

Juuva Enterprises, Inc.  
STATEMENT OF POLICIES AND PROCEDURES  
Revised July 17, 2024

SECTION 1: INTRODUCTION

1.1 - Policies and Compensation Plan Incorporated into the Brand Partner Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of Juuva Enterprises, Inc. (hereafter “Juuva” or the “Company”), are incorporated into, and form an integral part of, Juuva’s Brand Partner Agreement with Juuva. Throughout these Policies, when the term “Agreement” is used, it collectively refers to Juuva’s Brand Partner Enrollment Application and Agreement, Juuva Terms and Conditions, and these Policies and Procedures, and Juuva’s Prosperity Plan. These documents are incorporated by reference into Juuva’s Brand Partner Agreement (all in their current form and as may be amended by Juuva from time to time).

1.2. Changes to the Agreement

Juuva reserves the right to change any of the Policies and Procedures at its discretion. Juuva also reserves the right to overrule any policy or procedure at its discretion. Changes will become effective and binding after appearance in any Juuva publication. notice or posting in your Back Office. A Brand Partner shall be deemed to have accepted these. Policies and Procedures as amended upon purchase of any Juuva product at the Brand Partner wholesale price or lower, upon access the Juuva Brand Partner Back Office, or upon request of any commission from the Brand Partner’s personal E- wallet in the Back Office, or upon acceptance of a bonus payment in any form.

Each Brand Partner is responsible for notifying their personally sponsored downline of new Juuva information. New Juuva policies, forms and literature replace old policies, forms, and literature without the need for notice. A Brand Partner should destroy. outdated or invalid Brand Partner literature and forms. Juuva is not obligated to reimburse any. Brand Partner for outdated materials in the Partner’s possession.

1.3 - Policies and Provisions Severable

if any provision of the Agreement, in its current form or as may be amended, is found to be Invalid Partner, or unenforceable for any reason, only the invalid Brand Partner portion(s) of the provision shall be severed, and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

#### 1.4 - Waiver

Juuva never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a Brand Partner or a Brand Partner business. No failure of Juuva to exercise any right or power under the Agreement or to insist upon strict compliance by a Brand Partner with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Juuva's right to demand exact compliance with the Juuva. Juuva's waiver of any breach by a Brand Partner, or Juuva's waiver of any particular provision of the Brand Partner Agreement or these Policies and Procedures, shall not affect or impair Juuva's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Brand Partner. Nor shall any delay or omission by Juuva to exercise any right arising from a breach affect or impair Juuva's rights as to that or any subsequent breach.

### SECTION 2- WORKING WITH JUUVA

#### 2.1 Requirements to become a Preferred Customer.

To become a Juuva Preferred Customer in the USA, each applicant must so indicate on the Juuva Brand Partner Enrollment Application and Agreement,

Preferred Customer Benefits:

Once a Preferred Customer Application has been accepted by Juuva, a Preferred Customer will enjoy the following benefits:

- ☑ A Preferred Customer Discount off the Suggested Retail Price of all Juuva products sold in the USA.
- ☑ To receive regular mailings, email, or other communications regarding new or improved products.
- ☑ Invitations to special events or opportunities not generally available to the public at large.

Preferred Customers may not engage in sponsoring of others into Juuva nor may they t may participate in the bonuses or commissions available Brand Partners. Neither should they expect to participate in Brand Partner only promotions or events. Preferred Customers are not "sponsored" into Juuva and will not be placed into either the Juuva Enrollment Tree or the Juuva Placement Tree Requirements to Become a Brand Partner.

To become a Juuva Brand Partner in the USA, each applicant must:

- ☑ Be of the age of majority in his or her state of residence.
- ☑ Reside in a country that Juuva has officially opened for the distribution of its products and services.
- ☑ Have a valid Brand Partner Social Security or Federal Tax BRAND PARTNER number, or National Identity Card.  
number, or other official number generally accepted in the country of residence.
- ☑ Submit a properly completed Brand Partner Application and Agreement to Juuva.
- ☑ Provide the Company with a valid bank account into which the Company can directly deposit any bonuses or commissions, or alternatively agree to collect bonuses or commissions at the respective Juuva office.

To become a Brand Partner a new applicant is required to complete, read, and agree to a Brand Partner Application and Brand Partner Agreement. The application should be accurately completed in its entirety and the applicant(s), including all partners, shareholders, and equity owners, must agree to the Brand Partner Application and Brand Partner Agreement personally. Electronically submitted applications are considered as a received document. As a Brand Partner of Juuva Enterprises, Inc you understand that you will be assigned to the country of your residence. Juuva re-serves the right to reject any Brand Partner Application at its sole discretion. Upon notification of acceptance by Juuva, the new Brand Partner will be entered into the Juuva computer and electronic business files. If there are any errors on an Application, Brand Partners should verify with the Brand Partner Customer Service Department at Juuva as soon as the error is discovered to avoid delays in any rights under the Agreement.

Eligibility requirements to become a Juuva Brand Partner are as follows:

- a. Legal Age. Any individual who is of legal age and residing in a country where Company is currently doing business is eligible to become a Brand Partner.
- b. An Identification Number is to be entered on the Application. This number should be either the Brand Partners Social Security Number, a Federal Tax Identification Number, if applying as a business, or a government I.D., such as a passport number. Incorrect Tax I.D. Numbers can result in a \$100 fine and/or termination.
- c. Legal Entity. If an Applicant is a corporation, partnership or other legal entity, all shareholder(s) of the corporate Applicant, all partner(s) of the partnership or all owners of the legal entity applicant must agree to the Brand Partner Application, a list of the names of each shareholder of the corporate applicant, each partner of the partnership Applicant, or each owner if another legal entity must accompany the Brand Partner Application. All legal documentation should be submitted with the Application, including but not limited to, articles of incorporation or organization, partnership agreements, regulations, charters, licenses, shareholder agreements, partnership agreements, and other pertinent legal information. The Brand Partner Application can be rejected without such documentation.
- d. Change of Enrollers. Brand Partner's wishing to change enrollers can do so only by resigning and then waiting six (6) months before rejoining with a new enroller without his/her original sales organization.
- e. Independent Contractors. Brand Partners are Independent Contractors. They are not franchisees, joint ventures, partners, employees, or agents of the Company, and are prohibited from stating or implying whether orally or in writing, otherwise. Brand Partner's have no authority to bind Company to any obligation. Company is not responsible for payment or co-payment of any employee benefits. Brand Partners are responsible for liability, health, disability, workmen's compensation and other insurance. Brand Partner's set their own hours and determine how to conduct their company business and are responsible for their own management decisions subject to the Agreement. The reference to "position" is at it applies to Brand Partner's participation in the Brand Partner Prosperity Plan

and adherence to the Agreement.

