

BThere™
Policies & Procedures
Effective 12/12/2025

NOTE: These Policies & Procedures Contain an arbitration agreement in the Dispute Resolution policy at Section 59 that affects how claims you may have against BThere, or claims BThere may have against you, will be resolved. The parties understand and agree that the Dispute Resolution agreement in Section 59 operates as a separate and distinct agreement that is severable from the remainder of the Representative Agreement and is enforceable regardless of the enforceability of any other provision of the Representative Agreement or the Representative Agreement as a whole. Consideration for the Dispute Resolution agreement includes, without limitation, the parties' mutual agreement to arbitrate claims.

1. The Agreement. These Policies & Procedures govern the relationship between you, as an Independent BThere Representative, and BThere LLC (hereafter "BThere" or the "Company"). These Policies & Procedures, together with the BThere Compensation Plan, and the BThere Business Entity Addendum (the Business Entity Addendum is only applicable to Representatives who enroll as a business entity) make up the Agreement between you and BThere. Therefore, as used in this document, the term "Agreement" collectively refers to these Policies & Procedures, the BThere Compensation Plan, and the BThere Business Entity Addendum, in their current form and as may be amended in the future at the Company's discretion. Independent Representatives shall be referred to herein as "Representatives." Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect.

2. Independent Contractor Status. Representatives are independent contractors and not employees, partners, legal representatives, or franchisees of BThere. Representatives are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long-distance telephone and other business expenses. **REPRESENTATIVES SHALL NOT BE TREATED AS A B THERE EMPLOYEE FOR FEDERAL OR STATE TAX PURPOSES.** BThere is not responsible for withholding and shall not withhold or deduct FICA, or taxes of any kind from Representatives' compensation. Representatives are not entitled to workers' compensation or unemployment security benefits of any kind from BThere.

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

3. Income Taxes. As an independent contractor, you are responsible for paying local, state, and federal taxes on any income generated as a BThere Representative. Every year, BThere will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: 1) Had earnings of over \$600 in the previous calendar year; or 2) Made purchases during the previous calendar year in excess of \$5,000. To facilitate this reporting, you must provide BThere with your Social Security Number, Employer Identification Number, or Taxpayer Identification Number as appropriate.

4. Tax ID Verification / Substitute W-9. With respect to the Social Security Number, Employer Identification Number, or Taxpayer Identification Number that you provide to BThere during the enrollment process, you certify, under penalty of perjury, as follows:

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

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

6. Amendments to the Agreement. The Company reserves the right to periodically amend the Agreement and the prices of its products at its discretion. Amendments shall be effective 30 days after notice and publication of the amended provisions, but amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notice of amendments shall be emailed to each Consultant at the Consultant's email address on file and/or posted in each Representative's Back Office. If you do not agree to any amendments, your sole recourse is to cancel the Agreement. The continuation of a Representative's BThere business, the acceptance of any benefits under the Agreement, the acceptance of bonuses or commissions, or the continued use of the Representative Replicated Website or Back-Office constitutes acceptance of all amendments.

This provision does NOT apply to the dispute resolution and arbitration provisions found in Section 59, which can only be modified via mutual consent.

7. No Product or Service Purchase Required. Representatives are not required to purchase or subscribe to any of BThere's products or services. Representatives must, however, complete the sales training section of their Back office in order to participate in the BThere Representative program. . Completion of this training will provide you with access to your replicated website and other online sales and marketing tools, materials, and support in electronic and online media formats, including product and service updates.

8. Representatives' Rights. Representatives:

- Have the right to sell, and solicit orders for, BThere products and services in accordance with these Policies & Procedures. It is within the exclusive right of BThere to accept or reject orders submitted by Representatives.
- Have the right to enroll others as BThere Representatives.
- If qualified, have the right to earn commissions and bonuses pursuant to the BThere Compensation Plan.

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

If the assets of BThere, or a controlling ownership interest in BThere, is transferred to a third party, BThere may assign its rights and delegate its duties and obligations under the Agreement to such third party as part of the sale or transfer.

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

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

12. Minimum Age. Persons under age 18 may not be Representatives and no Representative shall knowingly recruit or enroll, or attempt to recruit or enroll, any person under age 18.

13. Severability. If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible. The existence of any claim or cause of action of a Representative against BThere shall not constitute a defense to BThere's enforcement of any term or provision of the Agreement.

