotional adjustment period which Customers or Wellness Partners may be qualified to modify existing orders to the promotional rate or discount. Adjustment periods are typically within seven business days of the applicable order. This period will vary by program and provided at Amare Global's discretion.

## **11.0 PAYMENT OF COMMISSIONS & BONUSES**

### **11.1 Bonus and Commission Qualifications**

- A. A Wellness Partner must be active and in compliance with Amare Global Policy Manual to qualify for bonuses and commissions. So long as a Wellness Partner complies with the Terms of the Agreement, Amare Global shall pay commissions to such Wellness Partner in accordance with the Amare Global Compensation Plan.
- B. Amare Global will not issue a payment to a Wellness Partner without the receipt of a completed and signed Amare Global Wellness Partner Agreement or Electronic Authorization. All bonuses will be paid to the primary applicant on the Wellness Partner Agreement.
- C. Amare Global reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$10.
- D. Amare Global bills the following fees to process commission payments:
  - I. \$0.75 Fee billed for each electronic Automated Clearing House (ACH) transaction to deposit bonuses and commissions into a Wellness Partner's depository account.
  - II. \$2.50 Fee billed for each paper check created by Amare Global for the payment of bonuses and commissions.

### **11.2 Computation of Commissions and Discrepancies**



- A. In order to qualify to receive commissions and bonuses, a Wellness Partner must be in good standing and comply with the Terms of the Agreement and this Policy Manual.
- B. An Amare Global Wellness Partner must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the 30-day “grace period” no additional requests will be considered for commission recalculations.

### **11.3 Inclusion in a Period’s Bonus.**

- A. Wellness Partners must be approved and considered Active by the last day of the Bonus period in order to be included in that period’s bonus and qualification calculations. Products must be purchased with payment received within the Bonus period in order to be considered for bonus and rank qualification calculation for that Bonus period.

### **11.4 Redemption of Amare Credit.**

- A. If Amare Credits are issued to the Wellness Partner for refund as described within the Wellness Partner Refund Policy (section 8.2) within the Bonus period, the Personal Volume or bonuses paid on that order will not be clawed back and will continue to be considered for calculation for that Bonus period. However, upon redemption of Amare Credits for a future order, orders paid with Amare Credits will have the Personal Volume of that order reduced proportionally by the percentage of the Order paid with Amare Credits.

### **11.5 Adjustments to Bonuses, Commissions, and Volume for Returned Products or Wellness Partner Memberships**

- A. A Wellness Partner receives bonuses, commissions, and volume based on the actual sales of products and services to end consumers and to Wellness Partners through product and service purchases. When a product or service is returned to Amare Global for a refund from the end consumer or by a Wellness Partner, the bonuses, commissions, and volume attributable to the returned product or service will be deducted from the Wellness Partner who received bonuses, commissions, or volume on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus, commissions or volume is recovered. Amare Global may recoup these Bonuses by requiring a Wellness Partners to pay the Amare Global directly.
- B. When a product or service transaction receives a chargeback from Amare Global’s Merchant Payment Processor, the bonuses and commissioned attributable to the product or service will be deducted from the Wellness Partner who received bonuses or commissions on such sales. Deductions will occur in the month in which the chargeback is received and continue every pay period thereafter until the bonus/and or commission is recovered. In addition, if the Wellness Partner initiates the chargeback transaction on an order that originated from the Wellness Partner, Amare Global may recoup any fees associated to the chargeback and suspend the Wellness Partner’s account.

- C. In the event that a Wellness Partner terminates his or her Distributorship, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by Amare Global, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Amare Global to the terminated Wellness Partner. Additionally, Amare Global, in their sole discretion, may pursue additional options to recoup any outstanding bonuses or commission balances not fully recovered.

#### **11.6 Returned Bonus Check Fees.**

- A. Amare Global has the ability to reissue any bonus check that is lost and may charge a fee to do so. In addition, Amare Global will request the issuing financial institution to stop payment of the original check and bill any related fees to stop the payment of the check to the Wellness Partner.

#### **11.7 Duty to Retain Documents.**

- A. Wellness Partners are required to retain sales documentation related to bonuses and commissions for a period of at least six years. The documentation will contain records of the sale of products and services which generated the bonus and commissions.
- B. Wellness Partners agree to make all such documentation available to Amare Global upon request. Failure to do so will constitute a breach of the Agreement and Amare Global may choose to recover any bonuses and commissions paid for orders which sales documentation is not maintained.

#### **11.8 Errors or Questions**

- A. If a Wellness Partner has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the Wellness Partner must notify Amare Global 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 days shall be deemed waived by the Wellness Partner.

## **12.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS**

### **12.1 Amare Global Intellectual Property**

- A. Amare Global intellectual property including its trademarks, service marks, trade names, content are valuable assets of Amare Global. By using Amare Global intellectual property, Wellness Partner acknowledges that Amare Global has all rights to the property and good pertaining belongs exclusively to Amare Global.

## 12.2 Use of Company Names and Protected Materials

- A. An Amare Global Wellness Partner must safeguard and promote the good reputation of Amare Global and the products and services it markets. The marketing and promotion of Amare Global, the Amare Global opportunity, the Compensation Plan, and Amare Global products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- B. All promotional materials supplied or created by Amare Global must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Amare Global Compliance Department.
- C. The name of Amare Global, each of its product and service names and other names that have been adopted by Amare Global in connection with its business are proprietary trade names, trademarks and service marks of Amare Global. As such, these marks are of great value to Amare Global and are supplied to Wellness Partners for their use only in an expressly authorized manner.
- D. An Amare Global Wellness Partner's use of the name "Amare Global" is restricted to protect Amare Global proprietary rights, ensuring that the Amare Global protected names will not be lost or compromised by unauthorized use. Use of the Amare Global name on any item not produced by Amare Global is prohibited except as follows:
  - I. [Wellness Partner's name] Independent Amare Global Wellness Partner
  - II. [Wellness Partner's name] Independent Wellness Partner of Amare Global products and services.
- E. Further procedures relating to the use of the Amare Global name are as follows:
  - I. All stationary (i.e. letterhead, envelopes, and business cards) bearing the Amare Global name or logo intended for use by the Wellness Partner must be approved in writing by the Amare Global Compliance Department.
  - II. Amare Global Wellness Partners may list "Independent Amare Global Wellness Partner or Wellness Partner" in the white pages of the telephone directory under his or her own name.
  - III. Amare Global Wellness Partners may not use the name Amare Global or Amare Global in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent Amare Global Wellness Partner."
- F. Certain photos and graphic images used by Amare Global in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Wellness Partners. If a Wellness Partner wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.