## 2.2 Brand Partner Benefits

Once a Brand Partner Application and Agreement has been accepted by Juuva the benefits of the Prosperity Plan and the Brand Partner Agreement are available to the new Brand Partner. These benefits include the right to:

- ☐ Market Juuva products and/or services.
- ☐ Participate in the Juuva Prosperity Plan (receive bonuses and commissions, if eligible).
- ☐ Sponsor other individuals as Brand Partners into the Juuva business and thereby, build a marketing organization and progress through the Juuva Ranks identified in the Juuva Prosperity Plan.
- ☐ Receive periodic Juuva literature and other Juuva communications.
- ☐ Participate in Juuva-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- ☐ Participate in promotional and incentive contests and programs sponsored by Juuva for its Brand Partners.

## 2.3 Term and Renewal of Your Juuva Business

The term of the Brand Partners Agreement is one year from the date of its acceptance by Juuva. Brand Partners must renew their Brand Partner Agreement each year by paying an annual renewal fee of \$39.00 on the anniversary date of their Brand Partner Agreement. Failure to pay the renewal fee on time may result in the loss of the Brand Partner's title, right, and interest in the Brand Partner's commissions, as the individual will be reclassified as a Preferred Customer. Juuva reserves the right to review and accept or reject any renewal of any Brand Partner.

## SECTION 3: OPERATING A JUUVA BUSINESS

### Adherence to the Juuva Prosperity Plan

Brand Partners must adhere to the terms of Juuva's Prosperity Plan as set forth in official Juuva literature and online. Brand Partners shall not offer Juuva's opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Juuva literature. Brand Partners shall not require or encourage other current or prospective Customers or Brand Partners to execute any agreement or contract other than official Juuva agreements and contracts to become a Juuva Brand Partner. Similarly, Brand Partners shall not require or encourage other or current or prospective Customers or Brand Partners to make any purchase from, or payment to, any individual or other entity to participate in Juuva's Prosperity Plan other than those purchases or payments identified as recommended or required in official Juuva literature.

## 3.1 Advertising

### 3.1.1 In General

All Brand Partners shall safeguard and promote the good reputation of Juuva and its products. The marketing and promotion of Juuva, the Juuva opportunity, the Juuva Prosperity Plan, and Juuva products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

To promote both the products and the tremendous business opportunity Juuva offers, Brand Partners should use the sales aides and support materials produced by Juuva. The rationale behind this requirement is simple. Juuva has carefully designed its products, product labels, Prosperity Plan, and promotional materials to ensure that each aspect of Juuva is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal, state, and provincial laws. Juuva Brand Partners may create their own sales aides and promotional materials, notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or regulations affecting a Juuva business. These violations, although they may be relatively few in number, would jeopardize the Juuva business opportunity for all Brand Partner's.

Accordingly, Brand Partner's must submit all written sale aides, promotional materials, advertisements, and other literature to the Company for approval, unless the Brand Partner receives specific written approval to use the material, the request shall be deemed denied.

Brand Partner's may not sell Juuva products on eBay or any other Internet auction site.

### 3.1.2 Brand Partner Web sites

If a Brand Partner desires to utilize an Internet Web page to promote his or her business, he or she may ONLY do so through the Company's official Web site, by using official Juuva templates.

### 3.1.3 Trademarks and Copyrights

Juuva will not allow the use of its trade names, trademarks, designs, or symbols by any person, including a Juuva Brand Partner. Brand Partner's may not produce for sale or distribution any recorded Company events and speeches, nor may Brand Partners reproduce for sale or for personal use any recording of Juuva produced audio or video tape presentations.

- a. Brand Partner's may not use any of the Juuva's current or after acquired trademarks or any confusingly similar variations of its marks, in a manner that is likely to cause confusion, mistake, or deception as to the source of the Products or services advertised.
- b. The Brand Partner agrees to immediately re-assign to Juuva any registration of the Juuva names, trade names, trademarks, or Internet domain names registered or reserved. in violation of this policy. The provisions of this Section survive the termination of the Contract.
- c. Juuva, in its sole discretion, will determine whether a variation of its trademark is confusingly similar.
- d. Brand Partner s shall not use the Juuva's marks in countries where the use of such marks is prohibited.

d. Brand Partners are expected to strictly comply with Company policies regarding the personal registration of trademarks or URLs with the name Juuva and agree that the same will be property of Juuva Enterprises, Inc., and will surrender the same to the Company upon request without expectation of compensation or reimbursement for expenses associated therewith.

e. A Brand Partner must not use the name, logos, trademarks or other references to the Company's business or manufacturing partners in any Sales Tool, correspondence, or any form of advertising. You can use only the "Juuva Brand Partner" logo. You may not reproduce the "Juuva" logo.

f. You may not use the Juuva name, logo, trademarks, and/or names of Juuva products in any Brand Partner-produced advertisements or materials.

g. The Juuva's literature and media are copyrighted by the Juuva and may not be duplicated.

h. You may not use the name Juuva or any of its trademarks as a part of your business, Corporation, Internet name, metatags source and search code, or e-mail address.

i. You may not use the names or images of Juuva employees, executives, consultants, athletes, celebrities, and/or organizations who endorse the Juuva, except as specifically written in current Juuva -approved materials or except as permitted in writing by Juuva.

#### 3.1.4 Media and Media Inquiries

Brand Partners must not attempt to respond to media inquiries regarding Juuva, its products or services or their independent Juuva business. All inquiries by any type of media must be immediately referred to Juuva's Marketing Department.

#### 3.1.5 Unsolicited Email

Brand Partners shall not use mass email (spam) as a means of promoting their businesses. Brand Partners may send email to prospective customers and Brand Partners only if they have a personal or business relationship with such individual or if they have received permission from the recipient to send them an email relating to Juuva's products, services, or program.

#### 3.1.6 Unsolicited Faxes

Except as provided Partnered in this section, Brand Partners may not use or transmit unsolicited faxes or SMS (text) messages or use an automatic telephone dialing system relative to the operation of their Juuva business. The term "automatic telephone dialing system" means. equipment which has the capacity to: (a) store or produce tele- phone numbers to be called, using a random or sequential number generator and

(b) to dial such numbers. The term “unsolicited faxes” means the transmission via telephone facsimile of any material or information advertising or promoting Juuva, its products and/or services, its compensation plan, or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax or e-mail: (a) to any person with that person’s prior express invitation or permission or (b) to any person with whom the Brand Partner has an established business or personal relationship. The term “established business or personal relationship” means a prior or existing relationship formed by a voluntary two-way communication between a Brand Partner and a person, on the basis of: (a) an inquiry, application, purchase, or transaction by the person regarding products offered by such Brand Partner or (b) a personal or familial relationship that has not been previously terminated by either party.