14. Term and Renewal of the Agreement. The term of the Agreement is one year from the date of enrollment. A Representative may cancel the Agreement at any time and for any reason. In order to continue as a Representative beyond the initial term of this Agreement (unless the Agreement has been previously terminated as provided at Sections 48 and 50), Representatives must renew the Agreement each year by logging into their Back-Offices and affirmatively renewing the Agreement prior to the annual anniversary date. Representatives will be reminded of their upcoming renewal through their Back-Offices or email. At that time, Representatives may elect to renew or cancel the Agreement. **BThere reserves the right to elect not to renew a Representative's Agreement at its option upon 30 days' prior written notice.**

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

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

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

- Deceptive conduct is always prohibited. Representatives must ensure that their statements are truthful, fair, accurate, and are not misleading.
- If the Agreement is cancelled for any reason, the Representative must discontinue using the BThere name, and all other BThere intellectual property, and all derivatives of such

intellectual property, in postings on all Social Media, websites, or other promotional material.

- Representatives may not represent or imply that any state or federal government official, agency, or body has approved or endorses BThere, its program, or products.
- Representatives must not engage in any illegal, fraudulent, deceptive, or manipulative conduct in their business or their personal lives that, in the Company's sole discretion, could damage the Company's reputation or the culture that exists within the field sales force.

16. Training and Leadership. Representatives agree that although they are independent contractors, because they have the ability to earn compensation based on the sales and other activities of their enrollees, they must participate and assist in the training of their personally enrolled Representatives. As such, Representatives agree as follows:

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

17. Social Media. In addition to meeting all other requirements specified in these Policies & Procedures, should a Representative utilize any form of social media in connection with his or her BThere business, including but not limited to blogs, Facebook, Twitter, Instagram, LinkedIn, YouTube, or Pinterest, the Representative agrees to each of the following:

- Representatives are responsible for the content of all material that they produce and all of their postings on any social media site, as well as **all** postings on any social media account that they own, operate, or control.
- Representatives agree that they shall not make any product claims, income claims (including lifestyle claims), or compensation plan claims in any social media posting

unless such claims are in compliance with the provisions of Sections 26 - 28 as applicable.

- Representatives shall not make any social media postings, or link to or from any postings or other material that are sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, national origin, creed, religion, gender, gender identity, sexual orientation, physical or mental disability, or otherwise), is graphically violent, is solicitous of any unlawful behavior, that engages in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- No product sales or enrollments may occur on or through any social media site. To process sales or enrollments, a social media posting must link only to the Representative's BThere Replicated Website, BThere's corporate website or an official BThere corporate social media page.
- It is each Representative's responsibility to follow the social media site's terms of use.
- Any social media account that is directly or indirectly operated or controlled by a Representative that is used to discuss or promote BThere's products or the BThere opportunity may not contain any posts that promote any direct selling company that offers, sells, or distributes products or services that are competitive with the products and services offered by BThere. Nor may any such social media account link to any website or social media page or account that promotes any products or services that are directly competitive with the products and services offered by BThere.
- During the term of this Agreement and for a period of 12 calendar months thereafter, a Representative may not use any social media account on which they discuss or promote, or have discussed or promoted, the BThere business or BThere's products or services to directly or indirectly solicit anyone for another direct selling program. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 30.
- During the term of the Agreement and for 12 calendar months after the cancellation of a Representative's business for any reason, a Representative shall not take any action on any social media account or page on which they discuss or present, or have discussed or presented, BThere's products or the BThere business that may reasonably be foreseen to draw an inquiry from BThere's Representatives relating to the Representative's other direct selling business activities or products. Violation of this provision shall constitute a violation of the non-solicitation provision in Section 30.
- If a Representative creates a business page, team page, or group page on any social media site that promotes or relates to BThere, its products, or opportunity, the page may not promote or advertise the products or opportunity of any direct selling business other than BThere and its products. If the Agreement is cancelled for any reason or if the Representative becomes inactive, the Representative must immediately deactivate the business page, team page, or group page or, at the former Representative's option, turn over administrative rights to the page to BThere so that the Company may deactivate the page.
- Representatives shall respect the privacy of other social media users. Representatives shall not engage in abusive social media practices including but not limited to harvesting

or trolling for connections, shaming, or bullying others.

