



amare[®]

Policy Manual



VERSION 4.0

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1.0 BUSINESS ETHICS

1.1 The Agreement

- A. This Amare Global Policy Manual is incorporated into and made part of the Terms and Conditions of the Brand Partner Agreement Form. This Policy Manual, the Brand Partner Agreement Form, Amare Privacy Policy and the Amare Global Compensation Plan constitute the entire agreement (“Agreement”) between Amare Global (hereafter “Amare Global” or “Company”) and the Brand Partner. The Agreement or any part thereof may be amended by the Company in accordance with the provisions herein.

1.2 Adherence to the Agreement and Applicable Laws

- A. Amare Global Brand Partners are required to comply with the Agreement (as amended from time to time as provided herein) and all applicable federal, state, and/or local laws, regulations, and ordinances.
- B. Amare Global Brand Partners must review the information in this Policy Manual carefully. Should a Brand Partner have any questions regarding a policy or rule, the Brand Partner is encouraged to seek an answer from their Sponsor or any other upline Brand Partner. If further clarification is needed the Brand Partner may contact Amare Global Compliance at compliance@amare.com.

1.3 Brand Partner Conduct

- A. Brand Partners agree that they will safeguard and promote the good reputation of Amare Global and its products, avoid all illegal, deceptive, misleading, unethical, or immoral conduct or practices. Brand Partners agree that they shall exhibit high moral character in their personal and professional conduct and 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 Brand Partners agree that they shall:
 - I. Present the Amare Global opportunity and product information in an accurate and professional manner;
 - II. Present the Compensation Plan and Return Policy in a complete and accurate manner;
 - III. Not make product claims except as permitted at Section 6 below;
 - IV. Not make false or misleading income claims;
 - V. Make reasonable effort(s) to support and train other Brand Partners and Customers in their downline;
 - VI. Not engage in crossline recruiting or unethical business practices;
 - VII. Provide positive guidance and training to Brand Partners and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a Brand Partner is discouraged from providing cross-line training to a Brand Partner or Customer in a different organization without first obtaining consent of the Brand Partner’s or Customer’s upline leader;
 - VIII. Support, protect, and defend the integrity of the Amare Global Business Opportunity;
 - IX. Accurately complete and submit the Brand Partner Agreement and any requested supporting documentation in a timely manner.



2.0 DEFINITIONS

ACTIVE CUSTOMER: A Customer who has purchased Amare Global products within the past twelve months.

AGREEMENT: The contract between Amare Global and each Brand Partner; includes the Brand Partner Agreement Form, the Amare Global Policy Manual, Amare Privacy Policy and the Amare Global Compensation Plan, all in their current form and as amended by Amare Global as provided herein. These documents are collectively referred to as the "Agreement."

ANNUAL MEMBERSHIP FEE: A fee that Brand Partner may be required to pay to renew his or her membership each year on the anniversary signup date.

BRAND PARTNER: An individual or entity who enrolls as a participant in the Amare Global opportunity as an independent contractor pursuant to the Agreement. Only Brand Partners have the authority to sponsor other Brand Partners and participate in the Amare Global Compensation Plan.

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

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

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

CUSTOMER: A person who purchases Amare Global products and who is not enrolled as a Brand Partner. Customers are not allowed to sponsor (build a downline) and do not receive commissions.

DISTRIBUTORSHIP: The independent Amare Global business that each Brand Partner operates which permits each Brand Partner to promote the sale of Amare Global products and services to their Customers, build an Organization, and participate in promotions and programs specific to Brand Partners.

FRONTLINE: Customers or Brand Partners are considered Frontline if they are placed directly below their Enroller in the Enroller's downline on Level 1.

LEVEL: The layers of Brand Partners in your Organization. The Brand Partners personally enrolled by you are on your Level 1 (aka "Frontline"). The Brand Partners that they enroll are on your Level 2. The Brand Partners that your Level 2 Brand Partners enroll are on your Level 3, etc.

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

ORGANIZATION: The Customers and Brand Partners enrolled below a Brand Partner.

OFFICIAL AMARE GLOBAL MATERIAL: Literature, audio or video in any format, and other printed, digital, or online materials developed, printed, published, and distributed by Amare Global.

PLACEMENT: A Brand Partner’s position inside their Sponsor’s organization.

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

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

SPONSOR: A Brand Partner who enrolls a Customer or another Brand Partner into Amare Global and is listed as the Sponsor on the Brand Partner Agreement. The act of enrolling others and training them to become Brand Partner is called “sponsoring.” Another term for Sponsor is Enroller.

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

3.0 ETHICS

3.1 Code of Ethics

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

- VII. Brand Partners must not cause loss, harm, or embarrassment to their Organization or Amare Global. They must act quickly to rectify any issues.
- VIII. Be truthful in representing Amare Global products and the business opportunity. Do not make disease claims or income or business opportunity claims. Typical income can be found in Amare's Income Disclosure Statement as published from time to time. Brand Partners will accurately represent the sales compensation plan and be honest in explaining the income. The use of a Brand Partner's own income to communicate potential success is not allowed.
- IX. Abide by all current forms of the Agreement and future revisions of this and the other Agreement documents.

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

3.2 Negative Comments/Nondisparagement

- A. Negative and disparaging comments about , its products or Compensation Plan, by Brand Partners made to Amare Global, in the Field or at Amare Global meetings or events, or disruptive behavior at Amare Global meetings or events, serve no purpose other than to dampen the enthusiasm of other Amare Global Brand Partners. Amare Global Brand Partners must not belittle Amare Global, other Amare Global Brand Partners, Amare Global products or services, the Compensation Plan, or Amare Global directors, officers, or employees, product suppliers or agents. Violation of this policy represents a material breach of this Policy Manual and may be subject to sanctions as provided herein. Complaints, criticisms, and concerns about Amare Global should be directed to the Compliance Department (compliance@amareglobal.com).

4.0 BECOMING AN AMARE GLOBAL BRAND PARTNER

4.1 Basic Principles

To become a Brand Partner, an applicant must comply with the following requirements:

- I. Be of the age of majority in his or her state of residence;
- II. Reside or have a valid address in the United States or U.S. territory;
- III. Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number, TIN, etc.);
- IV. Submit a properly completed and signed Brand Partner Agreement to Amare Global. (See Brand Partner Registration for more details. In circumstances that prevent the submission of an electronic agreement, an applicant may submit a paper Brand Partner Agreement to the Company. Such agreement must be submitted within 30 days of the date of the agreement);
- V. Not be an Amare Global employee, the spouse of an Amare Global employee or related to an employee of Amare Global and living in the same household as such Amare Global employee unless prior authorization has been granted by Amare's Human Resources and Compliance Departments; and
- VI. Pay a Brand Partner Annual Membership Fee.



4.2 New Brand Partner Registration

- A. A potential Brand Partner may self-enroll on the Sponsor’s website or at the Company website. In such event, instead of a physically signed Brand Partner Agreement, Amare Global will accept the web-enrollment and Brand Partner Agreement by accepting the “electronic signature” stating the new Brand Partner has accepted the Terms and Conditions of such Brand Partner Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Brand Partner and Amare Global.
- B. Amare Global reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested, the signed Brand Partner Agreement must be received by Amare Global within fourteen (14) days of enrollment.
- D. Signed documents, including, but not limited to, Brand Partner Agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the Brand Partner’s Distributorship.
- E. Amare Global reserves the right to approve or decline submitted Application or online sign-up.
- F. An incomplete, incorrect, or fraudulent Application will be deemed invalid from its inception.

4.3 Rights Granted

- A. Amare Global hereby grants to the Brand Partner a non-exclusive right, subject to the Agreement, to:
 - I. Purchase Amare Global products and services;
 - II. Promote and sell Amare Global products and services;
 - III. Sponsor new Brand Partners and Customers in the United States and in countries authorized by Amare Global as announced from time-to-time in Official Amare Global Materials; and
 - IV. If qualified, earn commissions and bonuses pursuant to the Amare Global Compensation Plan.

4.4 Identification Numbers

- A. Each Brand Partner is required to provide his or her Social Security Number, Employer Identification Number (EIN), or Federal Tax Identification Number to Amare Global on the Brand Partner Agreement.
- B. Amare Global reserves the right to withhold commission payments from any Brand Partner who fails to provide his or her Social Security Number, Employer Identification Number (EIN) or Federal Tax Identification Number or who provides false information. If a Brand Partner is not a U.S. citizen or other U.S. person (including a resident alien individual), the Brand Partner must provide Amare Global with a properly completed W-8BEN.
- C. Upon enrollment, Amare Global will provide an Amare Global Identification Number to the Brand Partner. This number will be used to place orders, structure organizations, and track commissions and bonuses.

4.5 Contract Term and Renewal

- A. The term of the Agreement one year and is automatically renewed each year upon payment of the Annual Membership Fee unless previously terminated as provided herein.
- B. The Brand Partner agrees to pay the Annual Membership Fee on or before the anniversary date of the Agreement. The Brand Partner authorizes the Company to automatically charge the credit card on file to renew the Agreement with the Company. The Company may elect to add the Annual Membership Fee to the next product order.

4.6 Business Entities

- A. A corporation, partnership, LLC, or trust (collectively referred to as a “Business Entity”) may apply to be an Amare Global Brand Partner. This Brand Partner business and position will remain temporary until the proper documents are submitted. The Business Entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. In addition, the Business Entity Brand Partner must submit a properly completed Business Application Addendum, which is incorporated into and made a part of the Agreement. Amare Global must receive these documents within fourteen (14) days from the date the Brand Partner Agreement was signed. If these documents are not timely received, the Agreement may be cancelled at the option of Amare Global. The signup of a business entity cannot be completed online.
- B. The Business Application Addendum must be signed by all of the shareholders, members, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to Amare Global.
- C. An Amare Global Brand Partner may change their status under the same Sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.