### 3.1.7 Telephone Book Listings

Brand Partners may list themselves as an “Independent Juuva Business Entrepreneur” in the white or yellow pages of the telephone directory under their own name as follows:

Brand Partner’s Name  
Independent Business Entrepreneur

No Brand Partner may place telephone directory display ads using the Juuva’s name or logo. Brand Partners may not answer the telephone by saying “Juuva,” “Juuva Enterprises, Inc.” or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of Juuva.

### 3.2 Business Entities

A corporation, limited liability company, partnership, or trust (collectively referred to in this section as a “Business Entity”) may apply to be a Juuva Brand Partner by submitting a Brand Partner Application and Agreement along with a properly completed Business Entity Enrollment Agreement and a properly completed IRS form W-9. The Business Entity, as well as all the shareholders, members, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively “Affiliated Party”) are individually, jointly, and severally liable for any indebtedness to Juuva, compliance with Juuva’s Policies and Procedures, the Juuva Brand Partner Agreement, and other obligations to Juuva.

To prevent the circumvention of Sections 3.17 (regarding transfers and assignments of a Juuva business) and 3.4, (regarding Sponsorship Changes), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or Juuva, the Affiliated Party must terminate his or her affiliation with the Business.

Entity, notify Juuva in writing that he or she has terminated his or her affiliation with the Business Entity, and must comply with the provisions of Section 3.17. In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other Juuva business for six (6) consecutive calendar months in accordance with Section 3.4. If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of Section 3.17.

The modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in Section 3.4, below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Brand Partner Application and Agreement.

### 3.3 Change of Sponsor

A Brand Partner may legitimately change organizations by voluntarily canceling his or her Juuva business and remaining inactive (i.e., no marketing of Juuva products and/or services, no purchases of Juuva products at Brand Partner prices, no sponsoring, no attendance at any Juuva functions, and no participation in any other form of Brand Partner activity or operation of any other Juuva business) for six (6) Juuva Months. Any product purchases during this six-month period will be at Preferred Customer prices and will not qualify the former Brand Partner for any bonus or commission payments.

Following the six calendar-month period of inactivity, the former Brand Partner may reapply under a new sponsor; however, the former Brand Partner's downline will remain in their original line of sponsorship.

In cases wherein, the appropriate sponsorship changes procedures have not been followed, and a downline organization has been developed in the second business developed by a Brand Partner, Juuva reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly switched sponsors is often extremely difficult. Therefore, BRAND PARTNERS WAIVE ANY AND ALL CLAIMS AGAINST JUUVA, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES AND AGENTS THAT RELATE TO OR ARISE FROM JUUVA'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

#### 3.3.1 Income Claims

At Juuva, we firmly believe that the Juuva income potential is great enough to be highly attractive, without reporting the earnings of others. Moreover, the Federal Trade Commission and several states have laws or regulations that regulate or even prohibit certain types of income claims, and testimonials made by persons engaged in network marketing. While Brand Partners may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Juuva as well as the Brand Partners making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Juuva Brand Partners do not have the data necessary to comply with the legal

requirements for making income claims, a Brand Partner, when presenting or discussing the Juuva opportunity or Prosperity Plan to a prospective Brand Partner, may not make income projections, income claims, or disclose his or her Juuva income (including the showing of checks, copies of checks, bank statements, or tax records). Hypothetical income examples that are used to explain the operation of the Prosperity Plan, and which are based solely on mathematical projections, may be made to prospective Brand Partner's, so long as the Brand Partner who uses such hypothetical examples 1) makes clear to the prospective Brand Partner (s) that such earnings are hypothetical; and 2) provides each prospective Brand Partner with a current copy of Juuva's official income disclosure statement.

### 3.3.2 Product Claims

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Juuva may be made except those contained in official Juuva literature. In particular, no Brand Partner may make any claim that Juuva products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only are such claims in violation of Juuva policies, but they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic laws and Federal Trade Commission laws.

### 3.4 Retail Establishments:

Juuva products may not be sold, displayed, or stored in public retail establishments, including but not limited to health food stores, grocery stores, chain stores, shopping malls, internet auction sites, internet malls, internet stores, virtual shopping sites, or other establishments in which the primary function is the retail sale of products as opposed to professional services. Juuva advertising or promotional materials may not be displayed inside or outside such retail establishments.

A Brand Partner may sell Juuva products under certain circumstances, Juuva products may be sold through Service-Related Establishments. A "Service-Related Establishment" is one that receives revenue primarily by providing personal service, rather than by selling products. Such establishments include offices of doctors, dentists, chiropractors, and other health professionals, health clubs, gymnasiums, barber shops, beauty shops, nail boutiques, counseling services, tanning centers, and other such businesses where the customer's use of the establishment is controlled by customer membership or appointment. Juuva products may not be displayed only promotional materials may be displayed in the interior of the approved establishments.

In order to sell Juuva products in a Service-Related Establishment, Brand Partner's must obtain prior written approval from the Juuva Compliance Department.

Request for such approval must be submitted in writing to:

EMAIL Juuva Compliance  
[compliance@juuva.com](mailto:compliance@juuva.com)

Juuva Compliance will use the following guidelines when approving the sale of Juuva products in Service-Related Establishments. Brand Partners should provide details of the following information when available in their written request for approval:

- The establishment should have a Brand Partner on-site to work with customers directly.
- The establishment should be a “local” business.
- The reach of the establishment should be limited so as to not infringe on other Brand Partner’s abilities to retail products.

### 3.5 Conflicts of Interest

#### 3.5.1 Non-compete and non-solicitation.

a) Non-compete: Juuva Brand Partners are free to participate in other direct sales, multilevel or network marketing business ventures or marketing opportunities (collectively “network marketing”), until such time as a Brand Partner seeks to be awarded the Title or Rank of Diamond or higher, upon which such Brand Partner shall not engage in any other “network marketing” activities. A Brand Partner seeking Rank or Pin Title of a Diamond or higher will be asked to sign a Commitment to Exclusivity prior to Rank or Pin Title advancement as a Diamond or above. Failure to comply with the terms of the Commitment to Exclusivity will subject the Brand Partner to the loss of all bonuses and commissions for so long as the conflict persists. The Company also has the right to seek a return of bonuses or commissions paid to any Diamond or higher Rank Brand Partner’s if engaged in “network marketing” with any organization or company other than Juuva. The Company shall also have the right to deny or retract any Rank or Pin Title for failure to comply with the terms of the Commitment to Exclusivity.

b) Non-solicitation: Notwithstanding the above regarding limitations on competing activities, during the term of this Agreement, Brand Partners may not directly or indirectly recruit other Juuva Brand Partners, Preferred Customers or Customers for any other business opportunities, whether or not such Brand Partner, Preferred Customer or Customer is or is not personally known by the Brand Partner, enrolled by the Brand Partner, or in the Brand Partners Placement Tree. This obligation to not solicit is binding upon all Brand Partners regardless of Rank or Pin Title, or amount of commissions earned or not earned.