18. Representative Web Sites and Mobile Apps. Unless a Representative has received express written approval from the Company, a Representative may not create their own websites or mobile applications to promote their BThere business or BThere's products and services. BThere products may only be sold or promoted, and new BThere Representatives may only be enrolled, at: (i) the official BThere website, (ii) BThere-supplied Replicated Websites, and (iii) official BThere mobile apps (if applicable). Prohibited online forums include, but are not limited to, Representatives' personal websites, online retailers (e.g., Amazon) online auctions (e.g., eBay), and classified listings (e.g., Craigslist).

If a Representative wishes to use a personal website to promote their BThere business and BThere products, the Representative must submit a beta version of the website to the Company for review. Unless the Representative has received written approval to use and publish the website, the request shall be deemed denied. BThere reserves the right to refuse approval for any Representative-created website at its sole discretion. If a Representative-created website is approved by the Company, any amendments to the website must also be submitted to BThere and receive written approval before going live.

A personal website that does not comply with the following requirements will not be approved under any circumstance.

- The website may not be enabled to take or process product or service orders or product or service sales.
- The website may not be enabled to process Representative enrollments.
- The website must be directed to the Representative's BThere Replicated Website to process sales and/or enrollments.
- The website must clearly and conspicuously a) identify the Representative who is operating the website; b) disclose that he/she is a BThere Representative; and c) disclose that the website is not BThere's corporate website.
- Websites that do not identify the Representative who is the promoter of the site and/or that he/she is promoting BThere's products or the BThere opportunity (so called "blind" websites), are not permitted.
- The website must exclusively promote BThere's products and the BThere opportunity.
- The website must comply with all applicable provisions of these Policies & Procedures.

BThere reserves the right to rescind approval for any approved personal website, and Representatives waive all claims against BThere, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission. Upon cancellation of a Representative's BThere Agreement for any reason, the former Representative must immediately remove the website from the internet.

19. Sales Tools. As used in these Policies & Procedures, the term “Sales Tools” means promotional material used to assist in promoting the sale of products or services, or in the promotion of a business program. Examples of Sales Tools include, but are not limited to, printed materials, websites, audio & video recordings, social media postings and mobile applications. BThere makes a wide variety of Sales Tools available to Representatives to use to promote their independent BThere businesses. However, the Company recognizes that some Representatives may wish to create and use their own Sales Tools as well. If a Representative wishes to create and use his or her own Sales Tools (including, without limitation, advertising materials, promotional materials, and all other marketing methods), the proposed Sales Tool(s) must be submitted to the Company and receive written approval before they can be used or made public. Unless the Representative has received written approval to produce and use a proposed Sales Tool, the request shall be deemed denied. BThere reserves the right to refuse approval for any Representative-created Sales Tool at its sole discretion. **BThere further reserves the right to rescind approval for any previously approved Sales Tools, and Representatives waive all claims against BThere, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.**

Representatives who receive written authorization from BThere to produce and publish Sales Tools may make approved Sales Tools available to other Representatives and may sell such Sales Tools to other Representatives provided the Sales Tools are sold to other Representatives at the selling Representative’s cost. That is, Representatives may not make any profit from the sale of Sales Tools to other Representatives; they may only cover their own expenses for the production of the Sales Tools that they sell. Any sale or attempt to sell Sales Tools to another Representative at a profit will result in the termination of the offending Representative’s BThere business. Representative-produced Sales Tools must not contain any product, income, or compensation plan claims unless such claims are in compliance with Sections 26 through 28 below.

20. Sale or Distribution of Third Party Sales Tools or Training Materials Prohibited. Representatives agree that they shall not sell or distribute third party Sales Tools or training materials to other Representatives. Third party Sales Tools or training materials are promotional and training materials, regardless of format or media, that a Representative has acquired from a person or entity other than the Company and that the Representative did not personally create or develop.

21. Trademarks and Copyrights. The name “BThere” and other names and logos as may be adopted by the Company are proprietary trade names, trademarks, and service marks of BThere. The Company grants Representatives a limited license to use its trademarks and trade names in promotional media for so long as the Representative’s Agreement is in effect. Upon cancellation of a Representative’s Agreement for any reason, the license shall expire, and the Representative shall immediately discontinue all use of the Company’s trademarks and trade names. Under no circumstances may a Representative use any of

BThere's trademarks or trade names in any email address, website domain name, social media handle, social media name or address, or in any unapproved Sales Tools.

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

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

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

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

24. Change of Enroller. As a rule, Representatives may not change their Enrollers (the Representatives under whom they are enrolled). There are two ways that a Representative may change his or her Enroller as described below.