4.7 Beneficial Ownership in Amare Global Business

- A. Except as provided in this section 4.7, 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 (1) Amare Global business. No individual may have, operate or receive compensation from more than one Amare Global businesses. Except as provided below, simultaneous Interests in multiple Distributorships is prohibited.
- B. In exceptional circumstances, an individual may be permitted to have an ownership interest in more than one Amare Global business at the sole and exclusive discretion of the Company. In the event this is permitted, each of the independent Amare Global businesses must be under a separate and unique tax ID number.
- C. Individuals of the same family may each enter into or have an interest in their own separate Amare Global businesses, only if each subsequent family position is placed Frontline to the first family member enrolled. Spouse accounts are excluded.
- D. Individuals and their spouses must be enrolled under one Distributorship and cannot own a beneficial interest in an additional Brand Partner account until the original account has achieved the Career Rank of Silver or above as defined in the Compensation Plan. Additional account must be placed Frontline to the original account and have a valid and unique tax identification number



different from the original account.

- E. An individual that is enrolled as a Customer may only convert their existing customer account to a Brand Partner position and shall not be permitted to have both a customer account and a Brand Partner account. Amare Global may take appropriate action against a Brand Partner if it determines, in its sole discretion, that a Brand Partner is attempting to manipulate the compensation plan and/or promotions through multiple or duplicate accounts.

4.8 Independent Contractor Status; Indemnification for Actions

- A. The Brand Partner is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each Brand Partner's success depends on his or her independent efforts.
- B. The Agreement between Amare Global and its Brand Partners does not create an employer/employee relationship, agency, partnership, or joint venture between Amare Global and the Brand Partner.
- C. A Brand Partner shall not be treated as an employee of Amare Global for any purposes, including, without limitation, for federal or state tax purposes. All Brand Partners are responsible for paying local, state, and federal taxes due from all compensation earned as a Brand Partner of Amare Global. Any other compensation received by Brand Partners from Amare Global will be governed by applicable U.S. tax laws (or the tax laws of any other applicable jurisdiction). The Brand Partner has no express or implied authority to bind Amare Global to any obligation or to make any commitments by or on behalf of Amare Global. Each Brand Partner, whether acting as management of a Business Entity or represented as an individual, shall establish his or her own goals, hours, and methods of operation and sale, so long as he or she complies with the Agreement and applicable state and federal laws.
- D. The Brand Partner is fully responsible for all of his or her verbal and written communications made regarding Amare Global products, services, and the Compensation Plan that are not expressly contained within Official Amare Global Materials. Brand Partners shall indemnify and hold harmless Amare Global, its directors, officers, employees, product suppliers and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by Amare Global as a result of the Brand Partner's unauthorized representations or actions. This Provision shall survive the termination of the Brand Partner Agreement.
- E. It is prohibited for a Brand Partner to obtain any debt, expense, obligation, or create a checking account on behalf of, for, or in the Amare Global name.
- F. Brand Partners are responsible for paying all expenses they incur in the operation of their Amare Global business. These expenses include and are not limited to travel, food, lodging, office fees. As independent contractors, Brand Partners control the manner which they operate their Amare Global business, subject to the terms and conditions of this Agreement.
- G. Because Brand Partners are not employees, Brand Partners understand and affirm that the Company is not responsible for withholding and will not withhold or deduct FICA or taxes of any kind from Brand Partner's bonuses and commissions. Brand Partners are not entitled to workers compensation or unemployment security benefits of any kind from Amare Global.

4.9 Actions of Household Members or Affiliated Parties

- A. If any member of a Brand Partner's immediate household engages in any activity which, if performed by the Brand Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Brand Partner and Amare Global may take disciplinary action pursuant to the Agreement 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 Amare Global may take disciplinary action against the Business Entity. Likewise, if a Brand Partner enrolls in Amare Global as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the terms and conditions of the Agreement. These Affiliated Parties cannot be co-applicants or beneficiaries of a separate Amare Global Distributorship.

4.10 Adherence to Laws and Ordinances

- A. An Amare Global Brand Partner shall comply with all federal, state, and local laws and regulations in their conduct of his or her Amare Global business.

4.11 Compliance with Applicable Income Tax Laws

- A. Amare Global will automatically provide a complete IRS Form 1099 NEC (nonemployee compensation) to each US Brand Partner whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of Amare Global products for resale, or who received trips, prizes or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Brand Partner, and a minimum charge of \$20 may be assessed by Amare Global. Amare Global Brand Partners are responsible for the payment of taxes on these trips, prizes, or awards provided to them by Amare Global.
- B. A Brand Partner accepts sole responsibility for and agrees to pay all federal, state, and local taxes on any income generated as an independent Brand Partner, and further agrees to indemnify Amare Global from any failure to pay such tax amounts when due.
- C. Brand Partners are responsible to submit the IRS form W-9 or W-8BEN should a Brand Partner earn more than \$600 in bonuses, commissions, or awards in a calendar year. Amare reserves the right to withhold commissions if proper documentations is not received.
- D. If a Brand Partner's business is tax exempt, the Federal Tax Identification number must be provided to Amare Global in writing.
- E. Amare Global encourages all Brand Partners to consult with a tax advisor for additional information for their business. Brand Partners acknowledge that Amare Global cannot provide any professional tax or accounting advice of any kind.

4.12 Recognition

- A. Amare Global may recognize Brand Partners based upon criteria and requirements from time to time. Recognition may occur at selected events, conventions, publications, and magazines. The Brand Partner's Recognition Rank, as defined in the Amare Compensation Plan, will typically be used for recognition if they achieved that rank at least one out of twelve of the most recent months. New rank advancements are exceptions to this condition.

5.0 BRAND PARTNER RESPONSIBILITIES

5.1 Training and Leadership

- A. To be a successful Enroller or Sponsor and leader, a Brand Partner should perform the following responsibilities:
 - I. Provide training, guidance, encouragement, and support to the Brand Partner's Organization.
 - II. Maintain contact within the Brand Partner's Organization to ensure effective communication. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voicemail, e-mail, personal meetings, accompaniment of downline Brand Partners to Amare Global meetings, training sessions and any other related functions.
 - III. Motivate and train new Brand Partners about Amare Global's products and services, effective sales techniques, the Amare Global Compensation Plan and compliance with the Agreement.
 - IV. Upon request, Brand Partners should be able to provide documented evidence to Amare Global of his or her ongoing fulfillment of the responsibilities of a Sponsor.
- B. Retail sales of Amare Global products is a required activity in Amare Global and must be emphasized in all recruiting and training presentations.

5.2 Correct Addresses

- A. It is the responsibility of the Brand Partner to make sure Amare Global has the correct shipping address before any orders are shipped.
- B. A Brand Partner will need to allow a reasonable amount of time (not to exceed thirty (30) days) for processing after the notice of address change has been received by Amare Global.
- C. A Brand Partner may be assessed a \$20 fee for returned shipments due to an incorrect shipping address.

5.3 Maintain Accurate Information

- A. Brand Partners must notify Amare Global of any changes to personal information to ensure the most current information on file.

5.4 Sponsorship

- A. The Enroller is the person who introduces a Brand Partner or Customer to Amare Global, helps them complete their enrollment, and supports and trains those in their downline.
- B. Amare Global recognizes the Enroller as the name(s) shown on the first:
 - I. Physically signed Amare Global Brand Partner Agreement on file; or
 - II. Electronically signed Brand Partner Agreement from amareglobal.com or an Amare Global Brand Partner's replicated website.

- C. A Brand Partner Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e., Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by Amare Global.
- D. All Brand Partners in good standing have the right to Sponsor and enroll others into Amare Global. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Brand Partner will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Brand Partner who presented a comprehensive introduction to Amare Global products or business opportunity. Notwithstanding, Amare Global recognizes that each new prospect has the right to ultimately choose his or her own Sponsor.
- E. A Brand Partner is entitled to enroll or sponsor other Brand Partners only in markets and countries authorized by Amare Global.
- F. A Protected Prospect is a guest of any Amare Global Brand Partner or Customer who attended an Amare Global event or conference call. For sixty (60) days following the event, a Protected Prospect cannot be solicited or sponsored by any other Amare Global Brand Partner who attended the same event. An Amare Global event can be defined as the following:
 - I. Any Amare Global training session;
 - II. Conference call;
 - III. Fly-in meeting; or
 - IV. Presentation, including but not limited to an Amare Global at home presentation, whether sponsored by Amare Global, a Brand Partner, a Customer, or an agent or agency designated by Amare Global.

5.5 Cross Sponsoring Prohibition

- A. Actual or attempted cross sponsoring is prohibited. “Cross sponsoring” is defined as the enrollment of an individual or Business Entity that already has a current Customer or Brand Partner Agreement on file with Amare Global, or who has had such an agreement within the preceding six months (12 months if a former Brand Partner was at the rank of Gold Heart Mentor), within a different line of sponsorship. If cross sponsoring is verified by Amare Global, sanctions up to and including termination of a Brand Partner’s position may be imposed.
- B. This Policy does not prohibit the transfer of an Amare Global business in accordance with Amare Global Sale or Transfer Policy set forth in these Policies.

5.6 Unethical Sponsoring Prohibition

- A. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unfair, fraudulent, or deceptive acts or practices in seeking to recruit an individual or entity to become a Brand Partner or trying to acquire a prospect or new Brand Partner from another Brand Partner.
- B. Allegations of unethical sponsoring must be reported in writing to the Amare Global Compliance Department within the first 90 days of enrollment. If the reports are substantiated, Amare Global may transfer the Brand Partner or the Brand Partner’s downline to another sponsor, Placement or organization without approval from the current up-line Sponsor or Placement Brand Partners. Amare Global remains the final authority in such cases.

- C. Amare Global prohibits the act of “Stacking.” Stacking is the unauthorized manipulation of the Amare Global compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Brand Partner in an unearned manner. One example of stacking occurs when a Sponsor places participants under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent consultant positions of all individuals and/or entities found to be directly involved.
- D. Should Brand Partners engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Amare Global products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Brand Partner alleging that they engaged in inappropriate recruiting activity of another company’s sales force or Customers, Amare Global will not pay any of Brand Partner’s defense costs or legal fees, nor will Amare Global indemnify the Brand Partner for any judgment, award, or settlement. Brand Partner is solely responsible for understanding the policies and procedures of the other direct sales company.
- E. The unauthorized use of a Spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this or any policy identified in this Agreement is prohibited.

