

# **Amare Policies and Procedures – Europe**

## Table of contents

<b>1. Introduction</b>	<b>5</b>
1.1. Policies and Compensation Plan Incorporated into Independent Brand Partner Agreement	5
1.2. Purpose of Agreement	5
1.3. Changes to Independent Brand Partner Agreement	5
<b>2. Code of ethics</b>	<b>6</b>
2.1. Company Obligation	6
2.2. Independent Brand Partner Obligations	6
<b>3. Definitions</b>	<b>7</b>
<b>4. Becoming an Independent Brand Partner</b>	<b>8</b>
4.1. Requirements to Become an Independent Brand Partner	9
4.2. New Brand Partner Registration	9
4.3. Brand Partner Benefits	9
4.4. Identification Numbers	9
4.5. Term of Agreement	10
4.6. Adherence to Laws, Ordinances and Ethical Standards	10
4.7. Minors	10
4.8. Actions of Household Members or Affiliated Individuals	10
<b>5. Operating your Amare Business</b>	<b>10</b>
5.1. Adherence to the Amare Global Compensation Plan	10
5.2. No Compensation Solely for Enrolling	11
5.3. No Guaranteed Compensation	11
5.4. Special Programs	11
5.5. Advertising In General	11
5.6. Identification of Rank	11
5.7. Business Reputation	11
5.8. Brand Partner Meetings	11
5.9. Business Entities	12
5.10. Beneficial Ownership in Amare Global Business	12
5.11. Sponsorship	12
5.12. Errors or Questions	13
5.13. Independent Contractor Status	13
5.14. Insurance Business Pursuits Coverage	13
5.15. Product Liability Coverage	13
<b>6. Advertising, promotional material, use of company names and trademarks</b>	<b>13</b>
6.1. Amare Global Intellectual Property	13
6.2. Use of Company Names, Trademarks, and Copyrighted Materials	14
6.3. Sales Outlets, Service-Related Establishments, and Commercial Sales	15
6.4. Advertising and Promotional Materials	15
6.5. Waiver of Right of Publicity	16
6.6. Media and Media Inquiries	16
6.7. Spamming and Unsolicited Mass Communications	16
6.8. Telemarketing	16
6.9. Trade Shows, Expositions and Other Sales Forums	17
6.10. Internet and Third-Party Website Restrictions	18
6.11. Social Media Restrictions	19
6.12. Other Advertising Provisions	20
6.13. Re-packaging and Re-labeling Prohibited	20

<b>7. Changes to the Brand Partner business</b>	<b>20</b>
7.1. Change of Brand Partner Agreement Information	20
7.2. Placement	20
7.3. Change of Sponsor	21
7.4. Change of Enroller of a Brand Partner	21
7.5. Change of Organization	21
7.6. Sell, Assign or Delegate Ownership	22
7.7. Divorce of a Brand Partner	22
7.8. Dissolution of Business Entity	23
7.9. Succession	23
7.10. Transfer Upon Incapacitation of a Brand Partner	23
<b>8. Unauthorized claims and actions</b>	<b>24</b>
8.1. Indemnification	24
8.2. Product Claims	24
8.3. Income Claims	24
8.4. No Predatory Pricing	25
<b>9. Conflict of interest</b>	<b>25</b>
9.1. Non-solicitation	25
9.2. Competing Products and Opportunities	25
9.3. Cross-Recruiting	26
9.4. Unethical Sponsoring Prohibition	26
<b>10. International marketing</b>	<b>27</b>
<b>11. Responsibilities of Brand Partners</b>	<b>27</b>
11.1. Change of Contact Information	27
11.2. Ongoing Training	27
11.3. Ongoing Sales Responsibilities	28
11.4. Non-disparagement	28
11.5. Reporting Policy Violation	28
<b>12. Sales</b>	<b>28</b>
12.1. Product Sales	28
12.2. Sales Receipts	28
12.3. Providing and Maintaining Retail Order Forms/Records	28
<b>13. Bonuses and Commissions</b>	<b>29</b>
13.1. Bonus and Commission Qualifications	29
13.2. Computation of Commissions and Discrepancies	29
13.3. Inclusion in a Period's Bonus	29
13.4. Redemption of Amare Credit	29
13.5. Downline Activity Reports	29
13.6. Warranties	29
<b>14. Product guarantees, Returns and inventory repurchase</b>	<b>30</b>
14.1. CUSTOMERS Cancellation, Product Satisfaction Guarantee and Return Policies	30
14.2. BRAND PARTNER Cancellation and Buy Back process	30
14.3. Return Process	31
14.4. Return of Damaged or Incorrectly Sent Products	32
14.5. Commission Adjustments consequent returns of products for Cancellation, Buy Back or Customer Return Policies	32
14.6. Limitations on Resale of Product Pack Items	32

<b>15. Privacy policy</b>	<b>33</b>
15.1. Introduction	33
15.2. Expectation of Privacy	33
15.3. Employee Access to Information	33
15.4. Restrictions on the Disclosure of Account Information	33
15.5. Brand Partner Obligations of Privacy Protection	33
<b>16. Proprietary information and trade secrets</b>	<b>33</b>
16.1. Business Reports, Lists, and Proprietary Information	33
16.2. Obligation of Confidentiality	34
16.3. Breach and Remedies	34
16.4. Return or Destruction of Reports	34
<b>17. Dispute resolution and disciplinary proceedings</b>	<b>34</b>
17.1. Disciplinary Sanctions	34
17.2. Grievances and Complaints	35
17.3. Dispute Resolution Board	35
17.4. Governing Law and Jurisdiction	35
<b>18. Company products and services</b>	<b>36</b>
18.1. Excess Inventory Purchases Prohibited	36
18.2. Sales Requirements are governed by the Compensation Plan	36
<b>19. Ordering</b>	<b>36</b>
19.1. General Order Policies	36
19.2. Bonus Buying	36
19.3. Restrictions on Third Party Use of Credit Cards and Checking Account Access	36
19.4. Purchasing Amare Products	37
19.5. General Order Policies	37
19.6. Shipping and Back Order Policy	37
19.7. Confirmation of Order	37
<b>20. Payment and shipping</b>	<b>37</b>
20.1. Deposit	37
20.2. Insufficient Funds	37
20.3. Returned Packages	37
20.4. Sales, Use and Value Added Taxes	38
<b>21. Inactivity and cancellation</b>	<b>38</b>
21.1. Effect of Cancellation	38
21.2. Involuntary Cancellation	38
21.3. Voluntary Cancellation	39
21.4. Reclassification	39
21.5. Roll-Up of Organization	39
<b>22. Successors and assigns</b>	<b>39</b>
<b>23. Right to amend</b>	<b>39</b>
<b>24. Right to cancel by Amare</b>	<b>39</b>
<b>25. Miscellaneous</b>	<b>40</b>
25.1. Delays	40
25.2. Policies and Provisions Severable	40
25.3. Waiver	40
25.4. Effective Date	40

## 1. Introduction

The Amare Policies and Procedures govern your rights and obligations as an Amare Global Independent Distributor. Should an Independent Distributor have any questions regarding a policy or rule, the Independent Distributor is encouraged to seek an answer from their Sponsor or any other upline Independent Distributor. If further clarification is needed the Independent Distributor may contact Amare Global Compliance at [compliance.eur@amare.com](mailto:compliance.eur@amare.com).

### 1.1. Policies and Compensation Plan Incorporated into Independent Brand Partner Agreement

- a. This Amare Global Policies and Procedures are incorporated into and made part of the Terms and Conditions of the Independent Brand Partner Application Agreement ("Terms and Conditions"). These Policies and Procedures, the Terms and Conditions, and the Amare Global Compensation Plan constitute the entire agreement ("Agreement") between Amare Global Europe AB, its affiliates, or subsidiaries doing business in Europe, ("Amare", or "Amare Global", or the "Company") and the Amare Independent Distributor ("Brand Partner", "Independent Brand Partner" or "Amare Brand Partner"). The Agreement or any part thereof may be amended by the Company in accordance with the provisions herein.
- b. Where these Policies and Procedures are not specifically incorporated into that agreement, they nevertheless reflect the official position of Amare with respect to the terms thereof, and any violation of these Policies and Procedures may constitute a breach of an Independent Brand Partner's Agreement, subjecting the Brand Partner to the disciplinary provisions therein, termination provisions of the agreement. Hereafter, when the term "Agreement" is used, it collectively refers to the mutual obligations between Amare and the Independent Brand Partners as evidenced in the Terms and Conditions, these Policies and Procedures, the Amare Global Compensation Plan, and (when applicable) the Amare Business Entity Application.
- c. It is the responsibility of each Brand Partner to understand and adhere to the most current version of these Policies and Procedures. When sponsoring a new Brand Partner, the sponsoring Brand Partner should help the new Brand Partner applicant to understand this ongoing obligation.