- A Representative may change his or her designated Enroller by voluntarily canceling the Agreement in writing and remaining inactive for six (6) full calendar months. Following the six-calendar month period of inactivity, the former Representative may reapply under a new Enroller. The Representative will lose all rights to his/her former enrollees, sales organization and customers upon his/her cancellation.
- A Representative may submit a properly completed Enroller Relationship Transfer Form that contains the signatures of the Representative's original Enroller and new Enroller and any transfer fee required by the Company. If a Representative changes his or her

Enroller using this method, the Representative will retain all of his or her customers but will lose all rights to the Representatives that he or she enrolled. Note that if an enrolled Representative is also a customer of the transferring Representative, such Representative/customer will NOT transfer with the transferring Representative.

25. Waiver of Claims. In cases wherein a Representative improperly changes his/her Enroller, BThere reserves the sole and exclusive right to determine the final disposition of the downline organization that was developed by the Representative in his/her second line of enrollership. **REPRESENTATIVES WAIVE ANY AND ALL CLAIMS AGAINST B THERE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM B THERE'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A REPRESENTATIVE WHO HAS IMPROPERLY CHANGED HIS/HER ENROLLER.**

26. Product Claims. Representatives must not make claims, including but not limited to testimonials, about BThere's products or services that are not consistent with the claims contained in official BThere literature or posted on BThere's official website.

27. Income Claims. When presenting or discussing the BThere opportunity or Compensation Plan to a prospective Representative, Representatives may not make income projections, income claims, income testimonials, or disclose their BThere income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other BThere Representative. Nor may Representatives make lifestyle income claims. A lifestyle income claim is a statement or depiction that infers or states that the Representative is able to enjoy a luxurious or successful lifestyle due to the income they earn from their BThere business. Examples of prohibited lifestyle claims include, but are not limited to, the following types of representations:

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

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

28. Compensation Plan and Opportunity Claims. When presenting or discussing the BThere Compensation Plan and/or the BThere opportunity, Representatives must make it clear to prospects that financial success in BThere requires commitment, effort, and sales

skill. Conversely, Representatives must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:

- It's a turnkey system.
- The system will do the work for you.
- Just get in and your downline will build through spillover.
- Just join and I'll build your downline for you.
- The Company does all the work for you.
- You don't have to sell anything.
- All you have to do is buy your products every month.

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

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

30. Nonsolicitation. BThere Representatives are free to participate in other direct selling programs. However, during the term of this Agreement and for one year following the termination or cancellation of the Agreement for any reason, a Representative may not directly or indirectly recruit other BThere Representatives (except for the Representative's personally enrolled Representatives) for any other direct selling business. The term "recruit" means the direct or indirect, actual or attempted, solicitation, enrollment, encouragement, or effort to influence in any other way, another BThere Representative to enroll or participate in another direct selling opportunity. This conduct constitutes recruiting even if the Representative's actions are in response to an inquiry made by another Representative or customer.

If a Representative is engaged in another direct selling program, it is the responsibility of the Representative to ensure that his or her BThere business is operated entirely separate and apart from all other businesses and/or direct selling programs. To this end, the Representative must not:

- Display BThere promotional material, sales aids, or products with or in the same location as, any non-BThere promotional material or sales aids, products, or services (Instagram, Facebook, Pinterest, and similar social media sites are exempt from this provision).
- Offer the BThere opportunity, products, or services to prospective or existing customers or Representatives in conjunction with any non-BThere program, opportunity, or products.

- Offer, discuss, or display any non-BThere opportunity, products, services, or opportunity at any BThere-related meeting, seminar, convention, webinar, teleconference, or other function.

31. Confidential Information. “Confidential Information” includes, but is not limited to, the identities, contact information, and/or sales information relating to BThere Representatives and/or customers: (a) that is contained in or derived from any Representatives’ respective Representative Back-Office; (b) that is derived from any reports issued by BThere to Representatives to assist them in operating and managing their BThere business; and/or (c) to which a Representative would not have access or would not have acquired but for his/her affiliation with BThere. Confidential Information constitutes proprietary business trade secrets belonging exclusively to BThere and is provided to Representatives in strict confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than Representative’s use in building and managing his/her Independent BThere business.