- G. An Amare Global Wellness Partner shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Amare Global or its programs, products or services without prior written permission from the Amare Global Compliance Department.
- H. A Wellness Partner may not produce for sale or distribution any Company event or speech, nor may a Wellness Partner reproduce Amare Global audio or video clips for sale or for personal use without prior written permission from the Amare Global Compliance Department.
- I. Amare Global reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Wellness Partner.
- J. A Wellness Partner shall not promote non-Amare Global products or services in conjunction with Amare Global products or services on the same websites or same advertisement without prior approval from Amare Global Compliance.
- K. Claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Amare Global may not be made except those contained in official Amare Global literature. In particular, no Wellness Partner may make any claim that Amare Global 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 do such claims violate Amare Global policies, but also, they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.
- L. Wellness Partners may not use create content that reflects Amare Global in a disparaging, offensive, or injurious manner. All content must be depicted in a favorable manner that reflects positively on Amare Global and its products.
- M. Wellness Partners may not imply that Amare Global has any endorsement, sponsorship, support from a third-party entity, or other related affiliation through content created or actions by the Wellness Partner.

### **12.3 Labeling, Packaging, and Displaying Products**

- A. An Amare Global Wellness Partner may not re-label, re-package, refill, or alter labels of any Amare Global product, or service, information, materials or program(s) in any way. Amare Global products and services must only be sold in their original containers from Amare Global. Such re-labeling or re-packaging violates federal and state laws, which may result in criminal or civil penalties or liability.
- B. With written approval from Amare Global, a Wellness Partner may sell and/or promote Amare Global product or service or any Amare Global trade name to be sold or displayed in retail establishments:

- I. Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons);
  - II. Where the retail establishment is owned or managed by the Wellness Partner and the store does not exceed \$1 million in annual gross revenue, and there are 5 or fewer stores under common ownership of management.
  - III. Wellness Partners may sell products through service establishments that provide services related to the products.
- C. Amare Global will permit Wellness Partners to solicit and make Commercial Sales upon prior written approval from Amare Global. For the purpose of this Policy Manual, the term "Commercial Sale" means the sale of:
- I. Amare Global products that equal or exceed \$5,000 in a single order;
  - II. Products sold to a third party who intends to resell the products to an end consumer.

#### **12.4 Advertising and Promotional Materials**

- A. You may not advertise any Amare Global products or services at a price LESS than the lowest company published, established wholesale price of ONE offering of the Amare Global product or service plus shipping, handling and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through Amare Global.
- B. Advertising and all forms of communications must adhere to principles of honesty and propriety. All advertisement or communication shall clearly indicate that it is not authored by Amare Global, or any of its affiliated companies, and that the owner of the site bears all responsibility for the content.
- C. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Amare Global Compliance Department.
- D. All requests for approvals with respect to advertising must be directed in writing to the Amare Global Compliance Department.
- E. Amare Global approval is not required to place blind ads that do not mention Amare Global, its employees, any of its products, services, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.
- F. A Wellness Partner may choose to create his or her own ads or promotional materials including the development of commercials, infomercials and additional third-party websites. However, all such materials, and any subsequent changes thereto shall be submitted to the Amare Global Compliance Department for approval. Wellness Partners are encouraged to work with the Compliance Department prior to the production of commercials, infomercials, or websites.

- G. Amare Global reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Wellness Partner.

## 12.5 Testimonial Permission

- A. By signing the Amare Global Wellness Partner Agreement, a Wellness Partner gives Amare Global permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Amare Global Business Opportunity, a Wellness Partner waives any right to be compensated for the use of his or her testimonial or image and likeness even though Amare Global may be paid for items or sales materials containing such image and likeness. In some cases, a Wellness Partner's testimonial may appear in another Wellness Partner's advertising materials. If a Wellness Partner does not wish to participate in Amare Global sales and marketing materials, he or she should provide a written notice to the Amare Global Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

## 12.6 Telemarketing - Limitations

- A. An Amare Global Wellness Partner must not engage in telemarketing in relation to the operation of the Wellness Partner's Amare Global business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Amare Global products or services, or to recruit them for the Amare Global opportunity.
- B. 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.
- C. While a Wellness Partner may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Wellness Partner to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).
- D. "Cold calls" or "state-to-state calls" made to prospective Customers, or Wellness Partners that promote either Amare Global products, services or the Amare Global opportunity is considered telemarketing and is prohibited.
- E. Exceptions to Telemarketing Regulations

An Amare Global Wellness Partner may place telephone calls to prospective Customers, or Wellness Partners under the following limited situations:

- I. If the Wellness Partner has an established business relationship with the prospect;
  - II. In response to the prospect's personal inquiry or application regarding a product or service offered by the Amare Global Wellness Partner, within three (3) months immediately before the date of such a call;
  - III. If the Wellness Partner receives written and signed permission from the prospect authorizing the Wellness Partner to call;
  - IV. If the call is to family members, personal friends, and acquaintances. However, if a Wellness Partner makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption;
  - V. Amare Global Wellness Partners engaged in calling "acquaintances," must make such calls on an occasional basis only and not as a routine practice.
- F. A Wellness Partner shall not use automatic telephone dialing systems in the operation of his or her Amare Global businesses.
- G. Failure to abide by Amare Global policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Wellness Partner's Distributorship, up to and including termination of the Distributorship.
- H. By signing the Wellness Partner Agreement, or by accepting commission checks, other payments or awards from Amare Global, a Wellness Partner gives permission to Amare Global and other Wellness Partners to contact them as permitted under the Federal Do Not Call regulations.
- I. In the event a Wellness Partner violates this section, Amare Global reserves the right to institute legal proceedings to obtain monetary or equitable relief.