### 1.2. Purpose of Agreement

- a. The purpose of the Agreement is to authorize an individual to be an Independent Brand Partner of the Company and set forth the respective duties, responsibilities and obligations of all parties. The Independent Brand Partner confirms this agreement each time you receive Amare bonus/commission payments or place a wholesale order. It is with great anticipation of the Independent Brand Partner's success that the Company presents this Policies and Procedures and urge the Independent Brand Partner to follow it closely and completely.
- b. Amare produces innovative products and markets those products through Independent Brand Partners. Amare invests heavily in providing marketing materials, developing brand value for the Company and developing Brand Partner compensation systems. Still, the success of the Company and the success of Brand Partners are ultimately dependent upon the integrity of the individuals who market the products. Because Amare Brand Partners are independent business enterprises, Brand Partners have broad latitude in how they choose to operate, and to determine the times and methods of their work. Notwithstanding this independence, Amare reserves a contractual right to protect its intellectual property, to prevent unsupportable product claims, and to preserve the integrity of its business model. These Policies and Procedures are designed to accomplish this. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Independent Brand Partner Agreement and these Policies and Procedures.
- c. If you have any questions regarding any policy or rule, do not hesitate to contact Amare Global Compliance at: [compliance.eur@amare.com](mailto:compliance.eur@amare.com)

### 1.3. Changes to Independent Brand Partner Agreement

Amare may amend the Independent Brand Partner Agreement at any time in its sole and absolute discretion. By signing the Independent Brand Partner Agreement, a Brand Partner agrees to abide by all amendments or modifications that Amare elects to make. Amendments shall become effective upon publication of notice of those amendments in published Amare materials or the Back Office. The Company will make available to all Brand Partners a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official website; (2) electronic mail (e-mail); (3) inclusion in Company periodicals; (4) inclusion in product orders or bonus payouts; (5) Any corporate training or

promotional event; or (6) special mailings. The continuation of a Brand Partner's Amare business or a Brand Partner's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

## 2. Code of ethics

- a. Amare Global expects and requires that both Brand Partners and the Company to conduct the business in accordance with the highest standards of ethical behavior and respect to all they work with. Independent Brand Partners will follow these ethical behaviors whenever representing Amare and its products.
- b. Amare is a full member of SELDIA and abides by the Consumer Code of Practice and Code of Business Conduct. It also requires Independent Brand Partners to carefully understand and follow those Codes which can be found at <https://seldia.eu/>.

### 2.1. Company Obligation

Independent Brand Partners can expect the Company to operate in accordance with both general business laws and those specific to the network marketing industry. The crucial trust between Independent Brand Partners and the Company imposes a major duty on the Company to protect this relationship as its main safeguard, guaranteeing fairness and justice for all parties involved.

- a. The Company will:
  1. Operate its business ethically and professionally;
  2. Efficiently process orders and ensure prompt shipment of products;
  3. Provide Independent Brand Partners with the necessary organizational and volume data to oversee their business operations.
  4. Provide Independent Brand Partners compensation as per the established Compensation Plan;
  5. Adhere to all regulations pertaining to the sale and distribution of products and the compensation of participants;
  6. Implement its policies impartially, ensuring fairness and equity to safeguard the interests of all Independent Brand Partners
  7. Provide liability insurance for its products when utilized as directed on the label and promoted following the approved marketing strategy.
- b. The Company will not
  1. Guarantee success in the business;
  2. Set commissions/bonuses merely for recruiting new Brand Partners;
  3. Permit Independent Brand Partners to coerce prospects or downline members into buying excessive inventory;
  4. Tolerate any form of unauthorized or misleading claims about products;
  5. Allow Independent Brand Partners to excess with their inventory solely to earn commissions/bonuses;
  6. Terminate an Independent Brand Partners' position without following the procedure in place.

### 2.2. Independent Brand Partner Obligations

- a. The Independent Brand Partner will:
  1. Operate his or her business ethically and professionally;
  2. Clarify that achieving success within the Company's Compensation Plan relies on retail sales, not recruitment efforts;
  3. Accurately present the Compensation Plan opportunity and Return Policy as outlined by the Company;
  4. Adhere to relevant Consumer Protection laws and standards;
  5. Offer genuine training, encouragement, and assistance to Independent Brand Partners within his or her organization.
- b. The Independent Brand Partner will not:
  1. Persuade anyone to make a payment by promising benefits from getting other individuals or entities to join the Company;
  2. Conduct the business with misleading, illegal, or unethical practices (including Cross-Recruiting and Bonus Buying);
  3. Engage in aggressive tactics in sales or recruitment efforts;

4. Make false claims and statements, or false promises about the Company opportunity or products, or be misled by claims that high earnings are easily achieved;
5. Recruit or enrolling individuals under the legal age or those unable to make informed decisions;
6. Operate in countries not officially opened for the Company's business;
7. Denigrate, disparage, or express negative comments about the Company, its Independent Brand Partners, products, Compensation Plan, leadership, or staff and employees;
8. Attempt to circumvent the Company policies in any way.

### 3. Definitions

Amare Global and/or Amare and/or the Company: When these Policies and Procedures mentions "Amare Global" or "Amare" or "The Company" it refers to Amare Global Europe AB (Landskronavägen 27 A, 252 32 Helsingborg - Sweden; +36 (1) 7009904; cs.ee@amare.com and [www.amare.com](http://www.amare.com)).

**Active:** The Independent Brand Partner that generate 100 PV in personal product business volume from personal orders for personal use or resale, and/or Customer orders during the current or previous calendar month.

**Active Customer:** A Customer who has purchased Amare Global products within the past twelve months.

**Brand Partner:** An individual or legal entity who enrolls as a participant in the Amare Global opportunity as an independent contractor pursuant to the Agreement that is authorized to purchase products at wholesale prices, resell the products, sponsor other Brand Partners into the organization to do the same, and participate in the Amare Compensation Plan.

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

**Commission Period:** The time frame used to calculate commissions, both weekly and monthly. 1) Weekly Commission Period – defined as Monday @ 12:00 a.m. (midnight) to Sunday @ 11:59:59 p.m., CET, taking into account Daylight Savings Time, and is paid by the Friday following the end of the period. The deadline for weekly commissions may vary by an hour in areas not observing Daylight Savings Time. 2) Monthly Commission Period – defined by calendar month from midnight of the first (1st) through 11:59:59 p.m. of the last day of the month, CET, taking into account Daylight Savings Time, and is paid by the 15th of the following calendar month. The deadline for monthly commissions may vary by an hour in areas not observing Daylight Savings Time. Notice of a time change will be given in the independent Brand Partner's back office, as well as in corporate communication.

**Commissionable Volume (CV):** The sales volume on which commissions to BP's are paid. Each product has a CV value that is not always equal to the euro amount spent.

**Compensation Plan:** The guidelines and referenced literature for describing how Brand Partners can generate commissions and bonuses.

**Customer:** A person who purchases Amare Global products for personal use on an occasional or regular basis, and who is not enrolled as a Brand Partner. Customers are not allowed to build an Organization and do not participate in the Compensation Plan. Customer orders are processed at the Suggested Retail Price (SRP) and fulfilled directly by Amare. All sales to Customers, including Save and Subscribe orders, contribute to the PV of the Independent Brand Partner through whom the orders are placed. Customers are not authorized to resell the product.