32. Handling Personal Information. If a Representative receives personal information from or about a Representative, a prospective Representative, a customer, or a prospective customer, it is the Representative’s responsibility to maintain the security of the personal information and to shred, destroy, or irreversibly delete the personal information of others once the Representative no longer needs it. To the extent that it is necessary for a Representative to store or maintain personal information of others, the Representative must store or maintain the information in a secure location, whether physical or digital. Credit card and payment information must be destroyed/deleted immediately upon processing of payment. As used herein, personal information is information that can be used to identify, locate, or contact an individual, alone or when combined with other personal or identifying information. Examples of personal information include an individual’s:

- Name;
- Home or other physical address;
- Email address;
- Telephone number;
- Social Security Number or other tax identification number;
- Passport number;
- Driver’s license number;
- Bank account number;
- Credit card or debit card number; and
- Personal characteristics including photographic images, fingerprints, handwriting, or other unique biometric data.

33. Product Sales. The BThere Compensation Plan is based on the sale of BThere products and services to end consumers. Representatives must fulfill personal retail sales

requirements specified in the Compensation Plan (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement.

34. Inactivity. An Inactive Representative is a Representative who does not satisfy the requirements for Active Representative status as set forth in the Compensation Plan. Inactive Representatives are eligible to receive ongoing commissions for their personal sales but are not eligible to earn Enroller Check Match or other Team Bonuses). Inactive Representatives maintain Back-Office access and can become Active Representatives again by simply making a sale to a customer. Commissions cease after six months of inactivity. Following twelve months of inactivity, the Representative Agreement is automatically terminated.

35. Product Inventory. There is no need for Representatives to carry an inventory of BThere products for resale as all products are direct shipped from the Company to the customer. Representatives should only order BThere products if they have a current need for the products for display purposes, or for fulfilment of customer orders or demand. With respect to carrying an inventory for display or resale purposes, Representatives agree that such inventory shall not exceed the maximum anticipated sales over a seven day period. Note that there is no financial benefit to a Representative in purchasing products for future sales as no commissions are earned or paid on product sales until the customer has purchased a subscription for services to be used with the device(s) that the customer purchased from the Representative's inventory.

36. Bonus Buying. Bonus buying is strictly prohibited. Bonus buying is the purchase of merchandise for any reason other than bona fide resale or use, or any mechanism or artifice to qualify for incentives, prizes, commissions or bonuses that are not driven by bona fide product purchases by end user consumers for actual use.

37. Limitations on Representative and Household Businesses. An individual may own, operate, control, or have an interest in, only one BThere business, and there may be no more than two BThere businesses per household. If there are two BThere businesses in a household, both businesses must have the same Enroller, or one of the businesses in the household must be the immediate Enroller of the other. A "household" is defined as all individuals including dependent children who are living at the same residential address as a family or in a family-like setting. A household may consist of a single individual or two or more individuals and may consist of individuals living together in a family-like unit who are not related (whether by blood, marriage, domestic partnership, adoption or otherwise. Dependent children attending school away from home are considered part of the household. BThere will consider exceptions to this Policy on a case-by-case basis upon written request submitted to the Compliance Department (info@btherewithyou.com).

38. Actions of Third Parties. If a third party acting on behalf of, or with the active or passive

assistance or knowledge of a Representative engages in conduct that would be a violation of the Agreement, the conduct of the third-party may be imputed to the Representative. "Knowledge" of misconduct is not limited to actual knowledge. If a Representative engages in acts or omissions that the Representative knows or SHOULD KNOW will enable a third party to violate this Agreement if such action was taken by the Representative, the Representative shall be deemed to have knowledge of the violation.

39. Negative Comments/Nondisparagement. Negative comments in the field serve only to sour the enthusiasm of other Representatives. Therefore, Representatives must not disparage, libel, slander, demean, or make negative or critical comments to third parties or other Representatives about BThere, its owners, officers, directors, management, employees, other BThere Representatives, or the Compensation Plan. Disputes or disagreements between any Representative and BThere shall be resolved through the dispute resolution process, and the Company and Representatives agree specifically not to demean, discredit, or criticize one another on the Internet or any other public forum. Complaints and concerns about BThere should be directed to the Customer Service Department (info@btherewithyou.com).

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

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

Representative's subsequent bonus and commission payments.

BThere reserves the right to withhold or reduce any Representative's compensation as it deems necessary to comply with any garnishment or court order directing BThere to retain, hold, or redirect such compensation to a third party.