Following the cancellation of a Brand Partner’s Independent Brand Partner Agreement, and for a period of twenty- four (24) calendar months thereafter, with the exception of a Brand Partner who is personally sponsored by the former Brand Partner and recorded in the Company records as being a personal enrollee, a former Brand Partner may not recruit any Juuva Brand Partner or Customer for another direct sales or network marketing business. Brand Partners and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Brand Partners and Juuva agree that this non-solicitation provision shall apply to all markets in which Juuva, or its affiliated companies conduct business.

The term “recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement or effort to influence in any other way, either directly, indirectly or through a third party, another Juuva Brand Partner, Customer, or Preferred Customer (excluding

personally, enrolled, and registered Brand Partners, Customers, or Preferred Customers) to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

### 3.5.2 Sale of Competing Goods or Services

Brand Partners must not sell, or attempt to sell, any competing non- Juuva programs, products or services to Juuva Customers or Brand Partners. Any program, product, or service in the same generic categories as Juuva products or services are deemed to be competing, regardless of differences in price structure, cost, quality, or other distinguishing factors.

### 3.5.3 Brand Partner Participation in Other Direct Selling Programs

If a Brand Partner is engaged in other non- Juuva direct selling programs, it is the responsibility of the Brand Partner to ensure that his or her Juuva business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

☒ Brand Partners shall not display Juuva promotional material, sales aides, products, or services with or in the same location as any non- Juuva promotional material or sales aides, products, or services.

☒ Brand Partners shall not offer Juuva's opportunity, products, or services to prospective or existing Customers or Brand Partners in conjunction with any non- Juuva program, opportunity, product, or service.

### 3.5.4 Downline Activity (Genealogy) Reports

Downline Activity Reports are available for Brand Partner access and viewing in the back office. of their Web site. Brand Partner access to their back office is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to Juuva. Downline Activity Reports are provided to Brand Partners in strictest confidence and are made available to Brand Partners for the sole purpose of assisting Brand Partners in working with their respective Downline Organizations in the development of their Juuva business. Brand Partners should use their Downline Activity Reports to assist, motivate and train their downline Brand Partners. The Brand Partner and Juuva agree that, except for this Agreement of confidentiality and nondisclosure, Juuva would not provide Downline Activity Reports to the Brand Partner. A Brand Partner shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

☒ Directly or indirectly disclose any information contained in any Downline Activity Report to any third party.

☒ Directly or indirectly disclose the password or other access code to his or her back office.

☒ Use the information to compete with Juuva or for any purpose other than promoting his or her Juuva business.

☒ Recruit or solicit any Brand Partner or Customer of Juuva listed on any report, or in any manner.

attempt to influence or induce any Brand Partner or Customer of Juuva to alter their business relationship with Juuva; including any attempt to persuade a Brand Partner to change their upline or position in the Brand Partner genealogy., or

- ☒ Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Activity Report.

Upon demand by the Company, any current or former Brand Partner will return the original and all copies of Downline Activity Reports to the Company.

If a Brand Partner has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports or charges, the Brand Partner must notify Juuva in writing within 60 days of the date of the purported error or incident in question. Juuva will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

### 3.6 Governmental Approval or Endorsement

Neither Federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Brand Partners shall not represent or imply that Juuva or its Prosperity Plan have been "approved", "endorsed" or otherwise sanctioned by any government agency.

### 3.7 Holding Applications or Orders

Brand Partners must not manipulate enrollments of new applicants and purchases of products. All Brand Partner Applications and Agreements and product orders must be sent to Juuva within 72 hours from the time they are signed by a Brand Partner or placed by a customer, respectively.

### 3.8 Independent Contractor Status

Brand Partners are independent contractors and are not purchasers of a franchise or a business opportunity. The agreement between Juuva and its Brand Partners does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Brand Partner. A Brand Partner shall not be treated as an employee for his or her services or for Federal or State tax purposes. All Brand Partners are responsible for paying local, state, and federal taxes due from all earned as a Brand Partner of the Company. The Brand Partner has no authority (expressed or implied), to bind the Company to any obligation. Each Brand Partner shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Brand Partner Agreement, these Policies and Procedures and applicable laws.

### 3.9 International Marketing

Brand Partners are authorized to market and promote Juuva products and/or services and enroll Brand Partners only in the countries in which Juuva is authorized to conduct business, as announced in official Company literature. Juuva services and/or sales aides cannot be shipped into, marketed, and/or sold in any foreign country. Brand Partners may sell, give, transfer, or distribute Juuva sales aides only in their home country. In addition, no Brand Partner may, in any unauthorized country: (a) conduct sales activities, enrollment or training meetings; (b) enroll or attempt to enroll potential Brand Partners; or (c) conduct any other activity for the purpose of marketing or promoting Juuva products and/or services, establishing a marketing organization or promoting Juuva's opportunity, except as specifically authorized by Juuva.

### 3.10 Excess Product Purchases and Bonus Buying

Brand Partners must never purchase more products than they can reasonably use and must not influence or attempt to influence any other BRAND PARTNER to buy more products than they can reasonably use.

Bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product purchases by end user consumers. Should a Brand Partner participate in excess purchasing or bonus buying, they will be terminated. Further, if bonuses or commissions have been issued by the Company as a result of excess purchases or bonus buying, Juuva will demand that the BRAND PARTNER refund such payments to the Company and Juuva may pursue its legal rights in connect with the breach of this section of the Agreement.

“Bonus buying” includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of a Brand Partner Application and Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a Brand Partners. (c) the enrollment or attempted enrollment of non-existent individuals or entities as Brand Partners (“phantoms”); or (d) the use of a credit card by or on behalf of a Brand Partners or customer when the Brand Partners or customer is not the account holder of such credit card. Bonus buying constitutes a material breach of these Policies and Procedures and is strictly and absolutely prohibited.

### 3.11 Adherence to Laws and Ordinances

Brand Partners shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to BRAND PARTNERS because of the nature of their business. However, Brand Partners must obey those laws that do apply to them. If a city or county official tells a Brand Partners that an ordinance applies to him or her, the Brand Partner shall be polite and cooperative and immediately send a copy of the ordinance to the Compliance Department of Juuva.

### 3.12 One Juuva Business

A Brand Partner may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary in only one Juuva business. No individual may have, operate, or receive compensation from more than one Juuva business. The spouse or domestic partner of a Brand Partners may not have an ownership interest in any other Juuva business.

An exception to the one business per Brand Partners rule will be considered on a case-by-case basis in cases of a Brand Partners receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Compliance Department.