**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.

**Family Member:** For purposes of these Policies and Procedures, a Family Member shall be defined as the Brand Partner's father, mother, brother, sister, grandfather, grandmother, aunts, uncles, first cousins, children and grandchildren (both siblings and half-siblings). Also included in this definition are dependents, domestic partners, civil unions, or those deemed by the company to be in a cohabitating relationship or who depend upon each other for mutual financial support. This shall also apply to any business entity of which a Family Member holds a controlling interest.

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

**Household:** Spouses/Significant others and dependents residing at the same address

**Identification Number (ID):** An exclusive number given to Independent Brand Partners for the purpose of monitoring sales, purchases, and for enrolling new Independent Brand Partners into the organization. For Customers, this number tracks purchases made for personal use. Both Independent Brand Partners and Customers are required to use this number in all communications and transactions with the Company

**Leg:** A line of sponsorship starting with an Independent Brand Partner, through their frontline and continuing down through infinite levels.

**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.

**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.

**Organization:** The Customers and Brand Partners enrolled below a Brand Partner, including those who are directly or indirectly sponsored by the Independent Brand Partner and continuing down the lines of sponsorship through infinite levels and legs.

**Paid Rank:** The actual pay-rank an Independent Brand Partner qualifies for in the Amare Compensation Plan during a given commission period. This may or may not equal the Recognition Rank of the Independent Brand Partner.

**Placement:** A Brand Partner's position inside their Sponsor's organization.

**Qualified/Eligible:** When an Independent Brand Partner meets the weekly or monthly sales volume and organizational activity required to generate commissions/bonuses.

**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.

**Save and Subscribe program:** An optional predetermined order processed systematically, on a periodic basis, using pre-approved payment method on file with the Company. The Save and Subscribe program is not required to be eligible to participate in the Amare Compensation Plan. Save and Subscribe program is subject to specific Terms and Conditions for specific markets.

**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 (see section 5.11 "Sponsorship").

**Upline:** The Sponsors above a particular Brand Partner and that are linked to the Company. These are the people who, subject to qualifying sales, stand to earn commissions on that Independent Brand Partner's sales activities. The upline often provides support, training, and mentorship to their downline members to help them succeed in their sales and business efforts. Upline is based on Sponsorship or Placement.

## 4. Becoming an Independent Brand Partner

### 4.1. Requirements to Become an Independent Brand Partner

- a. To become an Amare Independent Brand Partner, each applicant must:
  1. Be of legal age at the date of application submission and/or meet all other requirements by law to enter into a contract;

2. Provide true and accurate information regarding identity, location of residence, telephone number and email address or such information as the Company may require from time to time.
3. Reside or have a valid address in the country where the Amare Brand Partner is willing to submit an application.
4. Submit a properly completed Amare Brand Partner Application and Agreement to Amare or provide complete information; and any requested supporting documentation in a timely manner.
5. Pay the Business License. The Business License has everything needed to start an Amare business: 1 year access to your Amare Back Office, replicating website, and the right to purchase your products at the wholesale level.
6. Provide a unique identifying number for tax or business purposes as issued by the country where Brand Partner is applying for Amare membership.
7. 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.

## **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 an 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, otherwise, the account will be automatically suspended;
- 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. Brand Partner Benefits**

Once the Brand Partner Application and Agreement has been accepted by Amare, the Brand Partner is eligible to participate in the Amare Global Compensation Plan. As permitted by local law and Company policy for your location, these benefits include the right to:

1. Purchase Amare products at the Brand Partner price;
2. Be paid the applicable commissions and bonuses as set forth in the Amare Global Compensation Plan;
3. Participate in any promotions, incentive programs or other contests as announced by Amare from time to time;
4. Enroll or sponsor other individuals as Customers or Brand Partners into the Amare business;
5. Receive periodic Amare literature and other Amare communications, if consent has been granted during the application process;
6. Participate in Amare-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable.

## **4.4. Identification Numbers**

- a. The Company may require an applicant for a personal TIN (Tax Identification Number) for tax reporting purposes. Under its right of contract, the Company declines to grant an Independent Brand Partner position to any unnumbered person or any person unwilling to provide a tax identification number (or Social Security number) on the Application. It is the sole responsibility of the applicant/Brand Partner to ensure that they are functioning within the scope of their presence.
- b. Amare Global reserves the right to reject an application or immediately terminate any existing contract if it is determined that the TIN (Tax Identification Number) provided during enrolment is incorrect or invalid;

- c. Amare Global reserves the right to withhold commission payments for any Brand Partner who fails to provide their Social Security Number and/or TIN (Tax Identification Number) or provides false information. If a Brand Partner is a foreign individual with residence permits, the Brand Partner must present a document displaying a valid Tax Identification Number issued by official authorities to Amare Global.
- d. 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. Customers will have a separate and distinguishable identification number to use when ordering products. Independent Brand Partner and Customer ID numbers must be referenced in all correspondence with the Company.

#### **4.5. Term of Agreement**

The Independent Brand Partner Agreement term shall begin on the date of the issuing of the identification number and shall be cancelled as provided for herein or in the Independent Brand Partner Agreement.

#### **4.6. Adherence to Laws, Ordinances and Ethical Standards**

- a. Many communities have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Brand Partners because of the nature of their businesses. However, Brand Partners must obey those laws that do apply to them. If a government official or agency notifies a Brand Partner that an ordinance applies to him or her, the Brand Partner should respond politely and cooperatively; when appropriate, the Brand Partner is encouraged to send a copy of the ordinance to the Compliance Department of Amare.
- b. The Brand Partner shall comply with the SELDIA European Direct Selling Code of Conduct in all dealings with consumers, said Code of Conduct can be found at [www.seldia.com](http://www.seldia.com).

#### **4.7. Minors**

No person who is recognized as a minor in his/her state or country of residence may be an Amare Brand Partner. Brand Partners shall not sponsor or recruit minors into the Amare program.

#### **4.8. Actions of Household Members or Affiliated Individuals**

- 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 may take disciplinary action against the Brand Partner. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and Amare may take disciplinary action against the Business Entity.
- b. 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

### **5. Operating your Amare business**

#### **5.1. Adherence to the Amare Global Compensation Plan**

- a. Brand Partners must adhere to the terms of the Amare Global Compensation Plan. Deviation from the Compensation Plan is prohibited.
- b. Brand Partners shall not offer the Amare opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Amare literature, or in any way vary from the exclusive use of Amare's official forms. Brand Partners shall not require or encourage participation in Amare in any manner that varies from the program as set forth in official Amare literature. Similarly, Brand Partners shall not require or encourage others to make any purchase from, or payment to, any individual or other entity to participate in the Amare Global Compensation Plan other than those purchases or payments identified as recommended or required in official Amare literature.
- c. Brand Partners 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.

## **5.2. No Compensation Solely for Enrolling**

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

## **5.3. No Guaranteed Compensation**

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 of financial success or assurance of any level of profit. Many Brand Partners may never qualify to receive bonuses

## **5.4. Special Programs**

- a. Special Bonuses and Promotions: 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.
- b. Manipulation of Special Programs: 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.

## **5.5. Advertising In General**

All Brand Partners shall safeguard and promote the good reputation of Amare and its products. The marketing and promotion of Amare, the Amare opportunity, the Global Compensation Plan, and Amare products shall be consistent with the public interest. Brand Partners must avoid all deceptive, misleading, aggressive, unfair, unethical, immoral, discourteous or inappropriate conduct or practices. Brand Partners shall not target vulnerable consumers including new parents within 8 weeks after the child's birth or the relatives of a recently deceased person.

## **5.6. Identification of Rank**

- 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.
- b. Use of any deceptive or unauthorized rank or title is a violation of the Independent Brand Partner Agreement and these Policies and Procedures.

## **5.7. Business Reputation**

To promote both the products, and the tremendous opportunity Amare offers, Brand Partners must use the sales aids and support materials produced by Amare. In the alternative, Brand Partner may develop their own sales aids and support materials if the Brand Partner obtains written approval and authorization from Amare in order to comply with the vast and complex legal requirements of supranational, national and local laws. Violation of this policy (including unauthorized Internet advertising) not only constitutes a material breach of the Agreement, but it endangers the Amare opportunity for all Brand Partners.