## **12.7 Faxes and E-mail - Limitations**

- A. Except as provided in this section, a Wellness Partner may not use or transmit unsolicited faxes, email, mass email distribution, or "spamming" that advertises or promotes the operation of his or her Amare Global business. The exceptions are:
- I. Faxes or e-mailing any person who has given prior permission or invitation;
  - II. Faxing or e-mailing any person with whom the Wellness Partner has established a prior business or personal relationship.
- B. In all states where prohibited by law, a Wellness Partner may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- C. All faxes, e-mail or computer broadcasted documents subject to this provision shall include each of

the following:

- I. A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
  - II. A clear return path or routing information;
  - III. The use of legal and proper domain name;
  - IV. A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
  - V. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
  - VI. The true and correct name of the sender, valid senders fax or e-mail address, and a valid sender physical address;
  - VII. The date and time of the transmission;
  - VIII. Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, an Amare Global Wellness Partner shall not transmit any further documents to that recipient.
- D. All e-mail or computer broadcasted documents subject to this provision shall not include any of the following;
- I. Use of any third-party domain name without permission;
  - II. Sexually explicit materials.

## **12.8 Trade Show, Conventions, Public Events**

- A. Wellness Partners wishing to rent a booth, set up an exhibit at a trade show, convention, or any otherwise public event in which Amare Global products and services will be on display, or promoted to the public must submit an Event Submission Form and receive Amare Global’s written approval prior to the event. To obtain approval to obtain a booth or participate in the event, Amare Global must receive Event Submission Form at least four weeks prior to the event and no earlier than twelve weeks prior to the event.
- B. Amare Global reserves the right to allow only one booth, or Wellness Partner to represent Amare Global products and services per show. The exclusive rights to advertise Amare Global products and services at the event will only exist for the duration identified on the Event Submission Form. This is granted in the sole discretion of Amare Global.
- C. Only Amare Global products and services may be offered in the trade show booth. No other products or services may be offered that would promote any product, service, or business opportunity other than the Amare Global business in which the Wellness Partner may be involved. Only Amare Global produced marketing materials may be displayed or distributed. Only Amare Global banners shall be displayed in the booth. Wellness Partners shall not create, distribute, or display any marketing materials that have not approved by Amare Global.



- D. Wellness Partners are prohibited from referencing Amare Global in any form of advertisement, marketing material, or promotional material that implies Amare Global is participating in the Event. Wellness Partners may only make specific reference that the Wellness Partners are attending as an independent Wellness Partner of Amare Global products which may exist on any maps or listing prepared by the event. These advertisements or promotional materials must be approved by Amare Global prior to the event.
- E. Wellness Partners and every person who works in the booth at the event shall comply with all Policy Manual defined by this Agreement. Wellness Partners shall not make income claims, product claims, that do not align with Amare Global's code of ethics or compliance guidelines.
- F. In addition to the other remedies provided in the Agreement, Amare Global reserves the right to deny future event participation for any policy violation at the event.
- G. Amare Global reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Amare Global opportunity.

## **12.9 Internet and Third-Party Website Restrictions**

- A. A Wellness Partner may not use or attempt to register any of Amare Global's trade names, trademarks, service names, service marks, product names, advertising phrases, the Amare name or any derivative thereof that would infringe on Amare Global's intellectual property. Examples of use that are not acceptable are:
  - I. Any variation of Amare used in titles, subtitles, headers, to computer or telephone-based media.
  - II. Amare Global branded social Media marketing pages such as, and not limited to, Facebook, Instagram, Pinterest, blogs, YouTube channels are not permitted.
- B. An Amare Global Wellness Partner may not sell Amare Global products, services or offer the Business Opportunity using "online auctions," or mall sites such as Amazon.com, Ebay.com, Alibaba.com, and others of similar nature.
- C. Amare Global products may only be sold through Amare Global Replicated Websites and Amare Global certified approved Websites.
- D. All Wellness Partners may have one (1) approved third-party website. A third-party website is an Amare Global-approved personal website that is hosted on non-Amare Global servers and has no affiliation with Amare Global. Any Wellness Partner who wishes to develop their own third-party website must submit a properly completed third-party website Application and Agreement along with the proper Website registration fee and receive Amare Global's prior written approval before going live with their third-party website. Third-party websites may be used to promote your business and Amare Global's products so long as the third-party website adheres to Amare

Global's advertising policies. Moreover, no orders may be placed through third-party websites, and no enrollments may occur through a third-party website. If you wish to use any third-party website, you must do the following:

- I. Identify yourself as a Wellness Partner for Amare Global;
  - II. Use only the approved images and wording authorized by Amare Global;
  - III. Adhere to the branding, trademark, and image usage policies described in this document.
  - IV. Adhere to any other provision regarding the use of a third-party website described in this document;
  - V. Agree to give the Compliance Department at Amare Global access to the third-party website and, if the website is password protected, the Compliance Department must receive passwords or credentials allowing unlimited access.
  - VI. Agree to modify your website to comply with current or future Amare Global policies.
- E. All marketing materials used on a Wellness Partner's third-party website must be provided by Amare Global or approved in writing by Amare Global.
- F. To avoid confusion, the following three elements must also be prominently displayed at the top of every page of your third-party website:
- I. The Amare Global Wellness Partner Logo provided by the Company
  - II. Your Name and Title
  - III. Amare Global Corporate Website Redirect Button
- G. A Wellness Partner may not use third-party sites that contain materials copied from corporate sources (such as Amare Global brochures, CDs, videos, tapes, events, presentations, and corporate websites).
- H. Amare Global products may be displayed with other products or services on a Wellness Partner's third-party website so long as the other products and services are consistent with Amare Global values and are not marketed or sold by a competing network-marketing company.
- I. If the independent Amare Global business of a Wellness Partner who has received authorization to create and post an third-party website is voluntarily or involuntarily canceled for any reason, or if Amare Global revokes its authorization allowing the Wellness Partner to maintain a third-party website, the Wellness Partner shall assign the URL to his/her third-party website to Amare Global within three (3) days from the date of the cancellation and/or re-direct all traffic to the site as directed by the Amare Global. Amare Global reserves the right to revoke any Wellness Partner's right to use a third-party website at any time if Amare Global believes that such revocation is in the best interest of Amare Global, its Wellness Partners, and Customers. Decisions and corrective actions in this area are at Amare Global's sole discretion.
- J. Social Media sites may not be used to sell or offer to sell Amare Global products or services. PROFILES A WELLNESS PARTNER GENERATES IN ANY SOCIAL COMMUNITY WHERE Amare Global IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE WELLNESS PARTNER AS AN AMARE

GLOBAL WELLNESS PARTNER, and when a Wellness Partner participates in those communities, Wellness Partners must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Amare Global's sole discretion, and offending Wellness Partners will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Amare Global approved library. If a link is provided, it must link to the posting Wellness Partner's Replicated website or an approved third-party website.