42. Return of Sales Aids by Representatives Upon Cancellation or Termination. Within 30 days from the cancellation or termination of a Representative's Agreement, the Representative may return Sales Tools that he or she personally purchased from BThere during the 12-month period preceding the date of cancellation or termination for a refund so long as the goods are in currently marketable condition. (The one-year limitation shall not apply to residents of Louisiana, Maryland, Massachusetts and Wyoming and Puerto Rico). Upon the Company's timely receipt of returned goods and confirmation that they are in currently marketable condition, the Representative will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are in "currently marketable condition" if they are unopened and unused and packaging and labeling has not been altered or damaged. Merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, or which has passed its commercially reasonable usable or shelf-life, is not in currently marketable condition. Back-Office and Replicated Website fees are not refundable except as may be required under applicable state law.

43. Montana Residents: A Montana resident may cancel his or her Representative Agreement within 15 days from the date on which this application is submitted and is entitled to a full refund for any consideration he/she paid within such time period to participate in the program.

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

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

46. Puerto Rico Residents: A Puerto Rico resident may cancel this Agreement at any time within 90 days from the date of enrollment, or at any time upon showing the Company's noncompliance with any of the essential obligations of the distribution contract or any act or omission by the Company adversely affecting the interests of the cancelling Representative

in the development of the market for the products or services. Such cancellation must be sent to the Company in writing and sent via registered mail. If a Puerto Rico resident cancels under these conditions, the Company shall: (a) Reacquire the total of the products that he/she purchased from the Company which are in his/her possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to the cancelling Representative not less than ninety percent (90%) of the original net cost of any services that he/she acquired from the Company; (c) Return 90% of any sum paid by the cancelling Representative for the purpose of participating in the business.

47. Three Day Right of Cancellation. Except as provided herein for residents of Alaska and certain residents of North Dakota, retail customers have three business days within which to cancel a purchase and obtain a full refund. Representatives likewise have three business days within which to cancel their initial subscription to a BThere service and obtain a full refund (subsequent purchases made by Representatives are not subject to this right of cancellation). The three business day time limit is extended to five business days for residents of Alaska and is extended to 15 days for residents of North Dakota who are 65 or older. An explanation of these rights is contained on the official BThere sales receipt.

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

- Issuance of a written warning;
- A requirement that the Representative take immediate corrective measures;
- BThere may withhold from a Representative all or part of the Representative's bonuses and commissions during the period that BThere is investigating any conduct allegedly in violation of the Agreement. If a Representative's business is canceled for disciplinary reasons, the Representative will not be entitled to recover any commissions withheld during the investigation period;
- The removal of one or more downline Representatives from the offending Representative's downline organization/team.
- Suspension and/or termination of the offending Representative's Replicated Website and/or Back-Office access;
- Suspension of the individual's Representative Agreement and independent BThere business for one or more pay periods (without pay);
- Involuntary termination of the offender's Representative Agreement; or
- Any other measure expressly allowed within any provision of the Agreement or which BThere deems appropriate to address the misconduct or appropriate to equitably resolve injuries caused partially or exclusively by the Representative's policy violation or

contractual breach.

In situations deemed appropriate by BThere, the Company may institute legal proceedings for monetary and/or equitable relief, subject to the Dispute Resolution Policy at Section 59.

49. Disclosure of Compliance Measure / Disciplinary Sanction to Upline. If a disciplinary sanction or compliance measure is taken against a Representative pursuant to Section 48, the Company may disclose the details of the matter and its resolution to the disciplined Representative's Enroller.

50. Cancellation or Termination of the Agreement

- **Voluntary Cancellation.** A participant in this direct selling program has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address or by cancelling his/her business through the Representative Back-Office. The written notice must include the Representative's signature, printed name, address, and Representative I.D. Number. A Representative may also voluntarily cancel the Agreement by withdrawing consent to contract electronically.
- **Suspension or Cancellation for Non-Payment.** A Representative's failure to pay any required fee when due may result, at the company's discretion, in the suspension or termination of the Agreement. In the event any such fees remain unpaid for 60 days, the Agreement shall be automatically terminated.
- **Cancellation Due to Inactivity.** If a Representative fails to meet the requirements for Active Representative status as set forth in the Compensation Plan for a period of 12 consecutive months, the Representative's Agreement and BThere business will be cancelled for inactivity.
- **Involuntary Cancellation.** Violation of any term of the Agreement, violation of any common law duty, including, but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Representative that the Company reasonably believes may damage its reputation or goodwill (such damaging act or omission need not be related to the Representative's BThere business), may result, at BThere's discretion, in the termination of this Agreement.
- **Effect of Cancellation.** So long as a Representative remains Active and complies with the terms of the Agreement, BThere shall pay bonuses and commissions to such Representative in accordance with the Compensation Plan. A Representative's bonuses and commissions constitute the entire consideration for the Representative's efforts in generating sales and all activities related to generating sales (including building a Sales

Organization).