## **5.8. Brand Partner Meetings**

Brand Partners shall not conduct any meeting, or use any Amare facility provided for Brand Partner meetings, to promote products or services from any non-Amare company, or to promote any religious, social or fraternal organization or group. All presentations at any Brand Partner meetings shall be in conformance with local laws and regulations, and the content shall be consistent with officially published Amare marketing materials for the country in which the Brand Partner meeting takes place.

## 5.9. Business Entities

- a. A corporation, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be an Amare Brand Partner.
- b. This Brand Partner business and position will remain temporary until the proper documents are submitted. The Business Entity must submit its Certificate of Incorporation, Partnership Agreement or trust documents, and any appropriate government documents proving the existence of the business (these documents are collectively referred to as the "Entity Documents") to Amare, along with 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.
- c. An Amare business may change its status under the same sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another, but will require the normal Change of Ownership process be followed. The Business Application Addendum must be signed by all of the shareholders, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to Amare Global. Business Entity changes cannot be used to circumvent Change of Genealogy or Change of Ownership rules.

## 5.10. Beneficial Ownership in Amare Global Business

- a. Except as provided in this section 5, 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 business. Except as provided below, simultaneous Interests in multiple Distributorships is prohibited.
- b. Individuals of the same family may each enter into or have an interest in their own separate Amare Global businesses, only if each subsequent family position is placed Frontline to the first family member enrolled. Spouse accounts are excluded.
- c. 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 accounts must be placed Frontline to the original account and have a valid and unique tax identification number different from the original account.
- d. 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.

## 5.11. 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. Amare Global recognizes the Enroller as the name(s) shown on the first:
  1. Physically signed Amare Global Brand Partner Agreement on file; or
  2. Electronically signed Brand Partner Agreement from amareglobal.com or an Amare Global Brand Partner's replicated website.
  3. 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.
  4. All Brand Partners in good standing have the right to Sponsor and enroll others into Amare Global.
- b. 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.
- c. A Brand Partner is entitled to enroll or sponsor other Brand Partners only in markets and countries authorized by Amare Global.

## **5.12. Errors or Questions**

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

## **5.13. Independent Contractor Status**

- a. Brand Partners are independent contractors. The agreement between Amare and its Brand Partners does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Brand Partner, nor does the relationship involve the purchase of a franchise or the purchase of a business opportunity. The Brand Partner has no authority (expressed or implied), to bind the company to any obligation. Each Brand Partner shall establish his or her own goals, hours, and methods of sale, and other means of operating the Brand Partner's independent business, except as may be limited by the Brand Partner's contractual obligations and applicable laws.
- b. The name of Amare and other names as may be adopted by Amare are proprietary trade names, trademarks and service marks of Amare. As such, these marks are of great value to Amare and are supplied to Brand Partners for their use only in an expressly authorized manner. Use of Amare name on any item not produced by the company is prohibited except as follows:
- c. [Brand Partner's name] Independent Amare Global Brand Partner  
[Brand Partner's name] Independent Brand Partner of Amare Global products and services.
- d. All Brand Partners may list themselves as an "Independent Amare Global Brand Partner" or "Independent Brand Partner of Amare Global products and services" in the white or yellow pages of the telephone directory under their own name. No Brand Partner may place telephone directory display ads using Amare name or logo. Brand Partners may not answer the telephone by saying "Amare", "Amare Global", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Amare.
- 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.

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.

## **5.14. Insurance Business Pursuits Coverage**

Amare does not provide insurance coverage for your independent business operation. Brand Partners may wish to arrange insurance coverage for their business as they deem appropriate.

## **5.15. Product Liability Coverage**

Amare maintains insurance to protect the Company and Brand Partners against product liability claims through a "Vendors Endorsement" which extends coverage to Independent Brand Partners so long as they are marketing Amare products in accordance with Company Policies and applicable laws and regulations. Amare's product liability policy does not extend coverage to claims or actions that arise as a result of a Brand Partner's misconduct in marketing the products or to other risk factors involved in the Brand Partner's independent business activities.

# **6. Advertising, promotional material, use of company names and trademarks**

## **6.1. Amare Global Intellectual Property**

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.

## 6.2. 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:
  1. [Brand Partner's name] Independent Amare Global Brand Partner
  2. [Brand Partner's name] Independent Brand Partner of Amare Global products and services.
  3. 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:
  1. 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]."
  2. 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.
  3. 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. The photographs and graphic visuals used in Amare Global's advertisements, packaging, and websites are the result of contracts with external suppliers. Brand Partners are not allowed to use such photographs or visuals without the approval of the supplier. All content within this scope (software, design, video, picture, photograph, graphic, music, and any similar audio-visual materials) is subject to all intellectual, industrial, financial, legal, especially copyright and related rights, belonging exclusively to the respective supplier. If a Brand Partner wishes to use these photographs or graphics, they must enter into individual contracts with the suppliers, adhering to the specified terms, and obtain permission to use, including any applicable fees requested by the supplier. Otherwise, the Brand Partner will be solely and personally responsible for any direct or indirect, negative or positive, material or moral damages incurred by themselves and/or Amare Global. Amare Global cannot be accused of any fault in this regard, and no claim for recourse can be made.
- 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.

### **6.3. Sales Outlets, Service-Related Establishments, and Commercial Sales**

- a. Amare strongly encourages the selling of its products through person-to-person contact. In order to preserve Amare brand value and to help provide a standard of fairness for its Brand Partner base, Brand Partners may not without prior written permission from the Company display or sell Amare products or literature 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), except as set forth herein.,
- b. Amare will permit Brand Partners to solicit and make sales in retail or service establishments so long as it is: (1) an independent locally owned retail establishment, and not part of a national, regional, or statewide chain; or (2) an office of a health care practitioner; or
- c. (3) a 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 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 will permit Brand Partners to solicit and make commercial sales upon prior written approval from the Company. For the purposes of these Policies and Procedures, the term "commercial sale" means the sale of: (a) Amare products that equal or exceed EUR 800 or more in a single order; and (b) To a third party who intends to resell the products to an end consumer.

### **6.4. Advertising and Promotional Materials**

- a. Brand Partners may not advertise any Amare Global products or services at a price LESS than the currently Suggested Retail Price (SRP); No special enticement advertising is allowed. This includes, but is not limited to, offers 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 advertisements 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:
  - 1. No false or misleading income claims, lifestyle income claims, opportunity claims, or compensation plan claims may be included in the materials. See Section 8.
  - 2. Any claims about Amare Global products that are included in such materials must be in compliance with Section 6 above. In short, no claims may be made for Amare Global products except those that are made by the Company in its official materials.
  - 3. 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.
  - 4. 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.

5. 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.
  6. 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.
  7. 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.

### **6.5. Waiver of Right of Publicity**

The Brand Partner authorizes the Company to use his/her name, photograph, personal story and/or likeness in advertising or promotional materials in connection to Company's business and waives all claims for remuneration for such use. 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.