- K. Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Wellness Partners will be subject to disciplinary action.
- L. Wellness Partners may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Wellness Partners create or leave must be useful, unique, relevant and specific to the blog's article. Spamming includes, but is not necessarily limited to:
  - I. Sending unsolicited email messages to online users containing the Wellness Partner's information;
  - II. Posting message that contain the Wellness Partner's service address in new groups that are unrelated to the Wellness Partner's products;
  - III. Using the Wellness Partners service address to create or facilitate inaccurate information "from sources" via email or newsgroup posts, thus creating the impression that the message stemmed from Amare Global or its network of Wellness Partners;
  - IV. Sending unsolicited emails or faxes to lists of people not from the Wellness Partner's Organization or with whom the Wellness Partner has not had previous business or personal interactions. All Amare Global related email broadcasts must only be sent to Wellness Partners in the Organization of the Wellness Partner.
- M. Wellness Partners must disclose their full name on all Social Media postings, and conspicuously identify themselves as an independent Wellness Partner for Amare Global. Anonymous postings or use of an alias is prohibited.
- N. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Amare Global income opportunity, Amare Global's products and services, and/or your biographical information and credentials.
- O. Wellness Partners are personally responsible for their postings and all other online activity that relates to Amare Global. Therefore, even if a Wellness Partner does not own or operate a blog or Social Media site, if a Wellness Partner posts to any such site that relates to Amare Global or which can be traced to Amare Global, the Wellness Partner is responsible for the posting. Wellness Partners are also responsible for postings which occur on any blog or Social Media site that the Wellness Partner owns, operates, or controls. Any claims made on the Wellness Partner's sites that are not legal must be deleted or removed. Wellness Partners are required to review this content regularly.
- P. As an Amare Global Wellness Partner, it is important to not converse with any person who places

a negative post against you, other Wellness Partners, or Amare Global. Report negative posts to Amare Global at [support@amareglobal.com](mailto:support@amareglobal.com). Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Amare Global, and therefore damages the reputation and goodwill of Amare Global.

- Q. The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, Amare Global therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites and require that Wellness Partners using, or who wish to use, such sites adhere to the Amare Global's policies relating to third-party websites.
- R. If your Amare Global business is cancelled for any reason, you must discontinue using the Amare Global name, and all of Amare Global's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an independent Amare Global Wellness Partner, you must conspicuously disclose that you are no longer an independent Amare Global Wellness Partner.

#### **12.10 Other Advertising Provisions**

- A. Wellness Partners may not represent or imply that they represent Amare Global as more than an independent Wellness Partner. This includes all forms of communication from verbal, written, electronic, email, chat, or any form of communication.
- B. Wellness Partners may not advertise, offer, or imply that any job or position is available at Amare Global. The use of job listings or posting as a means of advertising is prohibited.
- C. No specific income may be promised.
- D. All media inquiries must be immediately referred to Amare Global.
- E. Upon request, any Sales Aid or other medium which the Wellness Partner created which contains any Amare Global Intellectual Property or Content, must be immediately provided to Amare Global. Wellness Partners must retain a copy of all Sales Aids, or other advertising material which they distributed, for seven years from the last date of distribution.
- F. Wellness Partners agree to release and discharge Amare Global from any claims and/or demands arising due to or in connection with the creation of Intellectual Property of another person, business, or entity.

#### **12.11 Termination and Loss of Rights**

- A. Only Amare Global may terminate the rights granted to the Wellness Partner immediately without notice if:
  - I. Wellness Partner files a petition in bankruptcy or insolvency act;

- II. Violate Amare Global's code of ethics;
  - III. Fail or refuse to uphold or perform any obligation defined by this Agreement or any other contracts between the Wellness Partner and Amare Global or its affiliates;
  - IV. Engage in conduct that reflects unfavorably on Amare Global, its good will, reputation, or business;
  - V. Be found guilty and convicted of committing a felony or any other criminal misconduct
- C. Wellness Partners will immediately cease all usage of Amare Global marketing material, content, trademarks, property, or any material similar thereto in the event of termination.

## **13.0 INTERNATIONAL MARKETING**

### **13.1 International Marketing Policy**

- A. An Amare Global Wellness Partner is authorized to sell Amare Global products and services, to Customers and Wellness Partners only in the countries in which Amare Global is authorized to conduct business, according to the Policy Manual of each country. Amare Global Wellness Partners may not sell products or services in any country where Amare Global products and services have not received applicable government authorization or approval.
- B. A Wellness Partner may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or Wellness Partners, nor conduct any other activity for the purpose of selling Amare Global products and services, establishing a sales organization, or promoting the Amare Global business opportunity.
- C. It is prohibited for Wellness Partners to import or aid in the importation of sale, gift, or distribution of Company products, services, or product samples in unapproved countries.
- D. It is prohibited for the Wellness Partner to place advertisements or disperse promotional material concerning Amare Global, its products or its business opportunity. The only exception to this provision would be Amare Global approved Sales Aids specifically designed and approved for circulation and use in unopened Local Markets.
- E. In addition to other remedies approved within the Agreement, a Wellness Partner who violates this International Marketing Policy, or any other policies defined within the Agreement, may forfeit participation in the affected international market for a period determined by Amare Global. Prohibitions stemming from such a violation include, but is not exhaustive by, the following:
  - I. The Wellness Partner may have no right to international distribution/sponsorship rights in the affected Local Market;
  - II. The Wellness Partner and/or their upline may not be entitled to Bonuses generated by the and the Wellness Partner's Downline Organization in the respective Local Market;
  - III. The Wellness Partner may not receive recognition at corporate events or in corporate literature, related to the official opening of any new market as deem appropriate by Amare Global.

## **14.0 CHANGES TO A WELLNESS PARTNER BUSINESS**

### **14.1 Modification of the Wellness Partner Agreement**

- A. An Amare Global Wellness Partner may modify his or her existing Wellness Partner Agreement (i.e., change a social security number to a Federal ID number, add a Spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the Wellness Partner) by submitting a written request, accompanied by the appropriate forms and agreements, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first Agreement), and any appropriate supporting documentation.