5.7 Non-Solicitation

- A. An Amare Global Brand Partner may participate at any time in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the Term of this Agreement and for one (1) year thereafter, an Amare Global Brand Partner may not recruit any Amare Global Brand Partner or Customer for any other direct sales or network marketing business, unless that Brand Partner or Customer was personally sponsored by such Brand Partner.
- B. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Brand Partner or Customer to enroll or participate in any direct sales or network marketing opportunity or advertises another opportunity on the same webpage, social media account where the Brand Partner promotes Amare products or opportunity.
- C. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Amare Global and its Brand Partners and would inflict irreparable harm on Amare Global. In such event, Amare Global may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Brand Partner or such Brand Partner’s position including termination, or seek immediate injunctive relief without the necessity of posting a bond.

5.8 Competing Products or Opportunities

- A. A Brand Partner can promote other products on the same webpages and advertisements where they sell Amare Global Products. Brand Partners may not sell other multilevel marketing products similar to Amare Global products on those same webpages and advertisements. Brand Partners may not display or bundle Amare Global products or services, in sales literature, on a website or in



sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Brand Partner into believing there is a relationship between the Amare Global and non-Amare Global products and services.

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

5.9 Injunctive Relief Available to the Company

- A. Brand Partners stipulate and agree that violations of Sections 5.5 (Cross Sponsoring Prohibition), 5.6 (Unethical Sponsoring Prohibition), 5.7 (Non-Solicitation), or 5.8 (Competing Products and Opportunities), constitute an unreasonable and unwarranted interference with the contractual relationship between Amare Global and its Brand Partners.
- B. Brand Partners therefore agree that any violation of Sections 5.5 – 5.8 will cause immediate and irreparable harm to Amare Global, that the harm to Amare Global exceeds any benefit that the Brand Partners may derive, and that Amare Global shall be entitled, in addition to any other available remedies, to immediate, temporary, preliminary and permanent injunctive relief without bond, and that such injunctive relief may go beyond the post-termination period for a maximum period of one (1) year from the last violation date of the provision. The provisions of this section shall survive the termination of the Agreement. Nothing listed within this document dismisses the other possible rights and remedies that Amare Global may pursue in relation to protecting its Confidential Information or other Agreement provisions against violations.

5.10 Sales Requirements are governed by the Compensation Plan

- A. Amare Global Brand Partners may purchase Amare Global products and then re-sell them at any price they choose unless otherwise specified by Amare Global or by any/its product suppliers on a per product basis. Amare Global will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to an Amare Global business.
- B. The Amare Global program is built on sales to the ultimate consumer. Amare Global encourages its Brand Partners to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Brand Partners must never attempt to influence any other Brand Partner to buy more products than they can reasonably use or sell to retail Customers in a month. We emphasize and encourage all Brand Partners to sell Amare Global's products and services to Customers. A Brand Partner's success can come only through the systematic sale of products and the product sales of other Brand Partners within his Organization.
- C. Each Brand Partner commits to personally use, sell, or use in business building at least 70% of every order placed with the Company prior to placing another order, and must be able to certify to such if demanded by the Company or by any regulatory agency. Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited. Amare Global retains the right to limit the amount of purchases that a Brand Partner may make if, in Amare Global's sole judgment, the Company believes those purchases are being made solely for qualification purposes instead of for



consumption or resale. Amare Global reserves the right to recover Bonuses and/or Commissions paid on sales/purchases made in violation of this rule.

6.0 PRODUCT CLAIMS

6.1 Product Claim Guidelines

- A. Brand Partners must not make claims, including but not limited to testimonials, about Amare Global's products that are not consistent with the claims contained in Official Amare Global Materials or posted on Amare Global's official website. Under no circumstances shall any Brand Partner state or imply that any Amare Global product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.
- B. When discussing the benefits of Amare Global products, a Brand Partner should refer to the FDA statement on Amare Global product labels: "These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent any disease."
- C. A Brand Partner shall not make any medical claims for any products, prescribe any Amare Global product for treatment of any ailment, as this would imply the products are drugs rather than nutritional supplements. Curative or Drug Claims shall not be made when describing Amare Global products. These products should never be compared to drug products utilized to treat specific diseases or conditions.
- D. No Brand Partner should state or imply that any product is FDA approved. Individual nutritional products do not require or necessitate specific FDA approval.
- E. When a Brand Partner is promoting Amare Global products or services, they must disclose the fact that the Brand Partner is an Amare Brand Partner who receives Bonuses and commissions from Amare Global.

7.0 ORDERING

7.1 General Order Policies

- A. A person is not required to purchase any products to be a Brand Partner.
- B. Only Brand Partners may resell Amare Global products.
- C. A Brand Partner shall not use another Brand Partner's or Customer's credit card or debit checking account to enroll in Amare Global or purchase products or services without the account holder's written permission. Such documentation must be kept by the Brand Partner indefinitely in case Amare Global needs to reference this.
- D. Brand Partners shall not use their own credit cards to purchase products for another Customer or Brand Partner through an Account other than the Brand Partner's own account. In rare occasions which it is necessary to do so, Customer or Brand Partner, Amare Global must receive written permission from the Customer or Brand Partner for whom the product order is being placed. Amare Global may cancel any sale that does not have written permission causing forfeiture of commissions resulting from the sale, and other disciplinary action.

- E. Regarding an order with an invalid or incorrect payment, Amare Global will attempt to contact the Brand Partner by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after ten (10) business days, the order will be canceled.
- F. No single purchase order can be greater than \$1,500.00. Orders greater than \$1,500.00 are subject to Amare Global's review and may be cancelled.
- G. Prices are subject to change without notice.

7.2 Bonus Buying Prohibition

- A. "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes:
 - I. The enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or Business Entities;
 - II. The fraudulent enrollment of an individual or entity as a Brand Partner or Customer;
 - III. The enrollment or attempted enrollment of non-existent individuals or Business Entities as Brand Partners or Customers ("phantoms");
 - IV. Purchasing Amare Global products or services on behalf of another Brand Partner or Customer, or under another Brand Partner's or Customer's ID number, to qualify for commissions or bonuses;
 - V. Purchasing excessive amounts of products or services that cannot reasonably be used or resold in a month; and/or
 - VI. Any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user Customers.
- B. Amare Global reserves the right to recover Bonuses and/or Commissions paid on sales/purchases made in violation of this rule.

7.3 Insufficient Funds

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

7.4 Sales Tax Obligation

- A. The Brand Partner shall comply with all state and local taxes and regulations governing the sale of Amare Global products and services.
- B. Amare Global will collect and remit sales tax on Brand Partner orders. When orders are placed with Amare Global, sales tax is prepaid based upon the suggested retail price. Amare Global will remit the sales tax to the appropriate state, Provincial and local jurisdictions. The Brand Partner may recover the sales tax when he or she makes a sale. Amare Global Brand Partners are responsible for any additional sales taxes due on products marked up and sold at a higher price. Taxes due for sale of product to tax exempt customers are still the responsibility of the Brand Partner.
- C. Brand Partners who prefer to collect, report, and pay their own sales Tax may do so with a Resale Tax Number obtained through their own means and sending Amare Global the proper Sales Tax Exemption form valid in the Brand Partner's state. No orders will be exempt from pre-collected state sales tax until the proper documentation is received by Amare Global. Amare Global will be indemnified and held harmless from any liability charged to the Brand Partner for failing to collect or remit sales tax.
- D. Amare Global encourages each Brand Partner to consult with a tax advisor for additional information for his or her business.

8.0 RETURN POLICIES

8.1 Amare Satisfaction Guarantee

- A. Except as provided below regarding product packs, Amare Global offers a 100% 90-day money-back satisfaction guarantee (less shipping charges) upon return of the product or product containers to all customers and Brand Partners. If, for any reason, a customer or Brand Partner is dissatisfied with any Amare Global product, the purchaser may return the unused portion of the product in its original container and packaging (or the empty product container) to Amare Global within 90 days of purchase for a replacement, exchange, or a full refund of the purchase price (less shipping costs).
- B. The above satisfaction guarantee applies to Amare Global products sold by Brand Partners from their inventory to customers and Brand Partners are obligated to honor refund and return requests made by their customers within 90 days of purchase. If a customer purchased an Amare Global product directly from a Brand Partner, the customer may request a refund from the Brand Partner and the Brand Partner must issue a full refund of the purchase price less shipping charges. The Brand Partner may then return the product to Amare Global for a refund, credit, or replacement.
- C. If, during any 12-month period, a Brand Partner returns products to Amare Global for a refund and the total refund amount is \$500 or more (excepting customer returns pursuant to sub-section B above), the refund request may constitute the Brand Partner's voluntary cancellation of the Brand Partner Agreement and the refund request will be subject to the terms of Section 8.3 below – e.g., the returned products must be in Currently Marketable condition and the refund amount will be limited to 90% of the purchase price excluding shipping charges.
- D. This satisfaction guarantee does not apply to products damaged by abuse or misuse and shipping costs are not refundable.
- E. Individual items purchased within an Amare Global product pack ARE NOT returnable under this satisfaction guarantee. If a customer or Brand Partner wishes to obtain a refund, the entire product



pack must be returned.

- F. See Return Process (section 8.2) below for return instructions and procedures.

8.2 Return Process

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

8.3 Brand Partner Returns Upon Cancellation of the Agreement

- A. Upon cancellation of the Agreement, the Brand Partner may return all products, kits, and generic sales aids purchased directly from Amare Global within one (1) year from the date of cancellation for a refund if he or she is unable to sell or use the merchandise. A Brand Partner may only return products, kits, or sales aids he or she personally purchased from the Company under his or her Brand Partner Identification Number, and which are in Currently Marketable condition as defined in section 2.0.
- B. Upon Amare Global’s receipt of the Currently Marketable products, kits, and sales aids, the Brand Partner will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping and handling charges. If the purchases were made through a credit card, the refund will be credited back to the same credit card account. The Company shall deduct from the



reimbursement paid to the Brand Partner any commissions, bonuses, rebates or other incentives received by the Brand Partner which were associated with the merchandise that is returned.