### **6.6. 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.

### **6.7. Spamming and Unsolicited Mass Communications**

Brand Partners must comply with local laws, rules, or ordinances regarding unsolicited mass communication or solicitation. As a general rule, Brand Partners may not use or transmit unsolicited faxes, mass e-mail distribution, unsolicited e-mail, or "spamming" relative to the operation of their Amare businesses. The terms "unsolicited faxes" and "unsolicited e-mail" mean the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting Amare, its products, its compensation plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax or e-mail: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Brand Partner has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between a Brand Partner and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Brand Partner; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

### **6.8. Telemarketing**

- a. Brand Partners must comply with local laws, rules, or ordinances regarding unsolicited mass communication or solicitation. Laws severely restrict telemarketing operations and are highly technical. These Rules are being provided as an accommodation to Brand Partner (but not as legal advice). Brand

- Partner are responsible for knowing and obeying all applicable telemarketing laws. When contracting with vendors, Brand Partners must confirm that the vendor's services comply with all applicable laws. The actions or omissions of the Brand Partner's vendor will be considered to be the actions or omissions of the Brand Partners
- b. Brand Partners must not engage in telemarketing relative to the operation of their Amare businesses.
  - c. The term "telemarketing" means the act of selling, soliciting, marketing, promoting, or providing information about a product or service using a telephone, cell phone, text message, fax machine, autodialer, pre-recorded or artificial voice recording, or like device.
  - d. "Cold calls" made to prospective Customers or Brand Partners that promote either Amare's products or the Amare opportunity constitute telemarketing and are prohibited.
  - e. Notwithstanding the foregoing, a Brand Partner may place telephone call(s) to a prospective Customer or Brand Partner (a "prospect") under the following limited situations:
    - If the Brand Partner has an established business relationship with the prospect. An "established business relationship" is a relationship between a Brand Partner and a prospect based on:
      1. The prospect's purchase, rental, or lease of goods or services from the Brand Partner within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or services: or
      2. A financial transaction between the prospect and the Brand Partner within the eighteen (18) months immediately preceding the date of such a call.
    - The prospect's personal inquiry or application regarding a product or service offered by the Brand Partner within the three (3) months immediately preceding the date of such a call.
  - f. If the Brand Partner receives written and signed permission from the prospect authorizing the Brand Partner to call. The authorization must specify the telephone number(s) which the Brand Partner is authorized to call.
  - g. Brand Partners may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom a Brand Partner has at least a recent first-hand relationship (i.e., the Brand Partner recently personally met him or her). Bear in mind, however, that if a Brand Partner makes a habit of "card collecting" from everyone he or she meets and subsequently calling them, local law may consider this a prohibited form of telemarketing. Thus, if Brand Partners engage in calling "acquaintances", the Brand Partner must make such calls on an occasional basis only and not as a routine practice.
  - h. In addition, Brand Partners shall not use automatic telephone dialing systems relative to the operation of their Amare businesses. The term "automatic telephone dialing system" means equipment that has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.
  - i. Brand Partners must immediately discontinue Telemarketing if they receive any notice from a governmental authority regarding their Telemarketing activity. Brand Partners must promptly report all such notices to Amare.

## **6.9. Trade Shows, Expositions and Other Sales Forums**

- a. Brand Partners may display and/or sell Amare products at trade shows and professional expositions.
- b. No other products or services may be offered or promoted by the Brand Partner at the event. Before submitting a deposit to the event promoter, Brand Partners must contact the Compliance Department in writing for conditional approval.
- c. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Brand Partner Compliance Department.
- d. 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. 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. 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 8.
- e. In order to preserve its valuable brand, Amare further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products or the Amare opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image Amare wishes to portray.

## 6.10. Internet and Third-Party Website Restrictions

- a. Amare strongly encourages all Brand Partners to utilize the company's self- replicating web site. These web sites are developed and maintained by Amare to ensure that they comply with all applicable areas of law. 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:
  1. www.amare-global.com, www.amareglbl.com, www.amarglobal.com, etc.
  2. amareglobalchris@gmail.com, amarechris@gmail.com, etc.
  3. @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. The online sales of 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:
  1. Identify yourself as a Brand Partner for Amare Global;
  2. Use only the approved images and wording authorized by Amare Global for such Brand Partner's country of residence.
  3. Adhere to the branding, trademark, and image usage policies described in this document.
  4. Adhere to any other provision regarding the use of a third-party website described in this document;
  5. In the event that Amare concludes that the proposed third-party website is not acceptable, it will inform the Brand Partner that the site must be modified, and that approval will be withheld until such modifications are made. No Brand Partner may make his or her third-party web site available to the public until he or she receives written approval from Amare
- 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:
  1. The Amare Global Brand Partner Logo provided by the Company
  2. Your Name and Title
  3. Redirect Button to your Amare Global Replicated Website
  4. Amare Global Corporate Website Redirect Button
  5. Clear information about the return policy
- 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. Any product in the same generic category as an Amare product is deemed to be competing; e.g., any dietary supplement is in the same generic category as Amare's dietary supplements, and is therefore a competing product, regardless of differences in cost, quality, ingredients or nutrient content;
- j. No changes or modifications may be made to the authorized web site, subject to the following: In the event that a Brand Partner desires to alter a previously authorized web site, he or she must submit a Request for Modification of a third-party website and a change fee of EUR 80. The Request for Modification must specifically indicate each and every change or addition a Brand Partner desires to make. Changes may not be published to the web site until the Brand Partner receives approval, in writing, from Amare.

- k. 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 immediately cease the use and operation of the website, remove any online publication about Amare and, if requested, transfer the ownership of the domain name without cost to Amare. 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.

## **6.11. 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 6.11.
- b. Social media sites may not be used to conduct sales of Amare products and services. Online sales of Amare products may only be made from a Brand Partner's replicated website.
- 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:
  - 1. Sending unsolicited email messages to online users containing the Brand Partner's information (Brand Partners may only send email in compliance with section 6.7 above and the anti-spam law);
  - 2. 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 6.7. All Amare Global related email broadcasts must concern only Amare Global business and must only be sent to Brand Partners in the Organization of the Brand Partner, if such Brand Partner in the Organization has agreed to disclosed his or her contact information data under the privacy and data protection laws of each jurisdiction in which the Brand Partner's business is being conducted.
- 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 [cs.ee@amare.com](mailto:cs.ee@amare.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.

## **6.12. 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.

## **6.13. Re-packaging and Re-labeling Prohibited**

Brand Partners may not re-package, re-label, refill or alter the labels on any Amare products, information, materials or programs in any way. Amare products must be sold in their original containers only: re-labeling or repackaging could subject Brand Partners to criminal or civil liability, especially if harm results to property or to another person.

# **7. Changes to the Brand Partner business**

## **7.1. Change of Brand Partner Agreement Information**

Each Brand Partner must immediately notify Amare of all changes to the information contained on his or her Brand Partner Application and Agreement by submitting a written request, a properly executed Brand Partner Application and Agreement with the correct information, if applicable, completed with fresh signatures (not a "crossed out" or "white-out" version of the first Agreement), and appropriate supporting documentation.

## **7.2. 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.

### 7.3. Change of Sponsor

- a. To change or correct the Sponsor, a Brand Partner must comply with following procedures:
  1. 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.
  2. 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:
    - i. 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.
    - ii. The Brand Partner must submit a 40 Euros (VAT excluded) processing fee to Amare Global with his or her written request. This fee is non-refundable – even if the request is denied.
    - iii. If requested by Amare Global, the Brand Partner must provide the Company with additional information to evaluate the request.
    - iv. It may take up to 45 days for Amare Global to review the request and get back to the requesting Brand Partner.
    - v. 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.
    - vi. Amare Global may grant its approval or deny the request at its sole discretion.
    - vii. 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.
    - viii. 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.

### 7.4. 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 7.5 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 40 Euros (VAT excluded) 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.

### 7.5. 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 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.

## **7.6. 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:
  - 1. A Sale/Transfer of Distributorship Form properly completed, with the requisite signatures;
  - 2. copy of the signed and dated agreement between the Seller and the Buyer;
  - 3. An Amare Global Brand Partner Agreement completed and signed by the Buyer;
  - 4. Payment of the 200 Euros (plus VAT) administration fee;
  - 5. 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 or higher, the period length is twelve (12) months.

## **7.7. Divorce of a Brand Partner**

- a. Amare Brand Partners sometimes operate their Amare businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Brand Partners and the Company, Amare will unilaterally terminate the Independent Brand Partner Agreement.
- b. During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:
  - 1. One of the parties may, with consent of the other(s), operate the Amare business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize Amare to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
  - 2. The parties may continue to operate the Amare business jointly, whereupon all compensation paid by Amare will be paid in the joint names of the Brand Partners or in the name of the entity to be divided as the parties may independently agree between themselves.
  - 3. If the parties cannot mutually agree on how the business shall be allocated during the pendency of a divorce or dissolution, the Company shall treat the business according to the status quo as existed prior to the filing of the divorce or dissolution.
  - 4. 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.
- c. Under no circumstances will the Downline Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will Amare split commission and bonus payouts between divorcing spouses or members of dissolving entities. Amare will recognize only one Downline Organization and will issue only one commission payout per Amare business per commission cycle. Commission payouts shall always be issued to the same individual or entity. In the event that parties to

- a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business, the Independent Brand Partner Agreement shall be involuntarily cancelled.
- d. If a former spouse or a former entity affiliate has completely relinquished all rights in their original Amare business, they are thereafter free to sponsor under any sponsor of their choosing, so long as he or she meets the waiting period requirements set forth herein. In such case, however, the former spouse or partner shall have no rights to any Brand Partners in their former organization or to any former retail Customer. They must develop the new business in the same manner as would any other new Brand Partner.