### **14.2 Upgrading a Customer to a Wellness Partner**

- A. A Customer may choose to upgrade to be a Wellness Partner by completing the Wellness Partner Agreement and is accepted by Amare Global. When a Customer becomes a Wellness Partner, he ceases to be a Customer and will be classified as a Wellness Partner. If the upgrade occurred after 90 days since the Customer’s Agreement Start Date, the Enrolling Wellness Partner may place the former Customer in any position within the Sponsor’s Organization. This placement decision must be made within fourteen days of the upgrade and will be considered permanent if placed or no action is taken.

### **14.3 Change Sponsor or Placement for Active Wellness Partners**

- A. All new applicants that complete the Agreements will be placed in the Organization of the Enroller listed on the Agreement upon acceptance by Amare Global of the Wellness Partner Agreement.
- B. The Enroller must be listed on the Agreement and Wellness Partner is responsible for informing the Applicants the purpose and meaning of Enroller and Placement. It is the responsibility of the Enroller to provide this information directly to their Applicant.
- C. Upon acceptance by Amare Global of the Wellness Partner Agreement, the Enroller will have the ability to place the new Wellness Partner anywhere in the Enroller’s organization within fourteen calendar days. Once this placement is made, it will be considered permanent. All placements are subject to Amare Global’s approval.
- D. Customers can not be placed and are required to be assigned to the Enrolling Wellness Partner.
- E. By default, the Wellness Partner will be placed directly one level below the Enroller. If no placement is made within the 14 day time frame, this placement will be considered final. Placement changes are rare and must be submitted to Amare Global’s Exceptions Committee for review. There are a number of factors that will decide whether or not a Placement Change will be considered or approved.

- F. To change or correct the Placement Sponsor, a Wellness Partner must comply with following procedures:
  - I. Within 14 days, Placement can be made by the Wellness Partner within the Amare Global back office.
  - II. After initial placement is completed, any additional requests must be submitted through a Sponsor Placement Transfer Form;
  - III. Submit an Amare Global Wellness Partner Agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation;
  - IV. The Wellness Partner Agreement must be a new, completed document bearing “fresh” signatures, not a “crossed-out” or “white-out” version of the first Agreement.
- G. Upon approval within Amare Global’s discretion, the Wellness Partner’s downline, if any, will transfer with the Wellness Partner.

#### **14.4 Change of Enroller of a Wellness Partner**

- A. The Company allows a Wellness Partner to pass the Enroller title of a Customer or Wellness Partner (Enrollee) to another Wellness Partner who will then become the new Enroller. Any change requests will be subject to Company approval and rare. The act of changing Enrollers has significant impact in the Amare Global compensation plan.
- B. The Enroller title can only be changed to the Wellness Partner that is the Placement Sponsor for the Enrollee.
- C. Enrollment changes may be approved at any time as long as the Placement move was processed within 14 days of enrollment. If Placement move was not processed during that time, a request may be submitted and will be reviewed by a committee.
- D. If one transfer has already been made a \$20 fee will be assessed for the second and for each transfer thereafter.
- E. Amare Global retains the right to approve or deny any requests to change Enroller or Sponsor, and to correct any errors related thereto at any time and in whatever manner it deems necessary.

#### **14.5 Change Sponsor or Placement for Inactive Wellness Partners**

- A. At the discretion of Amare Global, Wellness Partners who did not participate in an Subscribe & Save or have not ordered products or services for at least six (6) months, and who have not tendered a letter of resignation, are eligible to re-enroll in Amare Global under the Sponsor/Placement of their choice. For rank Gold Heart or higher, the period length is twelve (12) months.

- B. Upon written notice to Amare Global that a former Wellness Partner wishes to re-enroll, Amare Global will “compress” (close) the original account. A new Amare Global ID number will then be issued to the former Wellness Partner.
- C. Such Wellness Partner does not retain former rank, downline, or rights to commission checks from his or her former organizations.
- D. Amare Global reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

#### **14.6 Change Organizations**

- A. If Amare Global Wellness Partner wishes to transfer organizations, he or she must submit a letter of resignation to the Amare Global Customer Service Department and remain inactive (place no orders, or be on an Subscribe & Save) with or in Amare Global for six (6) months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement. For rank Gold Heart or higher, the period length is twelve (12) months.
- B. Amare Global retains the right to approve or deny any request to re-enroll after a Wellness Partner’s resignation.
- C. If re-enrollment is approved, the former Wellness Partner will be issued a new Amare Global ID number and will be required to submit a new Wellness Partner Agreement. The Wellness Partner will not be entitled to keep any former rank, downline, or rights to commission checks from any prior organization.

#### **14.7 Sell, Assign or Delegate Ownership**

- A. In order to preserve the integrity of the hierarchical structure, it is necessary for Amare Global to place restrictions on the transfer, assignment, or sale of a Distributorship.
- B. An Amare Global Wellness Partner may not sell or assign his or her rights or delegate his or her position as a Wellness Partner without prior written approval by Amare Global, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Amare Global.
- C. Should the sale be approved by Amare Global, the Buyer assumes the position of the Seller at the current qualified title, but at the current “paid as” rank, at the time of the sale and acquires the Seller’s Downline.
- D. To request corporate authorization for a sale or transfer of an Amare Global Distributorship, the following items must be submitted to the Amare Global Compliance Department:
  - I. A Sale/Transfer of Distributorship Form properly completed, with the requisite signatures;
  - II. A copy of the Sales Agreement signed and dated by both Buyer and Seller;



- III. An Amare Global Wellness Partner Agreement completed and signed by the Buyer;
  - IV. Payment of the \$100 administration fee;
  - V. Any additional supporting documentation requested by Amare Global.
- E. Any debt obligations that either Seller or Buyer may have with Amare Global must be satisfied prior to the approval of the sale or transfer by Amare Global.
- F. An Amare Global Wellness Partner who sells his or her Distributorship is not eligible to re-enroll as an Amare Global Wellness Partner in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in this Policy Manual. For rank Gold Heart or higher, the period length is twelve (12) months.