- C. Except as may be required by applicable law or as provided herein, Annual Membership fees are not refundable upon the cancellation of the Agreement.
- D. A Montana resident who cancels his or her Brand Partner Agreement within 15 days from the date of enrollment is entitled to a full refund Annual Membership fee and for any other consideration he/she paid within such time period to participate in the program.
- E. If a resident of Louisiana, Massachusetts, or Wyoming cancels the Brand Partner Agreement, upon receipt of a written request from such canceling Brand Partner, Amare Global will refund 90% of the most recent Annual Membership fee paid during the one-year period immediately preceding the date of the cancellation.
- F. A Brand Partner who resides in Maryland may cancel the Agreement for any reason within 3 months after the date of receipt of goods or services first ordered; upon cancellation, the Company shall refund the initial Annual Membership fee and repurchase the goods; and the refund amount and repurchase price shall be at least 90% of the original price paid by the Brand Partner.
- G. 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 Brand Partner in the development of the market of the properties or services. Such cancellation must be sent to the Company in writing and sent via registered mail. If a Puerto Rico resident cancels under these conditions, the Company shall: (a) Reacquire the total of the products that he/she purchased from the Company which are in his/her possession and in good condition at a price of not less than ninety percent (90%) of their original net cost; (b) Return to the cancelling Brand Partner 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 Brand Partner for the purpose of participating in the business.
- H. Amare Global may partner with 3rd party vendors that create Sales Aids for Brand Partners on behalf of Amare Global. Returns for Sales Aids purchased from these 3rd party vendors will be subject to the terms and conditions of that vendor.
- I. Any custom orders of printed sales aids (i.e., business cards, brochures, etc.) whereon the Brand Partner's contact information is imbedded or hard printed, or has been added by the Brand Partner, are not able to be returned in Currently Marketable condition and thus are nonrefundable.

8.4 Limitations on Resale of Product Pack Items

- A. Items within a pack of products may only be sold individually if there is a price set for that individual item. Otherwise, individual sale of items with no set price is prohibited.

8.5 Duty to Provide Sales Receipts

- A. When conducting retail sales, it is the responsibility of the Brand Partners to always provide their Customers with two copies of a properly filled out official Amare Global retail sales receipt during the time of the sales transaction and advise the Customer of the three-day right of rescission, which is set forth on the official Amare Global sales receipt. Brand Partners must also retain an additional copy of the retail sales receipt for their personal records.
- B. The first two copies of the receipt are for the Customer. Should the Customer request a refund, the second copy will be signed, dated for the refund date, and returned to the Brand Partner for



processing the refund. The third copy is the Brand Partner's copy of the receipt.

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

8.6 Duty to Retain Sales Order Number

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

8.7 Return of Damaged or Incorrectly Sent Products.

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

8.8 Refund Alternatives

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

9.0 AMARE GLOBAL OPPORTUNITY

9.1 Presentation of the Amare Global Opportunity – Income Claims

- A. In presenting the Amare Global Compensation Plan or opportunity to potential Customers and Brand Partners, a Brand Partner is required to comply with the following provisions:
 - I. A Brand Partner shall not misquote or omit any significant material fact about the Compensation Plan.
 - II. A Brand Partner shall make it clear that the Compensation Plan is based upon sales of Amare Global products and services and upon the sponsoring of other Brand Partners.
 - III. A Brand Partner shall make it clear that success can be achieved only through substantial independent efforts.
 - IV. Brand Partners may not make income projections, hypothetical income projections, income claims, earnings representations, income testimonials, or disclose their Amare Global income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records), or the income of any other Amare Global Brand Partner. Nor may Brand Partners make

lifestyle income claims. A lifestyle income claim is a statement or depiction that infers or states that the Brand Partner is able to enjoy a luxurious or successful lifestyle due to the income they earn from their Amare Global business. Examples of prohibited lifestyle claims include, but are not limited to, the following types of representations:

- a. That a Brand Partner (or his/her spouse) was able to quit his/her job.
- b. That a Brand Partner was able to replace his/her income from a job.
- c. That a Brand Partner was able to pay for a child's private school or college education due to his/her Amare Global earnings.
- d. That a Brand Partner was able to acquire expensive or luxury material possessions (e.g., homes, cars, jewelry, boats, recreational vehicles, etc.).
- e. That because of his/her Amare Global earnings a Brand Partner 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 Brand Partner including social media postings.

- V. Brand Partners must make it clear to prospects that financial success in Amare Global requires commitment, effort, and sales skill. Conversely, Brand Partners must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include, but are not limited to:
 - a. It's a turnkey system.
 - b. The system will do the work for you.
 - c. Just get in and your downline will build through spillover.
 - d. Just join and I'll build your downline for you.
 - e. The Company does all the work for you.
 - f. You don't have to sell anything.
 - g. All you have to do is buy your products every month.
- VI. A Brand Partner may not make any claims regarding products or services of any products offered by Amare Global, except those contained in Official Amare Global Materials.
- VII. A Brand Partner may not use Official Amare Global Materials to promote the Amare Global business opportunity in any country where Amare Global has not established a presence.

9.2 Adherence to the Amare Global Compensation Plan

- A. A Brand Partner must adhere to the terms of the Amare Global Compensation Plan. Deviation from the Compensation Plan is prohibited.
- B. A Brand Partner shall not offer the Amare Global opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in Official Amare Global Materials.
- C. A Brand Partner shall not require or encourage a current or prospective Customer or Brand Partner to participate in Amare Global in any manner that varies from the Compensation Plan as set forth in Official Amare Global Materials.
- D. A Brand Partner shall not require or encourage a current or prospective Customer or Brand Partner to make a purchase from or payment to any individual or other entity as a condition to participating

in the Amare Global Compensation Plan, other than such purchases or payments required to naturally build their business.

9.3 No Compensation Solely for Enrolling

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

9.4 No Guaranteed Compensation

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

10.0 SPECIAL PROGRAMS

10.1 Special Bonuses and Promotions

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

10.2 Manipulation of Special Programs

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

11.0 PAYMENT OF COMMISSIONS & BONUSES

11.1 Bonus and Commission Qualifications

- A. 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, Amare Global shall pay commissions to such Brand Partner in accordance with the Amare Global Compensation Plan.
- B. Amare Global will not issue a payment to a Brand Partner without the receipt of a completed and signed Amare Global Brand Partner Agreement. All bonuses will be paid to the primary applicant on the Brand Partner Agreement.



- C. Amare Global reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$10.
- D. Amare Global bills the following fees to process commission payments:
 - I. \$0.75 Fee billed for each electronic Automated Clearing House (ACH) transaction to deposit bonuses and commissions into a Brand Partner's depository account.
 - II. \$2.50 Fee billed for each paper check created by Amare Global for the payment of bonuses and commissions.

11.2 Computation of Commissions and Discrepancies

- A. An Amare Global Brand Partner must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the 30-day "grace period" no additional requests will be considered for commission recalculations.

11.3 Inclusion in a Period's Bonus

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

11.4 Redemption of Amare Credit

- A. If Amare Credits are issued to the Brand Partner for a refund (as described within section 8.9 of the Refund Policies) within the Bonus period, the Personal Volume or bonuses paid on that order will not be clawed back and will continue to be considered for calculation for that Bonus period. However, upon redemption of Amare Credits for a future order, orders paid with Amare Credits will have the Personal Volume of that order reduced proportionally by the percentage of the Order paid with Amare Credits.

11.5 Adjustments to Bonuses, Commissions, and Volume for Returned Products

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

recoup any fees associated to the chargeback and suspend the Brand Partner's account.

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

11.6 Returned Bonus Check Fees

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

11.7 Duty to Retain Documents

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

11.8 Errors or Questions

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

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

12.1 Amare Global Intellectual Property

- A. Amare Global intellectual property includes its trademarks, service marks, trade names, copyrights, and content licensed to or owned by Amare Global. Brand Partners acknowledge that these are valuable assets of Amare Global. By using Amare Global intellectual property as permitted hereunder, Brand Partners acknowledge that they have no ownership rights to the intellectual property and that Amare Global exclusively retains all rights to its intellectual property and any goodwill pertaining thereto.

12.2 Use of Company Names, Trademarks, and Copyrighted Materials

- A. An Amare Global Brand Partner must safeguard and promote the good reputation of Amare Global and its products and services. The marketing and promotion of Amare Global, the Amare Global opportunity, the Compensation Plan, and Amare Global products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- B. All promotional materials supplied or created by Amare Global must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Amare Global Compliance Department.
- C. The name of Amare Global, each of its product and service names and other names that have been adopted by Amare Global in connection with its business are proprietary trade names, trademarks and service marks of Amare Global. As such, these marks are of great value to Amare Global and are supplied to Brand Partners for their use only in an expressly authorized manner.
- D. An Amare Global Brand Partner's use of the name "Amare Global" is restricted to protect Amare Global's proprietary rights, ensuring that the intellectual property rights in the Amare Global name will not be lost or compromised by unauthorized use. Use of the Amare Global name on any item not produced or authorized by Amare Global is prohibited except as follows:
 - I. [Brand Partner's name] Independent Amare Global Brand Partner
 - II. [Brand Partner's name] Independent Brand Partner of Amare Global products and services.
 - III. Websites may contain the following in the URL: AmareGlobalIndependentDist/BP Name
- E. Further procedures relating to the use of the Amare Global name are as follows:
 - I. Brand Partners may produce their own stationery (i.e., letterhead, envelopes, and business cards) bearing the Amare Global name or logo without written approval by the Company if the stationery clearly discloses that the Brand Partner is an independent contractor and it contains the Brand Partner's Amare account number. Such disclosure must include the wording "[Brand Partner's name] Independent Amare Global Brand Partner, Brand Partner ID No. [xxxx]" or "[Brand Partner's name] Independent Brand Partner of Amare Global products and services, Brand Partner ID No. [xxxx]."
 - II. Brand Partners may list themselves as "Independent Amare Global Brand Partner" or "Brand Partner" in the white pages of the telephone directory or online business directories under their own names.
 - III. Amare Global Brand Partners may not use the name Amare Global when answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent Amare Global Brand Partner."
- F. Certain photos and graphic images used by Amare Global in its advertising, packaging, and websites are the result of paid contracts with outside vendors. Brand Partners are not permitted to use such photos or images absent approval of the vendor. If a Brand Partner wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- G. Amare Global regularly produces live and recorded events as well as webinars and telephone conference calls. During these events Company executives, Brand Partners, and guests appear and speak. The content of such events is copyrighted material that is owned exclusively by Amare

Global. Brand Partners may not record such events or company functions for any reason, whether such event is live, a webinar, via conference call, or delivered through any other medium.