## **7.8. 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 7.1.
- 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.

## **7.9. Succession**

- a. Upon the death of an individual Brand Partner, his or her business may be passed to his or her heirs. Appropriate legal documentation under local law must be submitted to the Company to ensure the transfer is proper. Accordingly, a Brand Partner should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument as required under local law. Whenever an Amare business is transferred by a will or other testamentary process as required under local law, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Brand Partner's marketing organization provided the following qualifications are met. The successor(s) must:
  - Execute a new Independent Brand Partner Agreement;
  - Comply with terms and provisions of the Agreement; and
  - Meet all of the qualifications for the deceased Brand Partner's status.
- b. Bonus and commission payouts of an Amare business transferred pursuant to this section will be paid in a single payout jointly to the devisees. The devisees must provide Amare with an "address of record" to which all bonus and commission payouts will be sent. If the business is bequeathed to joint devisees, they must form a business entity to continue a Brand Partnership.
- c. 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.
- d. 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.
- e. Upon written request, Amare Global may grant a one (1) month bereavement waiver and pay out at the last "paid as" rank.

## **7.10. Transfer Upon Incapacitation of a Brand Partner**

To effect a transfer of a Amare business because of incapacity, the successor must provide the following to Amare: (1) a notarized copy of an appointment as guardian or trustee; (2) a notarized copy of the court Order or other documentation as required under local law that establishes the right by the successor to administer the Amare business; and (3) a completed Independent Brand Partner Agreement executed by the trustee.

## **8. Unauthorized claims and actions**

### **8.1. Indemnification**

A Brand Partner is fully responsible for all of his or her verbal and written statements made regarding Amare products and the Global Compensation Plan which are not expressly contained in official Amare materials. Brand Partners agree to indemnify Amare and Amare's directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Amare as a result of the Brand Partner's unauthorized representations or actions. This provision shall survive the termination of the Independent Brand Partner Agreement.

### **8.2. Product Claims**

- a. No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by Amare may be made except those contained in official Amare literature as applicable to the destination country of sale. In particular, no Brand Partner may make any claim that Amare products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Amare policies, but they are potentially dangerous and may violate various supranational, national and local laws.
- b. When discussing the benefits of Amare Global products, a Brand Partner must make only those claims permitted by product labeling or in Amare marketing materials, and accompany all claims, including personal and product stories, with the following disclaimer: "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. 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.

### **8.3. Income Claims**

- a. In their enthusiasm to sponsor prospective Brand Partners, some Brand Partners are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counter-productive because new Brand Partners may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At Amare, we firmly believe that the Amare income potential is great enough to be highly attractive, without reporting the earnings of others. Moreover, national and local laws often regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing.
- b. The 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.
- c. While Brand Partners may believe it beneficial to provide copies of payouts, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Amare as well as the Brand Partner making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Amare Brand Partners do not have the data necessary to comply with the legal requirements for making income claims, a Brand Partner, when presenting or discussing the Amare opportunity or Global Compensation Plan to a prospective Brand Partner, may not make income projections, income claims, or disclose his or her Amare income (including the showing of payouts, copies of payouts, bank statements, or tax records).
- d. The Brand Partner shall not misquote or omit any significant material fact about the Compensation Plan, 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:
  1. That a Brand Partner (or his/her spouse) was able to quit his/her job.
  2. That a Brand Partner was able to replace his/her income from a job.

3. That a Brand Partner was able to pay for a child's private school or college education due to his/her Amare Global earnings.
4. That a Brand Partner was able to acquire expensive or luxury material possessions (e.g., homes, cars, jewelry, boats, recreational vehicles, etc.).
5. 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.

- e. Hypothetical income examples that are used to explain the operation of the Global Compensation Plan, and which are based solely on mathematical projections, may be made to prospective Brand Partners, so long as the Brand Partner who uses such hypothetical examples (1) makes clear to the prospective Brand Partner(s) that such earnings are hypothetical; and (2) provides each prospective Brand Partner with a current copy of Amare's official income disclosure statement.
- f. 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:
  1. It's a turnkey system.
  2. The system will do the work for you.
  3. Just get in and your downline will build through spillover.
  4. Just join and I'll build your downline for you.
  5. The Company does all the work for you.
  6. You don't have to sell anything.
  7. All you have to do is buy your products every month.

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

#### **8.4. No Predatory Pricing**

All sales of Amare products by Brand Partner must be no lower than the Suggested Retail Price (SRP) as shown on the Amare website on the date of sale.

### **9. Conflict of interest**

#### **9.1. 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 disciplinary action it deems necessary and appropriate against such Brand Partner or such Brand Partner's position.

#### **9.2. Competing Products and 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 disciplinary action it deems necessary and appropriate against such Brand Partner or such Brand Partner's position.

### **9.3. Cross-Recruiting**

- a. Actual or attempted cross-recruiting is strictly prohibited. Cross- recruiting is defined as solicitation, enrollment or sponsoring of an individual or Business Entity that already has a current Customer or Independent Brand Partner Agreement on file with Amare within a different line of sponsorship, 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 ), within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited. Brand Partners shall not demean, discredit or defame other Amare Brand Partners in an attempt to entice another Brand Partner to become part of the first Brand Partner's marketing organization.
- b. If cross-recruiting is discovered, it must be brought to the Company's attention immediately. Amare may take disciplinary action against the Brand Partner that changed organizations and/or those Brand Partners who encouraged or participated in the cross-recruiting. Amare may also move all or part of the offending Brand Partners downline to his or her original Downline Organization if the Company deems it equitable and feasible to do so. However, Amare is under no obligation to move the cross-recruited Brand Partner's Downline Organization, and the ultimate disposition of the organization remains within the sole discretion of Amare. Brand Partners waive all claims and causes of action against Amare arising from or relating to the disposition of the cross-sponsored Brand Partner's Downline Organization.
- c. 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.

### **9.4. 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.

## 10. International marketing

- a. Brand Partners are authorized to sell Amare products and enroll Customers or sponsor Brand Partners only in the countries in which Amare is authorized to conduct business, as announced in official company literature. In countries where Amare has authorized sales and Brand Partner activities, Brand Partners shall conform to the specific Amare rules for that individual country. Such rules may vary from country-to-country and Brand Partners are obligated to know the appropriate rules for the country and venues in which they intend to conduct business. Country-specific information may be presented from time to time under a country addendum to these Policies and Procedures.
- b. 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.
- c. Brand Partners must comply with local personal use and free trade regulations.
- d. 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.
- e. 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:
  1. The Brand Partner may have no right to international distribution/sponsorship rights in the affected international market;
  2. 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;
  3. 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.

## 11. Responsibilities of Brand Partners

### 11.1. Change of Contact Information

- a. To ensure timely delivery of products, support materials, and commission payouts, it is critically important that Amare's files are current. Brand Partners are required to keep all address (including e-mail addresses), telephone number and personal information current. This may be done in the Brand Partner's Back Office or in the alternative by sending such corrections as are necessary to Customer Service.
- b. To guarantee proper delivery of orders, all changes should be received in a reasonable amount of time (not to exceed thirty (30) days) prior to the effective date of the address or telephone number change. A Brand Partner may be assessed a 16 Euros fee for returned shipments due to an incorrect shipping address.