#### **14.8 Separating an Amare Global Business**

- A. Pending a divorce or dissolution of a partnership or other business entity, the parties must do one of the following:
- I. One of the parties may, with the written consent of the other(s), operate the Amare Global business whereby the relinquishing Spouse, shareholders, partners, members or trustees authorize Amare Global to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee;
  - II. The parties may continue to operate the Amare Global business jointly on a “business as usual” basis, whereupon all compensation paid by Amare Global will be paid in the name designated as the Wellness Partners or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Amare Global will pay compensation to the name on record and in such event, the Wellness Partner named on the account shall indemnify Amare Global from any claims from the other business owner(s) or the other Spouse with respect to such payment.
- B. Amare Global recognizes only one Downline organization and will issue only one commission check per Amare Global business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will Amare Global split commission and/or bonus checks.
- C. If a relinquishing Spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Amare Global business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Wellness Partner or active Customer in the former organization, and must develop a new business in the same manner as any other new Amare Global Wellness Partner. A Wellness Partner in the Relinquishing Party’s former Downline who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements in this Agreement.

## 14.9 Succession

- A. Upon the death or incapacity of a Wellness Partner, the Wellness Partner’s business may be passed on to his or her legal successors in interest (successor). Whenever an Amare Global business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Wellness Partner’s sales organization. The successor must:
- I. Complete and sign a new Amare Global Wellness Partner Agreement;
  - II. Comply with the Terms and provisions of the Wellness Partner Agreement; and
  - III. Meet all the qualifications for the last rank achieved by the former Wellness Partner.
- B. Bonus and commission check of an Amare Global business transferred based on this section will be paid in a single check to the successor. The successor must provide Amare Global with an “address of record” to which all bonus and commission Payments will be sent. Payments will be based on the current performance of the Distributorship, not the highest rank or volume achieved.
- C. If the business is bequeathed to joint devisees (successors), they must form a business entity and acquire a Federal taxpayer identification number. Amare Global will issue all bonus and commission payments and one 1099 Miscellaneous Income Tax form to the managing business entity only.
- D. Appropriate legal documentation must be submitted to Amare Global Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of an Amare Global business, the successor must provide the following to Amare Global Compliance Department:
- I. A certified copy of the death certificate; and
  - II. A notarized copy of the will or other appropriate legal documentation establishing the successor’s right to the Amare Global business.
- E. To complete a transfer of the Amare Global business because of incapacity, the successor must provide the following to the Amare Global Compliance Department:
- I. A notarized copy of an appointment as trustee;
  - II. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee’s right to administer the Amare Global business; and
  - III. A completed Wellness Partner Agreement executed by the trustee.

- F. If the successor is already an existing Wellness Partner, Amare Global will allow such Wellness Partner to keep his or her own Distributorship plus the inherited Distributorship active for up to six (6) months. By the end of the 6-month period, the Wellness Partner must have compressed (if applicable), sold or otherwise transferred either the existing Distributorship or the inherited Distributorship.
- G. If the successor wishes to terminate the Amare Global Distributorship, he or she must submit a notarized statement stating the desire to terminate the Distributorship, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- H. Upon written request, Amare Global may grant a one (1) month bereavement waiver and pay out at the last “paid as” rank.

#### **14.10 Resignation/Voluntary Termination**

- A. A Wellness Partner may immediately terminate his or her Distributorship by submitting a written notice or email to the Amare Global Compliance Department. The written notice must include the following:
  - I. The Wellness Partner’s intent to resign;
  - II. Date of resignation;
  - III. Amare Global Identification Number;
  - III. Reason for resigning; and
  - V. Signature.
- B. An Amare Global Wellness Partner may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Wellness Partner who has voluntarily resigned is not eligible to reapply for a Distributorship or have any financial interest in a or any Amare Global business for six (6) months from the receipt of the written notice and/or email to the appropriate party. For rank Gold Heart or higher, the period length is twelve (12) months.

#### **14.11 Involuntary Termination**

- A. Amare Global reserves the right to terminate a Wellness Partner’s Distributorship for, but not limited to, the following reasons:
  - I. Violation of any Terms or Conditions of the Wellness Partner Agreement;
  - II. Violation of any provision in this Policy Manual;
  - III. Violation of any provision in the Compensation Plan;

- IV. Violation of any applicable law, ordinance, or regulation regarding the Amare Global business;
  - V. Engaging in unethical business practices or violating standards of fair dealing; or
  - VI. Returning over \$500 worth of products, services and/or sales tools for a refund within a twelve (12) month period.
- B. Amare Global will notify the Wellness Partner in writing by certified mail, return receipt requested or overnight documented mail, at his or her last known address of its intent to terminate the Wellness Partner's Distributorship and the reasons for termination. The Wellness Partner will have fifteen (15) calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. Amare Global will then have thirty (30) calendar days from the date of receipt of the Wellness Partner's response to render a final decision as to termination.
- C. If a decision is made by Amare Global to terminate the Wellness Partner's Distributorship, Amare Global will inform the Wellness Partner in writing that the Distributorship is terminated effective as of the date of the written notification. The Wellness Partner will then have fifteen (15) calendar days from the date of mailing of such notice to appeal the termination in writing. Amare Global must receive the Wellness Partner's written appeal within twenty (20) calendar days of the date of the Amare Global termination letter. If the written appeal is not received within this time period, the termination will be considered final.
- D. If the Wellness Partner does file a timely appeal of termination, Amare Global will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and notify the Wellness Partner of its decision. The decision of Amare Global is then considered final and not subject to further review.
- E. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Amare Global. The former Wellness Partner shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Amare Global products or services. Amare Global will notify the active Upline Sponsor within ten (10) days after termination.
- F. The Amare Global Wellness Partner who is involuntarily terminated by Amare Global may not reapply for a Distributorship, either under his or her present name or any other name or entity, without the express written consent of an officer of Amare Global, following a review by the Amare Global Compliance Committee. In any event, such Wellness Partner may not re-apply for a Distributorship for twelve (12) months from the date of termination.