### 3.13 Actions of Household Members or Affiliated Individuals

If any member of a Brand Partners immediate household engages in any activity that, if performed by the Brand Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Brand Partners and Juuva may take disciplinary action pursuant to the Statement of Policies and Procedures against the Brand 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 Juuva may take disciplinary action against the Business Entity and the individual violating the Agreement. Likewise, if a BRAND PARTNER enrolls in Juuva as a Business Entity, each shareholder, officer, member, partner or other individual or entity with an ownership interest, right or claim to any bonus or commission sharing, or management responsibility in the Brand Partner or Business Entity shall be personally and individually bound to, and must comply with, the Terms & Conditions of the Agreement and these Policies & Procedures.

### 3.14 No Roll-up of Marketing Organization in the Placement Tree or the Enrollment Tree

When a vacancy occurs in a Marketing Organization due to the termination of a Juuva business, each Brand Partner in the first level immediately below the terminated Brand Partner will NOT be moved to the first level ("front line") of the terminated Brand Partner's sponsor.

### 3.15 Sale, Transfer or Assignment of Juuva Business

Although a Juuva business is a privately owned, independently operated business, the sale, transfer, or assignment of a Juuva business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a Juuva business, is subject to certain limitations. If a Brand Partner wishes to sell or assign any interest in his or her Juuva business, or any interest in a Business Entity that owns or operates a Juuva business, the following criteria must be met:

☐ The selling BRAND PARTNER must offer Juuva the right of first refusal to purchase the business or

business interest on the same terms as agreed upon with Juuva third- party buyer. Juuva shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal.

☐ The buyer or transferee must become a qualified Juuva BRAND PARTNER. If the buyer is an active Juuva BRAND PARTNER, he or she must 1) first satisfy any debt obligation to Juuva, and 2) thereafter terminate his or her Juuva business and wait six (6) calendar months before rejoining Juuva by submitting a new Brand Partner Enrollment Form 3) for placement in an open Brand Partner node at the bottom of the Placement Tree, or by acquiring any interest in a different Juuva business, provide that the acquired business position must be within the same branch of the Enrollment Tree from which he/she resigned. If the acquired business position is not within the same branch of the Enrollment Tree from which He/She resigned; the acquisition shall not be permitted.

- ☐ In any event, the acquisition of an existing business position by a new or previously resigned Brand Partner must have the prior approval of the Juuva Board of Directors which approval will not be withheld if the transfer of ownership and/or the new position of the rejoining Brand Partner is in the overall best interest of the company and its Brand Partners.
  
- ☐ Before the sale, transfer or assignment can be finalized and approved by Juuva, any debt obligations the selling party has with Juuva must be satisfied.
  
- ☐ The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a Juuva business or rights, claims or interest therein.
  
- ☐ The new ownership of a BRAND PARTNER will be responsible for all income earned in the calendar year that the transfer of ownership is executed. The new owner of the BRAND PARTNER must understand that the new owner will be responsible for the taxes earned on that Juuva Brand Partner Position, including but not limited to all bonuses and commissions generated in the calendar year and will be 1099 income and will be reported as such in the name on record of ownership as of December 31 end of year.

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

### 3.16 Separation of a Juuva Business

Juuva BRAND PARTNERS sometimes operate their Juuva businesses as husband-wife partnerships, regular partnerships, LLCs, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, partnership, trust, or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- ☐ One of the parties may, with consent of the other(s), operate Juuva's business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize Juuva to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
  
- ☐ The parties may continue to operate Juuva's business jointly on a "business as usual" basis, whereupon all compensation paid by Juuva will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Juuva split commission and bonus payments between divorcing spouses or members of dissolving entities. Juuva will recognize only one Downline Organization and will issue only one commission payment per Juuva business per commission cycle. Commission payments shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the BRAND PARTNER Agreement shall be involuntarily canceled.

If a former spouse has completely relinquished all rights in the original Juuva business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six (6) calendar months. In the case of business entity dissolution, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six (6) calendar months from the date of the final dissolution before re-enrolling as a BRAND PARTNER in either case, the former spouse or business affiliate shall have no rights to any BRAND PARTNERS in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new BRAND PARTNER.

#### Sponsoring Online

When sponsoring a new BRAND PARTNER through the online enrollment process, the sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online application and agreement, Juuva's Policies and Procedures and Juuva's Prosperity Plan. The sponsor may not fill out the online application and agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

#### 3.18 Succession

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

- ☐ Execute a BRAND PARTNER Agreement.
- ☐ Comply with terms and provisions of the Agreement.
- ☐ Meet all the qualifications for the deceased BRAND PARTNER's status.
- ☐ The devisee must provide Juuva's with an "address of record."
- ☐ If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. Juuva will issue all bonus and commission payments and one 1099 to the business.

entity.

☐ Provide a valid Bank Account.

### 3.18.1 Transfer Upon Death of a BRAND PARTNER

To affect a testamentary transfer of a Juuva business, the executor of the estate must provide the following to Juuva's:

- (1) an original death certificate.
- (2) certified letters testamentary or a letter of administration appointing an executor; and
- (3) written instructions from the authorized executor to Juuva specifying to whom the business and income should be transferred.

### 3.18.2 Transfer Upon Incapacitation of a BRAND PARTNER

To effectuate a transfer of a Juuva business because of incapacity, the successor must provide the following to Juuva: (1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer Juuva's business; and (3) a completed BRAND PARTNER Agreement executed by the trustee.

#### Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission 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. Although Juuva does not consider BRAND PARTNERS to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that a BRAND PARTNER's inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause him or her to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to \$11,000.00 per violation).

Therefore, BRAND PARTNERS must not engage in telemarketing in the operation of their Juuva businesses. The term "telemarketing" means the placing of one or more telephone calls to an Individual or entity to market and promote Juuva products or services, or to recruit and Individual or entity for Juuva's opportunity. "Cold calls" made to prospective customers or BRAND PARTNERS that promote either Juuva's products or services or the Juuva opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or BRAND PARTNER (a "prospect") is permissible under the following situations:

- ☐ If the BRAND PARTNER has an established business relationship with the prospect. An "established business relationship" is a relationship between an BRAND PARTNER and a prospect based on the prospect's purchase, rental or lease of goods or services from the BRAND PARTNER, or a financial transaction between the prospect and the BRAND PARTNER, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- ☐ The prospect's personal inquiry or application regarding a product or service offered by the BRAND PARTNER within the three (3) months immediately preceding the date of such a call.

- ☐ If the BRAND PARTNER receives written and signed permission from the prospect authorizing the BRAND PARTNER to call. The authorization must specify the telephone number(s) that the BRAND PARTNER is authorized to call.
- ☐ A BRAND PARTNER may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom the BRAND PARTNER has at least a recent first-hand relationship within the preceding sixty (60) months. Bear in mind, however, that if a BRAND PARTNER engages in “card collecting” with everyone he or she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if a BRAND PARTNER engages in calling “acquaintances,” he or she must make such calls on an occasional basis only and not make this a routine practice.
- ☐ In addition, BRAND PARTNERS shall not use automatic telephone dialing systems relative to the operation of their Juuva businesses. The term “automatic telephone dialing system” means equipment that has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.
- ☐ Brand Partners shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a “robocall”) regarding Juuva products, services, or opportunity.