### 11.2. Ongoing Training

- a. In order to be successful with the Amare opportunity, any Brand Partner who sponsors another Brand Partner or Customer into Amare should perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Amare business. Brand Partners should have ongoing contact and communication with the Brand Partners in their Downline Organizations.
- b. Examples of such contact and communication may include but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voicemail, electronic mail, and the accompaniment of downline Brand Partners or Customers to Amare meetings, training sessions, and other functions. Upline Brand Partners should also seek to motivate and train new Brand Partners and/or Customers in Amare product knowledge, effective sales techniques, the Amare Global Compensation Plan, compliance with Company Policies and Procedures, and compliance with local law.
- c. Brand Partners must monitor their Downline Organizations to ensure that downline do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Brand Partner should be able to provide documented evidence to Amare of his or her ongoing fulfillment of the responsibilities of a Sponsor. 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.

### **11.3. Ongoing Sales Responsibilities**

Regardless of their level of sponsoring activity, successfully Brand Partners feel an ongoing obligation to continue to personally promote sales through the generation of new Customers and through servicing their existing Customers.

### **11.4. Non-disparagement**

- a. Amare wants to provide its independent Brand Partners with the best products, compensation plan, and service in the industry. Accordingly, constructive criticisms and comments are welcome and should be submitted in writing to the Brand Partner Services Department. Remember, to best serve you, we must hear from you! While Amare welcomes constructive input, negative comments and remarks made in the field by Brand Partners about Amare Global Brand Partners, Amare Global products or services, the Compensation Plan, or Amare Global directors, officers, or employees, product suppliers or agents, serve no purpose other than to sour the enthusiasm of other Amare Brand Partners.
- b. Similarly, "trash talking" the competition creates a negative environment that damages the industry in a way that ultimately can harm Amare as well. For this reason, and to set the proper example for their downline, Brand Partners should not disparage the Company and its products or the competition and its products. Amare reserves the right to take action against Brand Partners whose personal behavior in this regard proves disruptive and harmful to Amare. Complaints, criticisms, and concerns about Amare Global should be directed to the Compliance Department ([compliance.eur@amare.com](mailto:compliance.eur@amare.com)).

### **11.5. Reporting Policy Violation**

Brand Partners observing a Policy violation by another Brand Partner are encouraged to submit a written report of the violation directly to the attention of the Amare Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

## **12. Sales**

### **12.1. Product Sales**

The Amare Global Compensation Plan is based upon the sale of Amare products to end consumers. Brand Partners must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement.

### **12.2. Sales Receipts**

- a. Amare encourages all Brand Partners to provide their retail Customers with two copies of an official Amare sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee for Amare products and a statement of consumer protection if these are afforded by local law. Records documenting the purchases of Brand Partners and Customers will be maintained by Amare, and Brand Partners should maintain all retail sales receipts for a period of two years and furnish them to Amare at the company's request. Further, Brand Partners should remember to retain records related to Brand Partner transactions in order to comply with the requirements for their independent businesses under local law (for example to establish document regarding income and expenses in support of a Brand Partner's tax obligations).
- b. If a sale qualifies as a "door-to-door" sale, Brand Partners should ensure that any receipt complies with the requirements of local law.

### **12.3. Providing and Maintaining Retail Order Forms/Records**

Brand must provide a completed Retail Order Form to all retail customers when a sale is completed. The Brand Partners have to keep a record of copies of all Retail Order Forms for a period of two (2) years. Amare may request at its sole discretion copies and verify the transactions and the terms and conditions of the sale of the Brand Partner. A sample of the Retail Order Form for use in the Brand Partner's market is available in your Back Office.

## **13. Bonuses and commissions**

### **13.1. 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 shall pay commissions to such Brand Partner in accordance with the Global Amare 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. The minimum amount for which Amare will issue a bank draft is EUR 20. If a Brand Partner's bonuses and commissions do not equal or exceed EUR 20, the Company will accrue the commissions and bonuses until they total EUR 20. A payment will be issued once EUR 20 has accrued. Payment policies for bonuses and commissions in currencies other than the U.S. dollar will be established from time to time by the Company. Bonuses and commissions will be calculated, and payouts will be issued, on or before the fifteenth day of each month

### **13.2. Computation of Commissions and Discrepancies**

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.

### **13.3. Inclusion in a Period's Bonus**

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

### **13.4. Redemption of Amare Credit**

If Amare Credits are issued to the Brand Partner for a refund (as described within section 14 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.

### **13.5. Downline Activity Reports**

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

### **13.6. Warranties**

ALL VOLUME INFORMATION (as described in Amare's Global Compensation Plan) IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

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

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

## **14. Product guarantees, returns and inventory repurchase**

### **14.1. CUSTOMERS Cancellation, Product Satisfaction Guarantee and Return Policies**

- a. Amare offers a thirty (30) day money-back satisfaction guarantee (less shipping charges) on all products purchased by Customers. The 30-day period begins on the date the Customer receives the product. Customers must return all used and unused products to Amare. Once received Amare's Distribution Center will process all returns and refunds within thirty days after receipt of the product.
- b. If an order is fulfilled with goods arriving in separate shipments, the Customer has the right to cancel the order within 14 days following the delivery of the last item. The Customer needs to explicitly express their intention to cancel. While a cancellation form is available, it is not mandatory to use; any unequivocal declaration (such as an email or letter) will also be considered valid as a cancellation notice. To comply with the cancellation timeframe, it's enough for the Customer to dispatch their cancellation message before the end of the 14-day period. The cancellation notice should include the following details:
  1. the customer's address,
  2. the description of goods,
  3. the date of the order,
  4. any reference number on the order.

The Customer is required to send back all items quickly, within 14 days of informing the company about their decision to cancel the contract. The Customer will be responsible for covering the costs involved in returning the merchandise.

- c. If Customer cancels the contract, he/she must be reimbursed all payments, including the costs of delivery. The reimbursement will be made without undue delay, and not later than:
  - 14 days after the day Brand Partner receives back from Customer any goods supplied, or
  - (if earlier) 14 days after Customer provides evidence that Customer has returned the goods, or
  - if there were no goods supplied, 14 days after the day on which Brand Partner was informed about Customer's decision to cancel this contract.

The reimbursement must be made using the same method of payment as Customer used for the payment.

- d. Effects of Customer Product Returns on Brand Partners: If the Brand Partner wants to exchange product returned by the Customer, they must contact the Company within 45 days of the original purchase date to initiate a product exchange of any resalable product according to section 14.2.
- e. Brand Partners agree that if within 30 days of purchasing product directly from the Company the Customer is not satisfied for any reason, Customers may contact Amare for a refund by calling the Customer Experience or via email at: [cs.ee@amare.com](mailto:cs.ee@amare.com) for an exchange or refund on the purchased product(s). Brand Partners must honor the Customer's choice and may not discourage a Customer from requesting a refund.
- f. If a Customer requests a refund directly from a Brand Partner, the Brand Partner must complete a Request for Refund with the Company. The Brand Partner should calculate the amount of the Customer's refund, have the Customer sign the Refund Form, and immediately pay the refund to the Customer with the same payout method used for purchasing the product(s). The Brand Partner should then submit the Request for Refund and a copy of the Customer's original Retail Order Form, along with the original product labels or the unused portion of the product, or the empty product containers to Amare within 30 days of making the refund to the Customer. Amare will then exchange the returned products with the identical replacement product for the Brand Partner as soon as all the required documentation has been received.

### **14.2. BRAND PARTNER Cancellation and Buy Back process**

- a. Brand Partners have 14 calendar days from effective date of the Independent Brand Partner Agreement from which to withdraw without penalty and without giving any reason provided the Brand Partner informs Amare of such decision to withdraw in writing before the period expires.