#### **14.12 Expiration of the Wellness Partner Agreement**

- A. A Distributorship may be terminated by Amare Global for Inactivity for, and not limited to, the following reasons:

- I. Wellness Partner does not meet the qualifications of Compensation plan ACTIVE for twelve (12) consecutive months;
  - II. Wellness Partner has not paid the Annual Membership Fee to maintain their Distributorship;
  - III. Wellness Partner has not enrolled a new Customer or Wellness Partner for twelve (12) consecutive months;
- B. If the Wellness Partner allows his or her Wellness Partner Agreement to expire due to nonpayment or inactivity, the Wellness Partner will lose any and all rights to his, her or its downline organization unless the Wellness Partner re-activates within sixty (60) days following the expiration of the Agreement.
- C. If the former Wellness Partner re-activates within the 60-day time limit, the Wellness Partner will resume the rank and position held immediately prior to the expiration of the Wellness Partner Agreement. However, such Wellness Partner's paid as level will not be restored unless he, she and/or an entity qualifies at that payout level in the new month. The Wellness Partner is not eligible to receive commissions for the time period that the Wellness Partner's position was expired.
- D. Any Wellness Partner who was terminated or whose Agreement has expired and lapsed the 60-day grace period is not eligible to re-apply for an Amare Global business for six (6) months following the expiration of the Wellness Partner Agreement. For rank Gold Heart or higher, the period length is twelve (12) months.

#### **14.13 Effect of Cancellation or Termination**

- A. Following a Wellness Partner's cancellation for inactivity or voluntary or involuntary termination (collectively, a "cancellation") such Wellness Partner:
- I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Wellness Partner's former organization or any other payments in association with the Wellness Partner's former independent position;
  - II. Effectively waives any and all claims to property rights or any interest in or to the Wellness Partner's former Downline organization;
  - III. Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Amare Global.
  - IV. When a Wellness Partner Agreement is terminated, the account is subsequently entered into a suspended status for a twelve-month suspension period from the date termination, after which period the account is thusly terminated and eliminated from the genealogy tree. The suspended account remains in the genealogy tree until it is finally terminated by Amare Global. No "roll-up" of Downline will occur during the suspension period. Amare Global reserves the right to not roll up a terminated Wellness Partner's organization to the next active Upline Enroller after the suspension period.

## **15.0 PRIVACY POLICY**

### **15.1 Introduction**

This Privacy Policy is to ensure that all Customers and Wellness Partners understand and adhere to the basic principles of confidentiality.

### **15.2 Expectation of Privacy**

- A. Amare Global recognizes and respects the importance its Customers and Wellness Partners place on the privacy of their financial and personal information. Amare Global will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers', and Wellness Partners' financial and account information and nonpublic personal information.
- B. By entering into the Wellness Partner Agreement, a Wellness Partner authorizes Amare Global to disclose his or her name and contact information to upline Wellness Partners solely for activities related to the furtherance of the Amare Global business. A Wellness Partner hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her downline organization and conducting the Amare Global business.

### **15.3 Employee Access to Information**

Amare Global limits the number of employees who have access to Customer's and Wellness Partners' nonpublic personal information.

### **15.4 Restrictions on the Disclosure of Account Information**

- A. Amare Global will not share non-public personal information or financial information about current or former Customers or Wellness Partners with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or Wellness Partners' interests or to enforce its rights or obligations under this Policy Manual, or Wellness Partner's Agreement or with written permission from the accountholder on file.

## **16.0 PROPRIETARY INFORMATION AND TRADE SECRETS**

### **16.1 Business Reports, Lists, and Proprietary Information**

- A. By completing and signing the Amare Global Wellness Partner Agreement, the Wellness Partner acknowledges that Business Reports, lists of Customer and Wellness Partner names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by Amare Global pertaining to the business of Amare Global (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Amare Global. Amare Global has spent considerable time, effort, and monetary resources in compiling the Reports.

## 16.2 Obligation of Confidentiality

- A. These Reports are strictly under the sole possession and full discretion of Amare Global, at any which point Amare Global may reserve the right to deny access or re-appropriate the Reports from said Wellness Partner. The Wellness Partner shall agree and act in accordance with this provision during the Term of the Amare Global Wellness Partner as well as an additional five (5) year period post-termination or post-expiration of the Wellness Partner Agreement between said Wellness Partner and Amare Global, during which the Wellness Partner will refrain from:
- I. Using the information in the Reports to compete with Amare Global or for any purpose other than promoting his or her Amare Global business;
  - II. Using or disclosing to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.
  - III. Disclosing any Reports or portion of the Reports to any third party;
  - IV. Not using the Reports in any manner to identify and solicit Amare Global Customers and Wellness Partners to other commercial opportunities and activities;
  - V. Intentionally or unintentionally using or disclosing of the Reports in a manner which causes irreparable harm to Amare Global.
- B. Vendors, suppliers, partners, or any other persons that gains access to the Reports through their interaction and relationship with Amare Global are bound by contract to protect the proprietary and confidentiality nature of the Reports. It is prohibited to utilize the Reports for purposes deviating from the sole purpose of furthering Amare Global's business.

## 16.3 Breach and Remedies

- A. The Wellness Partner acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Amare Global and to independent Amare Global businesses. Amare Global and its Wellness Partners will be entitled to injunctive relief or to recover damages against any Wellness Partner who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs and expenses.

## 16.4 Return of Reports

- A. Upon demand by Amare Global, any current or former Wellness Partner will return the original and all copies of all "Reports" to Amare Global together with any Amare Global confidential information in such person's possession.

## **17.0 DISCIPLINARY SANCTIONS**

### **17.1 Imposition of Disciplinary Action - Purpose**

- A. It is the spirit of Amare Global that integrity and fairness should pervade among its Wellness Partners, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Amare Global reserves the right to impose disciplinary sanctions at any time, when it has determined that a Wellness Partner has engaged in any illegal, fraudulent, deceptive, or unethical business conduct, or has violated the Agreement or any of this Policy Manual or the Compensation Plan as they may be amended from time to time by Amare Global.

### **17.2 Consequences and Remedies of Breach**

- A. Disciplinary actions may include one or more of the following:
- I. Monitoring a Wellness Partner's conduct over a specified period of time to assure compliance;
  - II. Issuance of a written warning or requiring the Wellness Partner to take immediate corrective action;
  - III. Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Amare Global receives adequate additional assurances from the Wellness Partner to ensure future compliance;
  - IV. Suspension from participation in Company or Wellness Partner events, rewards, or recognition;
  - V. Suspension of the Amare Global Wellness Partner Agreement and Distributorship for one or more pay periods;
  - VI. Discontinuation or limitation of payment of Bonuses from any or all portion of the sales of the Wellness Partner or their Organization;
  - VII. Reassign all or part of the Wellness Partner's Organization;
  - VIII. Involuntary termination of the Wellness Partner's Agreement and Distributorship;
  - IX. Any other measure which Amare Global deems feasible and appropriate to justly resolve injuries caused by the Wellness Partner's Policy violation or contractual breach; OR
  - VIII. Legal proceedings for monetary or equitable relief.