### 3.20 Back Office Access

Juuva makes online back offices available to its BRAND PARTNERS. Back offices provide BRAND PARTNERS access to confidential and proprietary information that may be used solely and exclusively to promote the development of a BRAND PARTNER’s Juuva business and to increase sales of Juuva products or services. However, access to a back office is a privilege, and not a right. Juuva reserves the right at any time to deny an BRAND PARTNER’s access to the back office at its sole discretion, and may do so for any reason sufficient to Juuva including, but not limited to, inactivity, abuse of data, failure to purchase a minimum 70 PV in any 28-day period, unauthorized communications with other Brand Partners, inappropriate solicitations, or to protect Juuva information from use by competitors.

#### Seventy Percent (70%) Rule

Juuva will strictly adhere to the policy that prior to honoring an order for product by a Brand Partner, the BRAND PARTNER must certify that he/she has sold at retail at least 70% of all prior inventories purchased. By placing an order, each BRAND PARTNER certifies that at least 70% of the prior purchases have been resold to customers of Juuva products. A BRAND PARTNER will be allowed by Juuva to purchase a reasonable amount of product for personal use and enjoyment as well as to be used as sales samples. Juuva has the right to monitor compliance with this rule, and any fraudulent information supplied by the BRAND PARTNER will be grounds for termination of the Brand Partner position of the violating party. For this reason, it is important that the BRAND PARTNER keep accurate sales records.

All retail sales should be carefully documented. All BRAND PARTNERS should remit all necessary sales tax as deemed by their state of residence. A BRAND PARTNER may not retail any Juuva product for less than the wholesale price. Juuva will randomly audit BRAND PARTNERS for retail sales in compliance with the 70% requirement. By reordering, a BRAND PARTNER certifies that he or she has complied with this policy.

BRAND PARTNERS must develop or service at least five customers every month. These customers can be personal retail customers or online customers.

#### SECTION 4: RESPONSIBILITIES OF INDEPENDENT BRAND PARTNERS

##### 4.1 Change of Address, Telephone and E-Mail Addresses

To ensure timely delivery of products and support materials, it is critically important that Juuva's files are current. Street addresses are required for shipping since UPS cannot deliver to a post office box. BRAND PARTNERS must amend their contact information through their BRAND PARTNER Back Office, as necessary. BRAND PARTNERS and customers will be charged shipping fees for orders that are shipped to an incorrect or outdated address provided to Juuva.

##### 4.2 Continuing Development Obligations

###### 4.2.1 Ongoing Training

Any BRAND PARTNER who sponsors another BRAND PARTNER into Juuva must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Juuva business. BRAND PARTNERS must have ongoing contact and communication with the BRAND PARTNERS in their Downline Organizations. Examples of such contact and communication may include, but are not limited to newsletters, sales aides, training materials, invitations to webinars, written correspondence, personal meetings, telephone contact, voice mail, electronic mail and the accompaniment of downline BRAND PARTNERS to Juuva meetings, training sessions and other functions. Upline BRAND PARTNERS are also responsible to motivate and train new BRAND PARTNERS in Juuva product and services knowledge, effective sales techniques, Juuva's Prosperity Plan, and compliance with Company Policies and Procedures. Communication with and the training of downline BRAND PARTNERS must not, however, violate Section 3.2 (regarding the development of BRAND PARTNER-produced sales aides and promotional materials).

BRAND PARTNERS should monitor the BRAND PARTNERS in their Downline Organizations to guard against downline BRAND PARTNERS making improper product or business claims or engaging in any illegal or inappropriate conduct.

###### 4.2.2 Increased Training Responsibilities

As BRAND PARTNERS progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge and understanding of Juuva's program. They will be called upon to share this knowledge with less experienced BRAND PARTNERS within their own organization and the organizations of other Juuva BRAND PARTNERS.

###### 4.2.3 Ongoing Sales Responsibilities

Regardless of their level of achievement, BRAND PARTNERS have an ongoing obligation to continue to personally promote Juuva's services through the generation of new customers and through servicing their existing customers.

##### 4.3 Non-disparagement

Juuva wants to provide its independent BRAND PARTNERS with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and

comments. All such comments should be submitted in writing to the Customer Service Department. Remember, to best serve you, we must hear from you! While Juuva welcomes constructive input, negative comments and remarks made in the field by BRAND PARTNERS about the Company, its products or compensation plan serve no purpose other than to sour the enthusiasm of other Juuva BRAND PARTNERS. For this reason, and to set the proper example for their downline, BRAND PARTNERS must not disparage, demean, or make negative remarks about Juuva, other Juuva BRAND PARTNERS, Juuva's products, the Prosperity Plan or Juuva's directors, officers, or employees. Violation of this provision will subject a BRAND PARTNER to being barred from attendance at Company BRAND PARTNER meetings and events and other Disciplinary Sanctions listed in Section 8.1.

## SECTION 5: VOLUME REQUIREMENTS

### 5.1 Product Sales

The Juuva Prosperity Plan is based on the marketing and promotion of Juuva products and services to end consumers. BRAND PARTNERS must fulfill personal and Downline Organization sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement.

### 5.2 No Territory Restrictions

There are no exclusive territories granted to anyone. No franchise fees are required.

### 5.3 Receipts

BRAND PARTNERS must provide their customers with two (2) copies of an official Juuva sales or other official sales receipt at the time of the sale. These receipts set forth the Return Policy as well as any consumer protection rights afforded by federal or state law. BRAND PARTNERS must maintain all receipts for a period of two (2) years and furnish copies to Juuva at the Company's request.

Remember that customers must receive two (2) copies of the sales receipt. In addition, BRAND PARTNERS must orally inform the buyer of his or her cancellation rights.

## SECTION 6: BONUSSES AND COMMISSIONS

### 6.1 Bonus and Commission Qualifications

A BRAND PARTNER must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a BRAND PARTNER complies with the terms of the Agreement, Juuva shall pay commissions to such BRAND PARTNER in accordance with the Prosperity plan. Commissions and bonuses may be paid to BRAND PARTNERS via a Company Check, or direct deposit to the BRAND PARTNER's Bank Account. The minimum amount for which Juuva will issue payment to a BRAND PARTNER is \$25.00. If a BRAND PARTNER's bonuses and commissions do not equal or exceed \$25.00, the Company may accrue the commissions and bonuses until they total \$25.00. Payment will be issued once \$25.00 has been accrued.

## 6.2 Adjustments to Bonuses and Commissions

### 6.2.1 Adjustments for Returned Products

BRAND PARTNERS receive bonuses and commissions based on the actual sales of products and services to end consumers. When a product is returned to Juuva for a refund or is repurchased by the Company, the bonuses, and commissions attributable to the returned or repurchased product(s) will be deducted in the month in which the re- fund is given, and continuing every pay period thereafter until the commission is recovered, from the upline BRAND PARTNERS who received bonuses and commissions on the sales of the refunded products.