A Representative whose business is cancelled for any reason will lose all Representative rights, benefits, and privileges. This includes the right to represent yourself as an Independent BThere Representative, to sell BThere products and services and the right to receive commissions, bonuses, or other income resulting from his/her own sales and the sales and other activities of the Representative and the Representative's former downline sales organization. There is no whole or partial refund for fees if a Representative's business is cancelled.

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

- **Reclassification.** If at the time of the cancellation of a Representative's Representative Agreement the Representative is also a subscriber to any of BThere's services, the Representative's subscription shall continue in force unless the Representative specifically requests that his or her subscription be canceled. If the former Representative does not request the cancellation of his or her subscription, the former Representative shall be reclassified as a customer.

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

52. Business Transfers. Representatives in good standing who wish to sell or transfer their business must receive BThere's prior written approval before the business may be transferred. A business that is on disciplinary probation, suspension, or under disciplinary investigation is not in good standing and may not be transferred unless and until the disciplinary matter is resolved. Requests to transfer a business must be submitted in writing to the Compliance Department at info@btherewithyou.com. The request to transfer will be denied if the business is not in good standing or if there is another reasonable reason for denying the request. Prior to transferring a business to a third party, the Representative must offer BThere the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have 30 days to exercise its right of first refusal. A Representative who has transferred his or her independent BThere business to a third party must wait a minimum of six (6) months from the date of the transfer before re-

enrolling as a Representative.

53. Transfer Upon a Representative's Death. Upon the death of a Representative, the Representative's BThere business may be passed to his/her heirs. The beneficiary or transferee of the business must notify BThere of their intention to receive the transfer of the business within six (6) months of the date of death. If BThere receives no such notification within such time period, the Agreement shall be automatically cancelled. Prior to the actual transfer of the business, the beneficiary or transferee must provide BThere with certified letters testamentary or letters of administration and written instructions of the executor of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a BThere Representative Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or transferee, or the Agreement will be cancelled. Because BThere cannot divide commissions among multiple beneficiaries or transferees, if there are multiple beneficiaries or transferees of the business, the beneficiaries or transferees must form a business entity (corporation, LLC, partnership, etc.) and submit a BThere Representative Agreement in the name of the business entity. Upon the completion of these requirements, BThere will transfer the business and issue commissions to the individual beneficiary or business entity. During the pendency of the actual transfer of the business, commission and bonus payments (if any are earned) will be issued in the name of the estate of the deceased Representative. The beneficiary of the business shall be responsible for the payment of all fees that may have accrued but not been paid during the pendency of the transfer. Failure to pay these fees shall result in the termination of the Agreement.

54. Divorce of a Representative. BThere is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. BThere will recognize as the owner of the business the former spouse to whom the business is awarded pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the BThere business must also execute and submit a BThere Representative Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled.

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

must do so pursuant to Section 52.

56. Inducing Representatives to Violate the Agreement. Representatives shall not directly or indirectly induce, encourage, or assist another Representative to violate the Agreement.

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

58. International Activities. Representatives may not sell BThere products or conduct business activities of any nature in any foreign country that the Company has not announced is officially open for business.

59. Dispute Resolution. THIS PROVISION CONTAINS A DISPUTE RESOLUTION AGREEMENT THAT AFFECTS HOW CLAIMS A REPRESENTATIVE MAY HAVE AGAINST B THERE, OR CLAIMS B THERE MAY HAVE AGAINST A REPRESENTATIVE, WILL BE RESOLVED. THE PARTIES UNDERSTAND AND AGREE THAT THE DISPUTE RESOLUTION AGREEMENT IN SECTION 59 OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE POLICIES & PROCEDURES AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY OTHER PROVISION OF THE POLICIES & PROCEDURES OR THE POLICIES & PROCEDURES AS A WHOLE. CONSIDERATION FOR THIS DISPUTE RESOLUTION AGREEMENT INCLUDES, WITHOUT LIMITATION, THE PARTIES' MUTUAL AGREEMENT TO ARBITRATE CLAIMS. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THE UNENFORCEABILITY OF THE POLICIES & PROCEDURES IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THE DISPUTE RESOLUTION AGREEMENT IN SECTION 59 IS UNENFORCEABLE. THE FEDERAL ARBITRATION ACT ("FAA") SHALL GOVERN THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION 59 WITHOUT GIVING EFFECT TO ANY STATE LAW TO THE CONTRARY.