- H. Company produced sales and promotional aids and materials, videos, audios, podcasts, and printed material are also copyrighted. Brand Partners shall not copy or make derivatives of any such materials for their personal or business use without the Company's prior written approval.
- I. Amare Global reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Brand Partner.
- J. Brand Partners may not imply that Amare Global has any endorsement, sponsorship, support from a third-party entity, or other related affiliation through content created or actions by the Brand Partner.

12.3 Re-Labeling and Re-Packaging Products Prohibited

An Amare Global Brand Partner may not re-label, re-package, refill, or alter labels of any Amare Global product, or service, information, materials or program(s) in any way. Amare Global products and services must only be sold in their original containers from Amare Global. Such re-labeling or re-packaging may violate federal and state laws, which may result in criminal or civil penalties or liability.

12.4 Sales Outlets, Service-Related Establishments, and Commercial Sales

- A. To support the Company's direct selling distribution channel and to protect the independent contractor relationship, except as provided below, Brand Partners agree that they will not sell Amare Global 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).
- B. A Brand Partner who is the owner or manager of a retail establishment may request an exemption to the above policy if the retail establishment does not exceed \$1 million in annual gross revenue and there are 5 or fewer stores under common ownership of management.
- C. With prior written approval from Amare Global, a Brand Partner may promote and sell Amare Global products and services 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. Amare Global 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.
- D. Amare Global will permit Brand Partners to solicit and make Commercial Sales upon prior written approval from Amare Global. For the purpose of this Policy Manual, the term "Commercial Sale" means the sale of:
 - I. Amare Global products that equal or exceed \$5,000 in a single order;
 - II. Products sold to a third party who intends to resell the products to an end consumer.



12.5 Advertising and Promotional Materials

- A. Brand Partners may not advertise any Amare Global products or services at a price LESS than the lowest company published, established wholesale price. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through Amare Global.
- B. All Brand Partners shall safeguard and promote the good reputation of Amare Global and its products. The advertising, marketing and promotion of Amare Global, the Amare Global opportunity, the Compensation Plan, and Amare Global products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. Therefore, advertising and all forms of promotion and communications must adhere to principles of honesty and propriety. All advertisement or communication shall clearly indicate that it is not authored by Amare Global, or any of its affiliated companies, and that the owner of the site bears all responsibility for the content.
- C. The use of Amare Intellectual Property in paid digital and web sites is PROHIBITED. Brand Partners may not use any form of Amare Global's intellectual property to bid for paid advertising, including typo squatting or key words for individual products, etc. without specific written permission by Amare Global Compliance.
- D. Brand Partners are strongly encouraged to use the sales aids and support materials produced by Amare Global. However, if Brand Partners wish to, they may develop and produce their own sales aids and promotional materials PROVIDED that all such sales aids and promotional materials are in strict compliance with the following requirements:
 - I. No false or misleading income claims, lifestyle income claims, opportunity claims, or compensation plan claims may be included in the materials. See Section 9.1 above.
 - II. Any claims about Amare Global products that are included in such materials must be in compliance with Section 6.0 above. In short, no claims may be made for Amare Global products except those that are made by the Company in its official materials.
 - III. All such materials must contain the following disclosure: "This advertising material was produced by [Name], an Independent Brand Partner for Amare Global, who is solely responsible for its content. This advertising material was not designed, developed, produced, or approved by Amare Global. Amare Global trademarks used by permission." Such disclosure must be conspicuously placed on or in the sales aid or other promotional material.
 - IV. On all online promotional materials that a Brand Partner produces, the promotional material must include, in addition to the above disclosure, the Brand Partner's Amare Global ID Number.
 - V. Any display of Amare Global trademarks or logos must adhere to the latest version of the Amare Brand Partner Style Guide available in the Amare Back Office. Any updates to the styles within the Style Guide must be implemented and adhered to within 14 days of the release of an updated Guide.
 - VI. Blind ads (ads that do not mention or identify the Brand Partner, Amare Global, or the Amare Global opportunity or products) that promote in any way the Amare Global opportunity or products are prohibited.
 - VII. Brand Partners who develop sales aids and promotional materials may make such materials available for other Brand Partners to use but may not sell them to other Brand Partners or charge any fee for their use by other Brand Partners.

- E. Amare Global reserves the right to require that a Brand Partner immediately cease using or displaying Brand Partner designed, developed or produced sales aids and promotional materials at its discretion. Brand Partners waive all claims against Amare Global, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

12.6 Waiver of Right of Publicity

- A. Brand Partners grant Amare Global an irrevocable license to reproduce, distribute, and use their name, photograph, video, personal story, testimonial, and/or likeness in its advertising or promotional materials, including but not limited to use in online forums. Brand Partners waive all claims for remuneration for such use and all rights to inspect or approve all draft, beta, preliminary, and finished material. If a Brand Partner does not wish to participate in Amare Global sales and marketing materials, he or she should provide a written notice to the Amare Global Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

12.7 Media and Media Inquiries

- A. Brand Partners agree that they will receive Compliance approval prior to initiating contact with or reaching out to any media entity including, without limitation, television, radio, newspaper, magazine, etc. to promote their independent Amare Global businesses or to discuss any aspect of Amare Global, its products, business model, compensation plan, or business opportunity.
- B. Brand Partners shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Amare Global or its programs, products or services without prior written permission from the Amare Global Compliance Department.
- C. All media inquiries must be immediately referred to Amare Global. Brand Partners must not attempt to respond to media inquiries regarding Amare Global, its products or services, or their independent Amare Global business without Compliance approval. All inquiries by any type of media must be immediately referred to the Company. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

12.8 Telemarketing - Limitations

- A. An Amare Global Brand Partner must not engage in telemarketing in relation to the operation of the Brand Partner's Amare Global business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Amare Global products or services, or to recruit them for the Amare Global opportunity.
- B. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") each have laws that restrict telemarketing practices. Both Federal agencies, as well as a number of states have "do not call" regulations as part of their telemarketing laws.
- C. While a Brand Partner may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Brand Partner to violate the law. These regulations must not be taken

lightly, as they carry significant penalties (up to \$11,000 per violation).

- D. “Cold calls” or “state-to-state calls” made to prospective Customers, or Brand Partners that promote either Amare Global products, services or the Amare Global opportunity is considered telemarketing and is prohibited.
- E. Exceptions to Telemarketing Regulations. An Amare Global Brand Partner may place telephone calls to prospective Customers, or Brand Partners under the following limited situations:
 - I. If the Brand Partner has an established business relationship with the prospect;
 - II. In response to the prospect’s personal inquiry or application regarding a product or service offered by the Amare Global Brand Partner, within three (3) months immediately before the date of such a call;
 - III. If the Brand Partner receives written and signed permission from the prospect authorizing the Brand Partner to call;
 - IV. If the call is to family members, personal friends, and acquaintances. However, if a Brand Partner makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption;
 - V. Amare Global Brand Partners engaged in calling “acquaintances,” must make such calls on an occasional basis only and not as a routine practice.
- F. A Brand Partner shall not use automatic telephone dialing systems in the operation of his or her Amare Global businesses.
- G. Failure to abide by Amare Global policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Brand Partner’s Distributorship, up to and including termination of the Distributorship.
- H. By signing the Brand Partner Agreement, or by accepting commission checks, other payments or awards from Amare Global, a Brand Partner gives permission to Amare Global and other Brand Partners to contact them as permitted under the Federal Do Not Call regulations.

12.9 Faxes and E-mail - Limitations

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

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

12.10 Expositions and Other Sales Forums

- A. Brand Partners may display and sell Amare Global products at trade shows, professional expositions, county and state fairs, business, job opportunity fairs, and the like so long as the following requirements are adhered to:
- I. Only Amare Global products and services may be offered at the event. No other products or services may be offered or promoted by the Brand Partner at the event.
 - II. If marketing or promotional materials or signs or banners are used at the event booth, such materials may only promote Amare Global products or services and must uphold Amare Global’s quality image.
 - III. The Brand Partner or Brand Partners that are working at the event must clearly disclose that they are Independent Amare Global Brand Partners and not employees of Amare Global.
 - IV. Brand Partners and every person who works in the booth at the event shall comply with all applicable provisions of this Agreement. Brand Partners and any other persons who work an event booth shall not make false or misleading income claims. Product claims must be in compliance with section 6.0 above.

12.11 Internet and Third-Party Website Restrictions

- A. A Brand Partner may not use or attempt to register any of Amare Global's trade names, trademarks, service names, service marks, product names, advertising phrases, the Amare name or any derivative thereof that would infringe on Amare Global’s intellectual property for any Internet domain name (URL), email address, or social media account. Examples of use that are not acceptable are:
- I. www.amare-global.com, www.amareglbl.com, www.amarglobal.com, etc.