### 6.2.2 Payments

The Company pays bonuses and commissions to BRAND PARTNERS in accordance with the schedule detailed in the Juuva Prosperity Plan. These payments may be made via Company check, direct deposit to the Bank Account of the BRAND PARTNER, or through the use of a Juuva private label debit card. No payments will be issued to the BRAND PARTNER until the BRAND PARTNER has accrued at least \$25.00 in bonuses and commissions. Checks that are not cashed within ninety (90) days of issuance may be voided BRAND PARTNERS may be charged a \$15.00 fee for reissued checks.

## 6.3 Reports

All information provided by Juuva in online or telephonic downline activity reports, but not limited to personal and group sales volume (or any part thereof), and including downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; or credit card and electronic check chargebacks; the information is not guaranteed by Juuva or any persons creating or transmitting the information.

ALL PERSONAL AND DOWNLINE SALES VOLUME INFORMATION IS PROVIDED BRAND PARTNERED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, JUUVA AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY BRAND PARTNER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR DOWNLINE SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES OR COMMISSIONS, LOSS OF OPPORTUNITY AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE INFORMATION), EVEN IF JUUVA OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, JUUVA OR OTHER PERSONS CREATING OR

TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of Juuva's online and telephone reporting services and your reliance upon such information is at your own risk. All such information is provided Partnered to you "as is." If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to Juuva's online and telephone reporting services and your reliance upon the information.

## SECTION 7: PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE.

### 7.1 Product Guarantee

Juuva offers all customers a 30-day return period on product purchases. If a customer is dissatisfied with any Juuva product within thirty (30) days of purchase, The Product may be returned the product for a full refund restocking fee. Product returns must be unopened and in resalable condition. Customer returns must be submitted with receipt of purchase. Shipping costs are not refundable. Refunds will be issued within thirty days of Juuva's receipt of refund request. Products returned for a manufacturer defect may be exchanged free of charge. If a BRAND PARTNER returns more than \$300.00 in products in any twelve (12) consecutive month period, it shall constitute the BRAND PARTNER's request to cancel his or her BRAND PARTNER Agreement, and the return shall be treated as an inventory return.

Any Commissions paid to the Brand Partner and his or her Upline for the Products re- turned will be debited from the respective Upline Brand Partner's account or withheld from present or future Commission payments. A Brand Partner agrees that he or she will not rely on existing Downline Organization Volume at the close of a Commissions period, as returns may cause changes to his or her Title, Rank, and/or Commission's payout.

#### 7.1.1 Return of Sales aides Partners and Inventory by BRAND PARTNERS upon Cancellation (except residence of Montana - see Section 7.1.2 below)

BRAND PARTNERS may cancel the BRAND PARTNER Agreement within three (3) days of execution and receive a full refund of all Brand Partner fees. Upon cancellation of a BRAND PARTNER's Agreement, the BRAND PARTNER may return any sales held in his or her inventory for a refund. BRAND PARTNERS may only return sales aides that he or she personally purchased from Juuva (purchases from other BRAND PARTNERS or third parties are not subject to refund), and which are in Resalable condition, and which have been purchased within one year prior to the date of cancellation. Upon receipt of Resalable sales aides, the BRAND PARTNER will be reimbursed 90 percent of the net cost of the original purchase price(s). Shipping charges are not refundable. If the purchases were made through a credit card, the refund will be credited back to the same account.

### 7.1.2 Montana Residence

A Montana resident may cancel his or her BRAND PARTNER Agreement within fifteen (15) days from the date of enrollment and may return his or her sales aides for a full re- fund within such time period. Thereafter the policies of Section 7.1.1 will apply.

### 7.1.3 Procedures for All Returns

If you are not satisfied with your Juuva product purchase, Juuva will refund your purchase price or replace the product.

To Receive Proper Credit please follow these guidelines:

1. Product purchases made within 30-days of your initial enrollment order are eligible a 100% for refund. Any return after the 30-days will result in a 10% restocking fee.
2. To request a refund, you must contact Customer Service within 30 calendar days of your purchase date.
3. Shipping charges are non-refundable.
4. All products must be returned to the Juuva designated distribution center as indicated by Customer Service.
5. Obtain a Return Merchandise Authorization Number (RMA#) from the Juuva Customer Service Department.
6. Returns must be received within 10 business days of RMA issuance.
7. Return the product by a traceable means of delivery with the RMA# to Juuva's distribution center in the United States indicated on the label of de livery of product.
8. Use proper shipping carton(s) and packaging materials to return product at purchaser's risk and expense, send by traceable means delivery.
9. Refunds will be processed within 10 business days of receipt of product.

Instructions for returns can be obtained by contacting Juuva Customer Service at 801-528-1894.

Promotional and certain specialty items may have more restricted conditions for returns.

Cancellation Policy: If a customer or Brand Partner wishes to cancel an order, please call customer service at 801-528-1894. We can only cancel orders before it ships. If an order has already shipped, please refer to the return policy.

#### Damaged/Defective Items

If you receive a damaged or defective item, contact a Customer Service Representative within 30 days of delivery at 801-528-1894. Please supply the Representative with your Brand Partner BRAND PARTNER number and Order number. Juuva will make every reasonable effort to replace the item in a timely manner.

## SECTION 8: DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

### 8.1 Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, or any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an BRAND PARTNER that, in the sole discretion of the Company may damage its reputation or good-will (such damaging act or omission need not be related to the BRAND PARTNER's Juuva business), may result, at Juuva's discretion, in one or more of the following corrective measures:

- ☐ Issuance of a written warning or admonition.
- ☐ Requiring the BRAND PARTNER to take immediate corrective measures.
- ☐ Imposition of a fine, which may be withheld from bonus and commission payments.
- ☐ Loss of rights to one or more bonus and commission payment.
- ☐ Withholding all or part of the BRAND PARTNER's bonuses and commissions during the period that Juuva is investigating any conduct allegedly violating the Agreement. If a BRAND PARTNER's business is canceled for disciplinary reasons, the BRAND PARTNER will not be entitled to recover any commissions withheld during the investigation period.
- ☐ Suspension of the individual's BRAND PARTNER Agreement for one or more pay periods.
- ☐ Involuntary termination of the offender's BRAND PARTNER Agreement.
- ☐ Suspension and/or termination of the offending BRAND PARTNER's Juuva Web site or Web site access.
- ☐ Any other measure expressly allowed within any provision of the Agreement or which Juuva deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the BRAND PARTNER's policy violation or contractual breach.
- ☐ In situations deemed appropriate by Juuva, the Company may institute legal proceedings for monetary and/or equitable relief.