### 17.3 Investigation

- A. Amare Global will investigate violations of the Agreement through the following means:
  - I. A verbal and/or written notice detailing the alleged breach of Agreement to the Wellness Partner.
  - II. In a case when written notice is sent, the Wellness Partner will have 10 days from receipt of the notice to present all information relation to the incident for review by Amare Global.
- B. During investigation, Amare Global may prohibit activity from the Wellness Partner such as placing orders, sponsoring, access to Reports and more until the conclusion of the investigation.
- C. All decisions made by Amare Global will be made final based on information obtained by Amare Global. If the decision is made to terminate the Agreement with the Wellness Partner, Amare Global will notify the Wellness Partner immediately and be effective upon delivery of the notification.
- D. Amare Global's relationship with the Wellness Partner is entirely contractual. No claim, verbal authorization, or common practice that contracts the terms of this Agreement, or was implied that the relationship was quasi-contractual will be honored.

## 18.0 DISPUTE RESOLUTION

### 18.1 Reporting Policy Violation

- A. A Wellness Partner who observes a policy violation by another Wellness Partner should submit a written and signed letter (e-mail will not be accepted) of the violation directly to the Amare Global Corporate office. The letter shall set forth the details of the incident as follows:
  - I. The nature of the violation;
  - II. Specific facts to support the allegations;
  - III. Dates;
  - IV. Number of occurrences;
  - V. Persons involved; and
  - VI. Supporting documentation
- B. Once the matter has been presented to Amare Global, it will be researched thoroughly by the Compliance Department and appropriate action will be taken if required.

- C. This section refers to the general reporting of Policy violations as observed by other Wellness Partners for the mutual effort to support, protect, and defend the integrity of the Amare Global business and opportunity. If a Wellness Partner has a grievance or complaint against another Wellness Partner which directly relates to his or her Amare Global business, the Procedures set forth in these Policies must be followed.

## **18.2 Grievances**

- A. If an Amare Global Wellness Partner has a grievance or complaint against another Wellness Partner regarding any practice or conduct relating to their respective Amare Global businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Amare Global Compliance Department as outlined below in this section.
- B. The Amare Global Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Wellness Partners involved.
- C. Amare Global will confine its involvement to disputes regarding Amare Global business matters only. Amare Global will not decide issues that involve personality conflicts or unprofessional conduct by or between Wellness Partners outside the context of an Amare Global business. These issues go beyond the scope of Amare Global and may not be used to justify a Sponsor or Placement change or a transfer to another Amare Global organization.
- D. Amare Global does not consider, enforce, or mediate third party agreements between Wellness Partners, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:
  - I. The Amare Global Wellness Partner should submit a written letter of complaint (e-mail will not be accepted) directly to the Amare Global Compliance Department. The letter shall set forth the details of the incident as follows:
    - a. The nature of the violation;
    - b. Specific facts to support the allegations;
    - c. Dates;
    - d. Number of occurrences;
    - e. Persons involved; and
    - f. Supporting documentation.
  - II. Upon receipt of the written complaint, Amare Global will conduct an investigation according to the following procedures:
    - a. The Compliance Department will send an acknowledgment of receipt to the complaining Wellness Partner.
    - b. The Compliance Department will provide a verbal or written notice of the allegation

- to the Wellness Partner under investigation. If a written notice is sent to the Wellness Partner, he or she will have ten (10) business days from the date of the notification letter to present all information relating to the incident for review by Amare Global.
- c. The Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
  - d. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Wellness Partner calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- F. Amare Global will make a final decision and timely notify the Amare Global Wellness Partners involved.

### **18.3 Arbitration**

- A. **Any controversy or claim arising out of or relating to the Amare Global Wellness Partner agreement, this Policy Manual, or the breach thereof, the Wellness Partner’s business or any dispute between Amare Global and the Wellness Partner, shall be settled by binding and confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.** Any such arbitration shall be held in Costa Mesa, California. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.
- B. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney’s fees and filing fees. 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.
- C. This agreement to arbitration shall survive any termination or expiration of the Wellness Partner agreement.
- D. Amare Global retains its full right to apply for or obtain from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, extending to any other available relief necessary to preserve and protect Amare Global interests as well as its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

- E. **NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.**
- F. This Policy Manual and any arbitration involving a Wellness Partner and Amare Global shall be governed by and construed in accordance with the laws of the state of CA, without reference to its principles of conflict of laws.

#### **18.4 Severability**

- A. If any provision of this Policy Manual is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of this Policy Manual.

#### **18.5 Waiver**

- A. Only an officer of Amare Global can, in writing, affect a waiver of the Amare Global Policy Manual. Amare Global's waiver of any particular breach by a Wellness Partner shall not affect Amare Global's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Wellness Partner.
- B. The existence of any claim or cause of action of a Wellness Partner against Amare Global shall not constitute a defense to Amare Global's enforcement of any term or provision of this Policy Manual.

#### **18.6 Successors and Claims**

- A. The agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

### **19.0 MISCELLANEOUS**

#### **19.1 Governing Law**

- A. This Policy Manual shall be governed by and construed in accordance with the Laws of the State of California and the exclusive jurisdiction of the United States courts.

#### **19.2 Changes, Amendments, and Modifications**

- A. Because federal, state, and local laws, as well as the business environment, periodically change, Amare Global reserves the right to amend the Agreement and the prices in its Amare Global Product Price List in its sole and absolute discretion. Notification of amendments shall appear in Official Amare Global Materials. **This provision does NOT apply to the arbitration clause found in section 18, which can only be modified via mutual consent.**

- B. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
  - I. Posting on the official Amare Global website;
  - II. Electronic mail (e-mail); or
  - III. In writing through the Amare Global newsletters or other Amare Global communication channels.

### **19.3 Delays**

- A. Amare Global 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.

### **19.4 Effective Date**

- A. This Policy Manual shall become effective as of March 1, 2021, and, at such time, shall automatically supersede any prior Policy Manual (the “old Policy Manual”), and, on that date, the old Policy Manual shall cease to have any force or effect.