- II. amareglobalchris@gmail.com, amarechris@gmail.com, etc.
 - III. @amareglobalchris, @amarglbl, etc.
- B. Amare Global branded social Media marketing pages such as, and not limited to, Facebook, Instagram, Pinterest, blogs, YouTube channels are not permitted.
 - C. An Amare Global Brand Partner may not sell Amare Global products, services or offer the Business Opportunity using “online auctions,” or mall sites such as Amazon.com, Ebay.com, Alibaba.com, and others of similar nature.
 - D. Amare Global products may only be sold through Amare Global Replicated Websites and official Amare Global Websites.
 - E. All Brand Partners may have one (1) approved third-party website. A third-party website is an Amare Global-approved personal website that is hosted on non-Amare Global servers and has no affiliation with Amare Global. Any Brand Partner who wishes to develop their own third-party website must receive Amare Global’s prior written approval before going live with their third-party website. Third-party websites may be used to promote your business and Amare Global’s products so long as the third-party website adheres to Amare Global’s advertising policies. No product sales, no product orders, and no Customer or Brand Partner enrollments may occur through a third-party website. If you wish to use any third-party website, you must do the following:
 - I. Identify yourself as a Brand Partner for Amare Global;
 - II. Use only the approved images and wording authorized by Amare Global;
 - III. Adhere to the branding, trademark, and image usage policies described in this document.
 - IV. Adhere to any other provision regarding the use of a third-party website described in this document;
 - V. Agree to give the Compliance Department at Amare Global access to the third-party website and, if the website is password protected, the Compliance Department must receive passwords or credentials allowing unlimited access.
 - VI. Agree to modify your website to comply with current or future Amare Global policies.
 - F. All marketing materials used on a Brand Partner’s third-party website must be provided by Amare Global or approved in writing by Amare Global.
 - G. To avoid confusion, the following four elements must also be prominently displayed at the top of every page of your third-party website:
 - I. The Amare Global Brand Partner Logo provided by the Company
 - II. Your Name and Title
 - III. Redirect Button to your Amare Global Replicated Website
 - IV. Amare Global Corporate Website Redirect Button
 - H. A Brand Partner may not use third-party sites that contain materials copied from corporate sources (such as Amare Global brochures, CDs, videos, tapes, events, presentations, and corporate websites).
 - I. Amare Global products may be displayed with other products or services on a Brand Partner’s third-party website so long as the other products and services are consistent with Amare Global values and are not marketed or sold by a competing network-marketing company.
 - J. If the independent Amare Global business of a Brand Partner who has received authorization to create and post an third-party website is voluntarily or involuntarily canceled for any reason, or if Amare Global revokes its authorization allowing the Brand Partner to maintain a third-party



website, the Brand Partner shall assign the URL to his/her third-party website to Amare Global within three (3) days from the date of the cancellation and/or re-direct all traffic to the site as directed by the Amare Global. Amare Global reserves the right to revoke any Brand Partner's right to use a third-party website at any time if Amare Global believes that such revocation is in the best interest of Amare Global, its Brand Partners, and Customers. Decisions and corrective actions in this area are at Amare Global's sole discretion.

12.12 Social Media Restrictions

- A. In addition to meeting all other requirements specified in the Agreement, should a Brand Partner utilize any form of Social Media in connection with his or her Amare Global business, including but not limited to blogs, Facebook, Twitter, Instagram, LinkedIn, YouTube, or Pinterest, the Brand Partner agrees to adhere to the requirements set forth in this section 12.11.
- B. Social Media sites may not be used to sell or offer to sell Amare Global products or services. Amare Global products and services may only be sold through Brand Partner replicated websites and official Amare Global websites.
- C. PROFILES A BRAND PARTNER GENERATES IN ANY SOCIAL COMMUNITY WHERE Amare Global IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE BRAND PARTNER AS AN AMARE GLOBAL BRAND PARTNER, and when a Brand Partner participates in those communities, Brand Partners must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Amare Global's sole discretion, and offending Brand Partners will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Amare Global approved library. If a link is provided, it must link to the posting Brand Partner's Replicated website or an approved third-party website.
- D. Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Brand Partners will be subject to disciplinary action.
- E. Brand Partners may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Brand Partners create or leave must be useful, unique, relevant and specific to the blog's article. Spamming includes, but is not necessarily limited to:
 - I. Sending unsolicited email messages to online users containing the Brand Partner's information (Brand Partners may only send email in compliance with section 12.8 above and the anti-spam law);
 - II. Sending unsolicited emails or faxes to lists of people not from the Brand Partner's Organization or with whom the Brand Partner has not had previous business or personal interactions, in accordance with section 12.8. All Amare Global related email broadcasts must only be sent to Brand Partners in the Organization of the Brand Partner and must concern only Amare Global business.
- F. Brand Partners must disclose their full name on all Social Media postings, and conspicuously identify themselves as an independent Brand Partner for Amare Global. Anonymous postings or use of an alias is prohibited.
- G. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Amare Global income opportunity, Amare Global's products and services, and/or your biographical information and credentials.
- H. Brand Partners are personally responsible for their postings and all other online activity that relates

to Amare Global. Therefore, even if a Brand Partner does not own or operate a blog or Social Media site or account, if a Brand Partner posts to any such site that relates to Amare Global or which can be traced to Amare Global, the Brand Partner is responsible for the posting. Brand Partners are also responsible for postings which occur on any blog or Social Media site or account that the Brand Partner owns, operates, or controls. Any claims made on the Brand Partner's sites or Social Media account that are not legal or in compliance with applicable provisions of the Agreement must be deleted or removed. Brand Partners are required to review this content regularly.

- I. As an Amare Global Brand Partner, it is important to not converse with any person who places a negative post against you, other Brand Partners, or Amare Global. Report negative posts to Amare Global at support@amareglobal.com. responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Amare Global, and therefore damages the reputation and goodwill of Amare Global.
- J. The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, Amare Global therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites and require that Brand Partners using, or who wish to use, such sites adhere to the Amare Global's policies relating to third-party websites.
- K. If your Amare Global business is cancelled for any reason, you must discontinue using the Amare Global name, and all of Amare Global's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an independent Amare Global Brand Partner, you must conspicuously disclose that you are no longer an independent Amare Global Brand Partner.

12.13 Other Advertising Provisions

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

13.0 INTERNATIONAL MARKETING

13.1 International Marketing Policy

- A. Brand Partners may not sell or promote the sale of Amare Global products or services, or conduct business activities of any nature, including sponsoring other Brand Partners, in any foreign country that Amare Global has not approved.
- B. Brand Partners who reside in International markets may purchase Amare products for personal consumption where it is permitted by the Company, however, they may not sell or promote the sale of Amare Global products or services, or conduct business activities of any nature, including sponsoring other Brand Partners, in any foreign country that Amare Global has not approved.
- C. It is prohibited for Brand Partners to import or aid in the importation of sale, gift, or distribution of Company products, services, or product samples in unapproved countries.
- D. Brand Partners must comply with local personal use and free trade regulations.
- E. It is prohibited for Brand Partners to do business with Specially Designated Nationals and Blocked Persons according to OFAC (Office of Foreign Asset Control) or with individuals located in sanctioned countries.
- F. In addition to other remedies set forth in the Agreement, a Brand Partner who violates this International Marketing Policy, may forfeit participation in the affected international market for a period determined by Amare Global. Prohibitions stemming from such a violation include, but are not limited to, the following:
 - I. The Brand Partner may have no right to international distribution/sponsorship rights in the affected international market;
 - II. The Brand Partner and/or their upline may not be entitled to Bonuses generated by the Brand Partner's Organization in the affected international market;
 - III. The Brand Partner may not receive recognition at corporate events or in corporate literature, related to the official opening of any new market as deemed appropriate by Amare Global.

14.0 CHANGES TO A BRAND PARTNER BUSINESS

14.1 Change of Brand Partner Agreement Information

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

14.2 Placement

- A. The Brand Partner who enrolls a new Brand Partner is the "Enroller" of the new Brand Partner. The Brand Partner who is directly above a new Brand Partner in the Upline is the "Sponsor" of the new

Brand Partner. In most cases, the Enroller and Sponsor will be the same.

- B. If the Brand Partner Agreement of the new Brand Partner does not identify a Sponsor, the Enroller shall also be the Sponsor unless the Enroller “places” the new Brand Partner under another Brand Partner within his or her Organization within 30 days of the date of the enrollment of the new Brand Partner. Such placement shall be final.
- C. Customers can not be placed and are required to be assigned to the Enrolling Brand Partner.

14.3 Change of Sponsor

A. To change or correct the Sponsor, a Brand Partner must comply with following procedures:

- I. Within 30 days of enrollment of a new Brand Partner, Placement can be changed or corrected by the Enroller within the Amare Global back office. Only one such placement change shall be permitted. Following such placement, no further changes permitted.
- II. After 30 days from the date of enrollment of the new Brand Partner, a Sponsor change can only take place under extenuating circumstances and only if Amare Global and the Brand Partner’s immediate upline and upline Leader(s) all approve of the change. If a Brand Partner wishes to request a change of Sponsor, the following procedures must be followed:
 - a. The Brand Partner must submit a written request to Amare Global listing the reasons for the requested change. The name and ID of the proposed new Sponsor must be included in the request.
 - b. The Brand Partner must submit a \$50 processing fee to Amare Global with his or her written request. This fee is non-refundable – even if the request is denied.
 - c. If requested by Amare Global, the Brand Partner must provide the Company with additional information to evaluate the request.
 - d. It may take up to 45 days for Amare Global to review the request and get back to the requesting Brand Partner.
 - e. Change of Sponsor requests received by Amare Global on or after the 25th day of a month will not be reviewed until the following month at the earliest.
 - f. Amare Global may grant its approval or deny the request at its sole discretion.
 - g. Amare Global may condition its approval on the approval of the change by the requesting Brand Partner’s Sponsor, Enroller, and upline Leaders. In that event the request will not be enacted unless all such upline Brand Partners approve, in writing, the request. The appropriate approval form will be provided to the requesting Brand Partner by Amare Global. It will be the responsibility of the requesting Brand Partner to secure the necessary upline approvals as designated by Amare Global.
 - h. If a change of Sponsor request is approved, the change IS NOT retroactive to the date of the request.

- B. The Brand Partner’s downline, if any, WILL NOT transfer with the Brand Partner unless approved by Amare Global at its sole discretion.

14.4 Change of Enroller of a Brand Partner

- A. Following the enrollment of a new Brand Partner, the Enroller may not be changed except under the very limited circumstance described below as the act of changing Enrollers has significant impact in the Amare Global compensation plan. Under no circumstances may the Enroller be changed to any Brand Partner other than the Sponsor of the subject Brand Partner. A Brand Partner may not change his or her Organization except as provided in section 14.5 below.
- B. If change of Enroller is desired, the Enroller of a Brand Partner may submit a request to the Company to change the Enroller of subject Brand Partner to the Sponsor of the Brand Partner. The Company reserves the right to deny such request at its discretion.
- C. Notwithstanding the foregoing, the Enroller of a new Brand Partner may change the Enroller to another Brand Partner in his or her Organization within 30 days of the enrollment of the new Brand Partner. If an Enroller change was not processed during that time, a request may be submitted as provided above.
- D. There is no fee for the first change of Enroller request. Thereafter, there is a \$50 fee that must be submitted with any subsequent change of Enroller request.
- E. Amare Global retains the right to approve or deny any requests to change Enroller, and to correct any errors related thereto at any time and in whatever manner it deems necessary.