### 8.2 Arbitration

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by 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. BRAND PARTNERS waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Springville, Utah. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure, and the Federal Rules of Evidence shall apply. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel that the American Arbitration Panel provides Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the

arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent Juuva from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Juuva's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

### 8.3 Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Utah County, State of Utah or in the United States District Court for 10<sup>th</sup> Circuit. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in Section 8.3, residence of the State of Louisiana shall be entitled to bring an action against Juuva in their home forum and pursuant to Louisiana law.

## SECTION 9: PAYMENT AND SHIPPING

### 9.1 Returned Checks.

All checks returned by a BRAND PARTNER's bank for insufficient funds will be resubmitted for payment. A returned check fee will be charged to the account of the BRAND PARTNER. After receiving a returned check from a customer or a BRAND PARTNER, all future orders must be paid by Credit Card, money order or cashier's check. Any outstanding balance owed to Juuva by a BRAND PARTNER for NSF checks and returned check fees will be withheld from subsequent bonus and commission payments.

### 9.2 Sales Taxes

Juuva is required to charge sales taxes on some product purchases made by BRAND PARTNERS and Preferred Customers, and remit the taxes charged to the respective states. Accordingly, on such products Juuva will collect and remit sales taxes on behalf of BRAND PARTNERS, based on the Suggested Retail Price of the products according to applicable tax rates in the state or province to which the shipment is destined. Sales taxes due upon resale of the product above the SRP by BRAND PARTNERS to customers will be the responsibility of the BRAND PARTNER to collect and remit sales taxes to the appropriate authorities. Sales taxes collected from customers should be reflected in the two (2) sales receipts provided to the customer.

### 9.3 Shipping

To ensure timely delivery of products and support materials, it is critically important that the Juuva files are current. Street addresses are required for shipping since UPS cannot deliver to a Post Office box. Brand Partners need to check and verify that their information is correct through the back office. Brand Partners and customers will be charged shipping fees for orders that are shipped to an incorrect or outdated address provided to Juuva.

Juuva will normally ship products within one (1) business day from the date on which it receives an order. Juuva will expeditiously ship any part of an order currently in stock. If, however, an ordered item is out-of-stock, it will be placed on back order and sent when Juuva receives additional inventory. Brand Partners will be charged and given Volume on back ordered items unless notified on the invoice that the product has been discontinued. Juuva will notify Brand Partners and customers if items are backordered and are not expected to ship within 30 days from the date of the order. An estimated shipping date will also be provided. Back ordered items may be canceled upon request. Brand Partners and customers request a refund, credit on account, or replacement merchandise for canceled back orders. If a refund is requested, the Brand Partners Volume will be decreased by the amount of the re- fund in the month in which the refund is issued.

## SECTION 10: INACTIVITY, RECLASSIFICATION AND CANCELLATION

### 10.1 Effect of Cancellation

So long as a BRAND PARTNER remains active and complies with the terms of the BRAND PARTNER Agreement and these Policies and Procedures, Juuva shall pay commissions to such BRAND PARTNER in accordance with the Prosperity Plan. A BRAND PARTNER's bonuses and commissions constitute the entire consideration for the BRAND PARTNER's efforts in generating sales and all activities related to generating sales (including building a downline organization).

Following a BRAND PARTNER's non-renewal of his or her BRAND PARTNER Agreement, cancellation for inactivity or voluntary or involuntary cancellation of his or her BRAND PARTNER Agreement (all of these methods are collectively referred to as "cancellation"), the former BRAND PARTNER shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. A BRAND PARTNER whose business is cancelled will lose all rights as a BRAND PARTNER. This includes the right to sell Juuva products and services and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the BRAND PARTNER's former downline sales organization. In the event of cancellation, BRAND PARTNERS agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of their former downline organization.

Following a BRAND PARTNER's cancellation of his or her BRAND PARTNER Agreement, the former BRAND PARTNER shall not hold himself or herself out as a Juuva BRAND PARTNER and shall not have the right to sell Juuva products or services. A BRAND PARTNER whose BRAND PARTNER Agreement is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

Any Brand Partner whose position is cancelled for any reason, voluntarily or involuntarily, will remain on Juuva records as a Juuva Preferred Customer, unless Juuva is advised otherwise in writing.

## 10.2 Active, Inactive and Non-Participating Status

- a) Active: A BRAND PARTNER who has in a commission period met the minimum personal purchase obligation for that period will be deemed and “Active” Brand Partner.
- b) Inactive: A BRAND PARTNER who in any commission period has not met the minimum purchase obligation for the period will be deemed an “Inactive” Brand Partner.
- c) Non-Participating Status: A BRAND PARTNER who for six (6) Juuva Months does not participate (defined as no purchases of Juuva Product other than sales aides, or enrollment of another BRAND PARTNER or Preferred Customer) will be designated as a NON PARTICIPTING Brand Partner .Brand Partner on non-participating status may continue to receive commissions as they relate to any time period prior to In- active Status, but not for any period while on Inactive Status. Any BRAND PARTNER who engages in no activity as above defined for twelve (12) Juuva Months may be subject to Voluntarily Cancelled their BRAND PARTNER Enrollment with Juuva.

## 10.3 Involuntary Cancellation

A BRAND PARTNER’s violation of any of the terms of the Agreement, including any amendments that may be made by Juuva in its sole discretion, may result in any of the sanctions listed in Section 8.1, including the involuntary cancellation of his or her BRAND PARTNER Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered by an express courier, to the BRAND PARTNER’s last known address, email address or fax number, or to his or her attorney or when the BRAND PARTNER receives actual notice of cancellation, whichever occurs first.

Juuva reserves the right to terminate all BRAND PARTNER Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity or (3) terminate distribution of its products via direct selling.

## 10.4 Voluntary Cancellation

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address. The written notice must include the BRAND PARTNER’s signature, printed name, address, and Juuva Identification Number.

## SECTION 11: FEES

### 11.0 Summary of Fees

- Fee for Change Request: \$25 US Dollars (see Sec 3.3)
- Fee for re issuance of checks: \$15 US Dollars (see Sec 6.2.2) Returned Checks: \$25 US Dollars (see Sec 9.1)
- Enrollment: \$49 US Dollars (see Enrollment Application and Agreement)
- Renewal: \$49 US Dollars, unless waived

## SECTION 12: DEFINITIONS

## 12.0 Definitions

Calendar Month: Each monthly period as defined by the US calendar.

Customer: Any party that purchases products from Juuva Independent

Associate: Any party that has submitted a properly completed

Enrollment Application and Agreement, paid any required enrollment

costs, and has had that Agreement approved by Juuva. Juuva Month: A rolling 28- day period, see official Company literature for schedule.

Preferred Customer: Any party that that has submitted a properly completed Enrollment Application and Agreement, selected the Preferred Customer option, paid any required enrollment costs, and has had that Agreement approved by Juuva.