Any controversy or claim between a Representative and BThere, whether arising under federal, state or local statutory and or common law, including, but not limited to, those arising out of or relating to the Representative Agreement, the sale, purchase or use of BThere products or services, the BThere business, the opportunity offered by BThere or the commercial, economic or other relationship between a Representative and BThere, including the Representative's classification as an independent contractor and any dispute as to the arbitrability of a matter under this provision, 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 Sedgwick County, Kansas. 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 the panel provided by the American Arbitration Association.

Any claim a party has against the other must be brought within one year from the date on which the first act or omission supporting or giving rise to the claim occurred; otherwise, such claim or cause of action shall be permanently barred. The parties waive all claims that any other statutes of limitations apply.

Each party to the arbitration shall be responsible for its own 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.

This agreement to arbitration shall survive any termination or expiration of the Representative Agreement.

Notwithstanding the foregoing Arbitration Agreement, claims that are within the jurisdictional limit of the small claims court in jurisdiction in which the Representative resides may be, but need not be, resolved through confidential binding arbitration. Such claims may be initiated in the small claims court of the jurisdiction in which the Representative resides.

Nothing in these Policies & Procedures or this Dispute Resolution Agreement shall prevent either BThere or a Representative from applying for or 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 such party's interests or 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.

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. IF AN ACTION IS BROUGHT IN SMALL CLAIMS COURT INSTEAD OF ARBITRATION, THE PARTIES AGREE THAT THE MATTER SHALL REMAIN IN SMALL CLAIMS COURT AND SHALL ADVANCE ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS. IN ANY ARBITRATION OF A DISPUTE, THE ARBITRATOR OR ARBITRAL PANEL SHALL ONLY HAVE THE POWER TO AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO AWARD ANY CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. THE PARTIES UNDERSTAND AND AGREE THAT EACH IS WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS, COLLECTIVE OR OTHER REPRESENTATIVE ACTION.

60. Governing Law. The Federal Arbitration Act shall govern all matters relating to arbitration. Except as is otherwise specifically referenced in these Policies & Procedures, the law of the State of Kansas without regard to principles of conflicts of laws, shall govern all other matters relating to or arising from the Agreement, the business, the relationship between the parties, or any other claim between the Parties, whether such claim is grounded in contract, tort, warranty, or any other theory of law. Notwithstanding the foregoing, if a dispute is brought in a small claims court properly vested with jurisdiction, the law of the state in which the small claims court resides shall apply.

61. Damages for Wrongful Termination. In any case which arises from or relates to the wrongful termination of a Representative's Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of a Representative's Agreement and/or loss of their independent business is proven and held to be wrongful under any theory of law, Representative's sole remedy shall be liquidated damages calculated as follows:

- For Representatives earning up to \$10,000.00 in the twelve (12) calendar months prior to termination, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the BThere Compensation Plan in the twelve (12) months immediately preceding the termination.
- For Representatives earning between \$10,000.01 and \$20,000.00 during the twelve (12) calendar months prior to termination, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the BThere Compensation Plan in the twenty-four (24) months immediately preceding the termination.
- For Representatives earning more than \$20,000.00 in the twelve (12) calendar months prior to termination, liquidated damages shall be in the amount of his/her gross compensation that he/she earned pursuant to the BThere Compensation Plan in the thirty-six (36) months immediately preceding the termination.

62. Damage Waiver. In any action arising from or relating to the Agreement, the parties waive all claims for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, or lost profits or revenues, arising out of, relating to, or in connection with any breach of the Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not the breaching party was advised of the possibility of such damages, or (c) the legal or equitable theory (contract, tort, warranty or otherwise) upon which the claim is based. The parties further waive all claims to exemplary and punitive damages. Nothing in this provision or this Agreement shall restrict or limit a party's right to recover liquidated damages as set forth in these Policies & Procedures.

63. Attorney's Fees and Costs. Each party to a dispute shall bear its own attorney's fees and costs.

64. Louisiana Residents. The dispute resolution provisions in these Policies & Procedures shall apply to Louisiana residents with the exception that any arbitration between the Company and a Louisiana resident Representative may be brought in the Representative's home forum and pursuant to Louisiana law.