14.5 Change of Organization

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

14.6 Sell, Assign or Delegate Ownership

- A. An Amare Global Brand Partner may not sell, transfer, or assign his or her rights or delegate his or her position as a Brand Partner without prior written approval by Amare Global, which approval will not be unreasonably withheld. Any attempted sale, transfer, assignment, or delegation without such approval may be voided at the discretion of Amare Global.
- B. Should the sale be approved by Amare Global, the buyer/transferee/assignee (hereafter "Buyer") assumes the position of the seller/transferor/assignor (hereafter "Seller") at the current qualified title, but at the current "paid as" rank, at the time of the sale and acquires the Seller's Organization.
- C. To request authorization for a sale, transfer, or assignment of an Amare Global Distributorship, the following items must be submitted to the Amare Global Compliance Department:
 - I. A Sale/Transfer of Distributorship Form properly completed, with the requisite signatures;

- II. A copy of the signed and dated agreement between the Seller and the Buyer;
 - III. An Amare Global Brand Partner Agreement completed and signed by the Buyer;
 - IV. Payment of the \$250 administration fee;
 - V. Any additional supporting documentation requested by Amare Global.
- D. Any debt obligations that either Seller or Buyer may have with Amare Global must be satisfied prior to the approval of the sale, transfer, or assignment by Amare Global.
- E. A Brand Partner who sells his or her Distributorship is not eligible to re-enroll as a Brand Partner in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in this Policy Manual. For rank Gold Heart or higher, the period length is twelve (12) months.

14.7 Divorce of a Brand Partner

- A. Amare Global 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. Amare Global 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 Amare Global business must also execute and submit an Amare Global Brand Partner Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled.
- B. During the pendency of the divorce proceeding and until a final divorce settlement or decree of divorce is provided to the Company, Amare Global shall continue to pay commissions and bonuses pursuant to the Agreement.
- C. Following the completion of the divorce proceeding, the spouse who did not receive business may immediately thereafter re-enroll under the Enroller and Sponsor of his or her choice. In such cases, however, such former spouse shall have no rights to, and shall not solicit, any Brand Partner or Active Customer in the former organization and must develop a new business in the same manner as any other new Amare Global Brand Partner.

14.8 Dissolution of Business Entity

- A. If a business entity that operates an Amare Global 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 Amare Global 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.
- B. The recipient of the Amare Global business must also execute and submit an Amare Global Brand Partner 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 Amare Global 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 14.5.
- C. Following the completion of the entity dissolution, the owners/principals who did not receive the Amare Global business may immediately thereafter re-enroll under the Enroller and Sponsor of

their choice. In such cases, however, such former owners/principals shall have no rights to, and shall not solicit, any Brand Partner or Active Customer in the former organization and must develop a new business in the same manner as any other new Amare Global Brand Partner.

14.9 Succession – Death or Incapacity of a Brand Partner

- A. Upon the death or incapacity of a Brand Partner, the Brand Partner’s business may be passed on to his or her legal successors in interest (successor). Whenever an Amare Global business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Brand Partner’s sales organization. The successor must:
 - I. Complete and sign a new Amare Global Brand Partner Agreement;
 - II. Comply with the terms and provisions of the Agreement; and
 - III. Meet all the qualifications for the last rank achieved by the former Brand Partner.
- B. Bonus and commission payments of an Amare Global business transferred based on this section will be paid to the successor. Payments will be based on the current performance of the Distributorship, not the highest rank or volume achieved.
- C. If the business is bequeathed to joint devisees (successors), they must form a business entity and acquire a Federal taxpayer identification number. Amare Global will issue all bonus and commission payments and one 1099 Miscellaneous Income Tax form to the managing business entity only.
- D. Appropriate legal documentation must be submitted to Amare Global Compliance Department to ensure the transfer is done properly. To affect the transfer of an Amare Global business due to death, the successor must provide the following to Amare Global Compliance Department:
 - I. A certified copy of the death certificate;
 - II. Certified letters testamentary, letters of administration, or other appropriate legal documentation establishing the successor’s right to the Amare Global business; and
 - III. Written instructions of the executor or personal representative of the estate, or an order of the court, that provides direction on the proper disposition of the business.
- E. To complete a transfer of the Amare Global business because of incapacity, the successor must provide the following to the Amare Global Compliance Department:
 - I. A notarized copy of an appointment as trustee;
 - II. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee’s right to administer the Amare Global business; and
 - III. A completed Brand Partner Agreement executed by the trustee.
- F. If the successor is already an existing Brand Partner, Amare Global will allow such Brand Partner to keep his or her own Distributorship plus the inherited Distributorship active for up to six (6) months. By the end of the 6-month period, the Brand Partner must have compressed (if applicable), sold or otherwise transferred either the existing Distributorship or the inherited Distributorship.
- G. If the successor wishes to terminate the Amare Global Distributorship, he or she must submit a notarized statement stating the desire to terminate the Distributorship, along with a certified copy



- of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- H. Upon written request, Amare Global may grant a one (1) month bereavement waiver and pay out at the last “paid as” rank.

15.0 PRIVACY POLICY

15.1 Introduction

Amare Global has published a Privacy Policy at <https://www.amare.com/PrivacyPolicy.html> to describe the manner in which it collects, uses, and discloses, personal information (the “Privacy Policy”). The Privacy Policy describes and discloses how Amare Global protects the personal information disclosed to it by Customers, Brand Partners, prospective Customers and Brand Partners, and others. By registering as a Brand Partner and by using or visiting the amareglobal.com website, Brand Partners consent to the Privacy Policy.

15.2 Expectation of Privacy

- A. Amare Global recognizes and respects the importance its Customers and Brand Partners place on the privacy of their financial and personal information. As set forth in the Privacy Policy, Amare Global will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of, its Customers’ and Brand Partners’ financial and account information and personal information. However, it is important to understand that no safeguards or precautions can provide absolute security.
- B. By entering into the Brand Partner Agreement, a Brand Partner authorizes Amare Global to disclose his or her name and contact information to upline Brand Partners solely for activities related to the furtherance of the Amare Global business. With respect to personal information regarding the Brand Partners and Customers in their Organizations, Brand Partners agree to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing their Organizations and conducting the Amare Global business.

15.3 Employee Access to Information

- A. Amare Global limits the number of employees who have access to Customers’ and Brand Partners’ personal information to those who need access to it for the purposes described in the Privacy Policy.

15.4 Restrictions on the Disclosure of Account Information

- A. Amare Global will not share personal information or financial information about current or former Customers or Brand Partners with third parties, except as set forth in the Privacy Policy.

15.5 Brand Partner Obligations of Privacy Protection

- A. If a Brand Partner receives personal information from or about a Brand Partner, a prospective Brand Partner, a Customer, or a prospective Customer, it is the Brand Partner’s responsibility to maintain the security of the personal information and to shred, destroy, or irreversibly delete the personal



information of others once the Brand Partner no longer needs it. To the extent that it is necessary for a Brand Partner to store or maintain personal information of others, the Brand Partner 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 or other tax identification number, passport number, driver's license number, bank account number, credit card or debit card number, and personal characteristics including photographic image, fingerprints, handwriting, or other unique biometric data.

16.0 PROPRIETARY INFORMATION AND TRADE SECRETS

16.1 Business Reports, Lists, and Proprietary Information

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

16.2 Obligation of Confidentiality

- A. These Reports are strictly under the sole possession and full discretion of Amare Global. Amare Global reserves the right to deny any Brand Partner access to any Reports and to demand that a Brand Partner immediately return or destroy any Report. Reports are provided to Brand Partners in strictest confidence and are made available to Brand Partners for the sole purpose of assisting them in working with their respective Organizations in the development of their independent Amare Global businesses. Each Brand Partner and Amare Global agree that, but for this agreement of confidentiality and nondisclosure, Amare Global would not provide any Reports to the Brand Partner.
- B. To protect the confidential and proprietary nature of the Reports, a Brand Partner shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity, during the term of the Agreement and for a period of five (5) years following its cancellation or termination for any reason:
 - I. Use the information in the Reports to compete with Amare Global or for any purpose other than promoting his or her Amare Global business;
 - II. Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.
 - III. Disclose any Reports, any portion of the Reports, or any of the information in any of the Reports to any third party;
 - IV. Use the Reports or any information contained within them in any manner to identify and solicit



Amare Global Customers and Brand Partners to other commercial opportunities and activities;
or

- V. Intentionally or unintentionally use or disclose any of the Reports, any portion of any Report, or any information contained within any of the Reports in a manner which causes irreparable harm to Amare Global.
- C. Brand Partner understands and agrees that Brand Partner's confidentiality obligations herein shall survive any termination or cancellation of the Agreement.

16.3 Breach and Remedies

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

16.4 Return or Destruction of Reports

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

17.0 DISCIPLINARY SANCTIONS AND CANCELLATION OR TERMINATION OF THE AGREEMENT

17.1 Disciplinary Sanctions

- A. Violation of any term of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Brand Partner that the Company reasonably believes may damage its reputation or goodwill (such damaging act or omission need not be related to the Brand Partner's Amare Global business), may result, at Amare Global's discretion, in the termination of this Agreement or other disciplinary sanction that Amare Global deems appropriate to address the misconduct.
- B. Disciplinary sanctions may include one or more of the following:
 - I. Issuance of a written warning or requiring the Brand Partner to take immediate corrective action;
 - II. Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Amare Global receives adequate additional assurances from the Brand Partner to ensure future compliance;
 - III. Suspension from participation in Company or Brand Partner events, rewards, or recognition;
 - IV. Suspension of the Amare Global Brand Partner Agreement and Distributorship for one or more

- pay periods;
- V. Suspension and/or termination of the offending Brand Partner's Amare Global replicated website and/or back-office access;
- VI. Discontinuation or limitation of payment of Bonuses from any or all portion of the sales of the Brand Partner or their Organization;
- VII. Reassign all or part of the Brand Partner's Organization;
- VIII. Involuntary termination of the Brand Partner's Agreement and Distributorship;
- IX. Any other measure which Amare Global deems feasible and appropriate to justly resolve injuries caused by the Brand Partner's Policy violation or contractual breach; OR
- X. Legal proceedings for monetary or equitable relief.

17.2 Cancellation or Termination of the Agreement

- A. 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 or by cancelling his/her business through the Brand Partner Back-Office. The written notice must include the Brand Partner's signature, printed name, address, and Brand Partner I.D. Number. A Brand Partner shall be deemed to have voluntarily canceled the Agreement by returning \$500 or more of Amare Global products for a refund in any 12-month period.
- B. Cancellation for Inactivity. If a Brand Partner fails to meet the qualifications for Active status as set forth in the Compensation Plan for 12 consecutive months, or if a Brand Partner has not enrolled a new Customer or Brand Partner for 12 consecutive months, his or her Brand Partner Agreement and Amare Global business will be cancelled for inactivity 60 days after either such condition has been met. If such a Brand Partner meets the requirements for Active status or enrolls a new Brand Partner or Customer during such 60-day period, the Agreement will not be cancelled.
- C. Suspension or Cancellation for Non-Payment. A Brand Partner's failure to pay any required annual renewal 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 cancelled.
- D. Involuntary Termination. As provided at section 17.1, violation of any term of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by a Brand Partner that the Company reasonably believes may damage its reputation or goodwill (such damaging act or omission need not be related to the Brand Partner's Amare Global business), may result, at Amare Global's discretion, in the termination of this Agreement. In addition, the Agreement may be involuntarily canceled upon the occurrence of any of the following events: Brand Partner files a voluntary or involuntary petition in bankruptcy or is convicted of a felony or any other criminal misconduct. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to 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.
- E. Amare Global 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.
- F. Effect of Cancellation or Termination. So long as a Brand Partner remains active and complies with the terms of the Agreement, Amare Global shall pay bonuses and commissions to such Brand Partner in accordance with the Compensation 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 an Organization).

Brand Partner whose business is cancelled for any reason will lose all Brand Partner rights, benefits, and privileges. This includes the right to represent yourself as an Independent Amare Global Brand Partner, to sell Amare Global 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 Brand Partner and the Brand Partner's former downline sales organization. There is no whole or partial refund for tangible sales kits that are not currently marketable or renewal fees if a Brand Partner's business is cancelled.

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).

- G. Re-Enrollment Following Cancellation or Termination. Following the cancellation of the Agreement for reasons other than Involuntary Termination, a former Brand Partner must wait a minimum of six months before re-applying and may apply to enroll under any Enroller and/or Sponsor of his or her choice. A Brand Partner whose Agreement is involuntarily terminated may not re-apply to become a Brand Partner without the express written consent of an authorized officer of Amare Global, following a review by the Compliance Department. In any event, such a former Brand Partner must wait a minimum of 12 months from the termination date before re-applying.
- H. Reclassification. If at the time of the cancellation of a Brand Partner's Brand Partner Agreement the Brand Partner is also on the Amare Global Subscribe & Save program, the Brand Partner's Subscribe & Save agreement shall continue in force unless the Brand Partner specifically requests that his or her Subscribe & Save agreement be canceled. If the former Brand Partner does not request the cancellation of his or her Subscribe & Save agreement, the former Brand Partner shall be reclassified as a Customer.
- I. Roll-Up of Organization. When a vacancy occurs in an Organization due to the termination or cancellation of a Brand Partner, each Brand Partner in the first level immediately below the terminated Brand Partner will be moved to the first level ("Frontline") of the terminated Brand Partner's Sponsor. Such roll-up will take place one year after the date of the termination. For example, if A sponsors B, and B sponsors C1, C2, and C3, if B's Distributorship is cancelled or terminated, C1, C2, and C3 will "roll-up" to A and become part of A's first level one year after B's cancellation or termination. During the one-year period preceding the roll-up, the position of the cancelled or terminated Brand Partner will be suspended. Amare Global reserves the right to not roll-up a terminated or cancelled Brand Partner's organization to the next active Upline Sponsor at its discretion.

18.0 DISPUTE RESOLUTION

18.1 Arbitration

- A. **Any controversy or claim arising out of or relating to the Agreement or the breach thereof, the Brand Partner's business or any dispute between Amare Global and the Brand Partner, shall be settled by binding and confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules (available at <https://www.adr.org/Rules>), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.** There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association. Notwithstanding the foregoing, if the dispute is within the jurisdictional limits of the small claims court in the state in which Brand Partner resides, the dispute may be resolved in such small claims court. **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.**
- B. Notwithstanding the rules of the AAA, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:
- I. The Federal Rules of Evidence shall apply in all cases.
 - II. The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure.
 - III. The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure.
 - IV. The arbitration hearing shall commence no later than one year from the date on which the arbitrator is appointed and shall last no more than five business days.
 - V. The Parties shall be allotted equal time to present their respective cases.
 - VI. An Arbitrator's Award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.
 - VII. If the value of the relief sought is \$25,000 or less, the arbitration shall be conducted based solely on written submissions, unless either party requests an in-person, telephonic, or videoconference hearing or the arbitrator decides that a hearing is necessary. In cases where an in-person hearing is held, either party may attend by telephone or video conference unless the arbitrator requires otherwise.
 - VIII. Any dispute relating to whether the dispute is subject to arbitration shall be decided through arbitration.
- C. Unless the parties mutually agree to another location, all arbitration proceedings shall be filed and held in Salt Lake County, Utah.
- D. The parties shall split the arbitrator's fees equally unless the value of the relief sought by a Brand Partner is \$10,000 or less. If the value of the relief sought by a Brand Partner is \$10,000 or less, at the Brand Partner's request, Amare Global will pay all of the arbitrator's fees associated with the arbitration. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney's fees and filing fees. The



decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.

- E. Any dispute relating to whether the dispute is subject to arbitration shall be decided by the arbitrator.
- F. Disputes shall remain confidential between the Company and the Brand Partner in question. With the exception of discussing the claims with bona fide witnesses to the dispute and the party's legal counsel, neither party shall verbally or in writing discuss, publish, or otherwise disseminate the claims, allegations, merits, evidence, positions, pleadings, testimony, rulings, awards, orders, issues, or any other aspect of the dispute with or to any third party, including but not limited to disclosure on the internet or on any social media or blog platform prior to, during, or after any phase of the dispute resolution process unless a specific exemption contained in this dispute resolution provision applies. Nothing in this confidentiality provision shall prohibit or limit the Company from discussing any compliance matter and/or its resolution with the upline of a Brand Partner who has received disciplinary action by the Company or any matter related to the resolution of a dispute between the Company and a Brand Partner.
- G. A Brand Partner who does not wish to be subject to this Arbitration provision may opt-out by notifying Amare Global in writing of his/her desire to opt-out of this Arbitration provision within 30 days of the Brand Partner's execution of the Agreement. The opt-out notice shall be sent via email to compliance@amareglobal.com.
- H. Unless limited by the terms of this Agreement, remedies available to you under U.S. federal laws, the laws of the state of Utah, and the state and local laws of your state, shall remain available to you in any arbitration proceeding.
- I. This agreement to arbitration shall survive any termination or expiration of the Brand Partner agreement.
- J. Notwithstanding the foregoing, nothing in the Agreement shall prevent either Party from applying to and obtaining from any court to which the Parties have consented jurisdiction as set forth in the Agreement a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other equitable relief to safeguard and protect its intellectual property rights, trade secrets, and/or confidential information, including but not limited to enforcement of its rights under the Nonsolicitation provisions of the Agreement 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.
- K. All disputes, whether pursued through arbitration or before the courts, that arise from or relate to the Agreement, that arise from or relate to the Amare Global business, or that arise from or relate to the relationship between the Parties, shall be brought and proceed on an individual basis. The Parties waive their rights to pursue any action against the other Party and/or their respective owners, officers, directors, and agents, on a class or consolidated basis. You may opt out of this class action waiver if you wish by submitting written notice to the Company of your desire to opt out within 30 days from the date on which you enroll as a Brand Partner. Submit your written opt-out notice to compliance@amareglobal.com.**
- L. The Federal Arbitration Act shall govern all matters relating to arbitration. Except as is otherwise specifically referenced in these Terms & Policies, the law of the State of Utah 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.

- M. The dispute resolution provisions in the Agreement shall apply to Louisiana residents with the exception that any arbitration between the Company and a Louisiana resident Brand Partner may be brought in the Brand Partner's home forum and pursuant to Louisiana law.

19.0 MISCELLANEOUS

19.1 Severability

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

19.2 Waiver

- A. 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. Amare Global's waiver of any particular breach by a Brand Partner shall not affect Amare Global's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Brand Partner.
- B. The existence of any claim or cause of action of a Brand Partner against Amare Global shall not constitute a defense to Amare Global's enforcement of any term or provision of the Agreement.

19.3 Successors and Assigns

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

19.4 Governing Law

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

19.5 Changes, Amendments, and Modifications

- A. Because federal, state, and local laws, as well as the business environment, periodically change, Amare Global reserves the right to amend the Agreement and the prices in its Amare Global Product Price List in its sole and absolute discretion. Notification of amendments shall appear in Official Amare Global Materials. ***This provision does NOT apply to the arbitration clause found in section 18, which can only be modified via mutual consent.*** If you do not affirmatively consent to a future amendment of the arbitration clause, you are agreeing that you will arbitrate any dispute between us in accordance with the language of section 18 as set forth herein.

- B. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
 - I. Posting on the official Amare Global website;
 - II. Electronic mail (e-mail); or
 - III. In writing through the Amare Global newsletters or other Amare Global communication channels.
- C. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. If you do not agree to any amendments (other than to the arbitration provisions), your sole recourse is to cancel the Agreement. The continuation of a Brand Partner's Amare Global business, the acceptance of any benefits under the Agreement, the acceptance of bonuses or commissions, or the continued use of the Distributor replicated website or Back-Office constitutes acceptance of all amendments.

19.6 Delays

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

19.7 Effective Date

- A. This Policy Manual shall become effective as of May 1, 2023, and, at such time, shall automatically supersede any prior Policy Manual (the "old Policy Manual"), and, on that date, the old Policy Manual shall cease to have any force or effect except as provided herein with respect to the arbitration provisions.