- b. The Company shall reimburse all sums paid by the Brand Partner. All unsold products and sales aids must be in resalable condition and must be returned within 14 days of the date of cancellation.
- c. In the event of voluntary termination or cancellation of an Independent Brand Partner Agreement by either party, Amare will repurchase from the Brand Partner any portion of the Brand Partner's currently marketable inventory that Brand Partner purchased from Amare in the preceding twelve months.
- d. The independent Brand Partner shall inform the Company in writing of his/her decision to voluntarily terminate his or her Agreement. All products must be returned within 14 days after the date of cancellation. Provided that the purchase of the product(s) by the Brand Partner didn't happen in breach of the contract, the following applies:
  - 1. Buy back of the products (including training and promotional materials, business manuals and kits) any time between the 15th day but within 90 days from the date of acceptance of his or her Agreement: The full price of the product (including VAT), minus a reasonable handling fee and, minus an amount to account for the reduced value, if applicable. If the Agreement is terminated by the Company, these deductions will not apply, and the Company will reimburse reasonable shipping expenses for returning the products.
  - 2. Buy back of the products (including training and promotional materials, business manuals and kits) anytime between the 90th day but within one year (1 year) from the date of acceptance of his or her Agreement: a price not less than the 90% price of the product (including VAT) paid by the Brand Partner for the purchase of those products less an amount equal to:
    - (1) any commissions, bonuses or other benefits received by the direct seller in respect of those products;
    - (2) any amounts due from the Brand Partner to the Company on any account; and
    - (3) a reasonable handling charge of up to 10% of the price paid.
- e. The Business License is fully refundable in the event the Brand Partner terminates his/her distributorship within 30 days of payment.
- f. The Company do not accept return of products purchased in breach of the 70% rule.
- g. Costs paid to return the products to Amare will be borne by the Brand Partner and will not be refunded.
- h. For purposes of the Agreement, inventory subject to the buyback includes all company produced products, promotional materials, starter packs, or other sales aids purchased by Brand Partner from Amare.
- i. The repurchase provisions of this section shall not apply to any inventory that is not currently marketable inventory. Currently marketable inventory shall not include inventory that is beyond its expiration date, that has the tamper proof safety seal damaged or removed, that has been opened or partially consumed, that has been discontinued by the company, or that is seasonal in nature or a special promotional product.
- j. 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.
- k. If the Brand Partner fails to claim the products and they are later repurchased or refunded hereunder (i.e. the order was refused, the address or phone number incorrect, unsuccessful delivery, or any other reason), the Brand Partner will be charged administrative fees in the amount 16 EUR (+VAT) and will remain responsible for costs paid to ship the product to Brand Partner and to return the product to Amare.

### 14.3. Return Process

- a. All returns, whether by a Customer, or Brand Partner, must be made as follows:
  - 1. Brand Partner or Customer should contact Amare Global Customer Service using the registered contact information to submit the return request in writing;
  - 2. Obtain Return Merchandise Authorization ("RMA") from Amare Global by contacting Customer Service;
  - 3. Provide information of your Amare Global Partner Number, the Order number, and the reason for the return if the Brand Partner wishes to
  - 4. Carefully read the return process information provided for your return items by Amare Global Customer Service.
- b. Unless otherwise specified in sections 14.1 and 14.2, all products must be shipped by the Brand Partner or Customer to Amare no later than 14 days from the date the RMA was issued. All return shipping

costs must be paid for by the Customer or Brand Partner. To facilitate the return process, please send the products to the address Landskronavägen 27 A, 252 32 Helsingborg – Sweden.

- c. Returns may take up to 14 business days to process.
- d. 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 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.
- e. Returns without prior authorization may not be eligible for reimbursement.
- f. If you are returning items from an order that included a free Gift with Purchase ("GWP"), and the value of your order falls below the GWP qualifying amount after the return, the redeemed GWP must be returned as well. If the GWP is not returned, you will incur charges based on the market value of the GWP, which will be deducted as follows: a) for Brand Partners from the Brand Partner's next month's commission payout; b) for Customers from the Customer's refund total amount. This policy applies both to returns made by Brand Partners within the 14-day cooling-off period and by Customers under the 30-day money-back Satisfaction Guarantee, as well as to any subsequent orders placed with an already existing account.

#### **14.4. 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.
- b. In case of damaged parcel, the Brand Partner will need to document everything with photography in digital format to be attached to the communication addressed to the Company in order to verify the presence and extent of the damage caused by the physical transportation of products by the courier.

#### **14.5. Commission Adjustments consequent returns of products for Cancellation, Buy Back or Customer Return Policies**

- a. When a product is returned to Amare for a refund or is repurchased by the Company, the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the Brand Partners who received bonuses or commissions on the sales of the refunded products.
- b. 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.
- c. In the event that any such Brand Partner terminates his or her Independent Brand Partner Agreement, and the amounts of the bonuses or commissions attributable to the returned products have not yet been fully recovered by the company, the remainder of the outstanding balance may be set off against any amounts owed 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.
- d. 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. Volume that will be clawed back may not be evident between the 28th day of the month and the 3rd day of the following month to allow Brand Partner's the ability to understand their rank volume at the end of each month.

#### **14.6. Limitations on Resale of Product Pack Items**

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

## **15. 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**

Amare Global and its subsidiaries commit to taking necessary precautions to keep the information of Independent Brand Partners / Customers / guests / visitors confidential and not to share this information with third parties. Amare Global and its employees pledge to protect the privacy of the information obtained while performing their duties and to use such information only within the scope of the Law on the Protection of Personal Data No. 6698 ("GDPR").

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

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**

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. Proprietary information and trade secrets**

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

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, 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:
  1. Use the information in the Reports to compete with Amare Global or for any purpose other than promoting his or her Amare Global business;
  2. 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.
  3. Disclose any Reports, any portion of the Reports, or any of the information in any of the Reports to any third party;
  4. 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
  5. 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

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

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. Dispute resolution and disciplinary proceedings

## 17.1. Disciplinary Sanctions

- a. Breach of the Agreement, including these Policies and Procedures (as applicable), or any illegal, fraudulent, deceptive or unethical business conduct by a Brand Partner may result, at Amare's discretion, in one or more of the following corrective measures, which shall, when necessary, be considered as liquidated damages for a breach of the Agreement, but shall not waive Amare's other rights under the Agreement:
  1. Issuance of a written warning or admonition;
  2. Requiring the Brand Partner to take immediate corrective measures;
  3. Imposition of a fine, which may be withheld from bonus and commission payouts;
  4. Loss or suspension of rights to one or more bonus and commission payouts;
  5. Amare may withhold from a Brand Partner all or part of the Brand Partner's bonuses and commissions during the period that Amare is investigating any conduct that may violate the Agreement. If Amare chooses to terminate the Agreement because of a breach of the Agreement by the Brand Partner or a violation of applicable laws or regulations, the Brand Partner will not be entitled to receive any commissions or payments that were withheld during the investigation period prior to actual termination;

6. Suspension of the Brand Partner's right to purchase products and/or receive payments;
7. Termination of the Agreement;
8. Any other measure expressly allowed within any provision of the Agreement or which Amare deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Brand Partner's conduct or omission;
9. The measures above do not exhaust Amare's rights and do not mean that Amare cannot also initiate legal proceedings for monetary and/or equitable relief or take other measures permitted by the Agreement or applicable laws.

## **17.2. Grievances and Complaints**

When a Brand Partner has a grievance or complaint with another Brand Partner regarding any practice or conduct in relationship to their respective Amare businesses, they are encouraged to seek to resolve the issue through private discussions with the other party. Where this is impractical or unsuccessful, the complaining Brand Partner is encouraged to discuss the problem with his or her Sponsor who may review the matter and try to resolve it, perhaps through the "good offices" of the other party's upline sponsor. Unresolved disputes may be reported in writing to the Compliance Service Department at the Company, which may seek assistance from a Dispute Resolution Board for final review and determination as appropriate.

## **17.3. Dispute Resolution Board**

- a. The Dispute Resolution Board (or "DRB") is composed of one or more qualified individuals selected by Amare senior management. The composition of the Dispute Resolution Board may change at any time. The purpose of the DRB is to:
  1. Review appeals of any actions taken by the Company for an alleged breach of a Brand Partner's obligations; and
  2. Review matters between Amare Brand Partners. If the response or settlement suggested by Customer Service has been rejected or the matter otherwise remains unresolved, the Dispute Resolution Board may review evidence, deliberate, and respond to remaining issues.
- b. A Brand Partner may submit a written request for a telephonic or in-person review within seven business days from the date of: (1) the written notice by Amare of action; or (2) the written decision of Brand Partner Services regarding disputes between Brand Partners under section 17.3. All communication with Amare and the Brand Partner seeking resolution of a dispute must be in writing. It is within the DRB's discretion whether a claim is accepted for review. If the DRB agrees to review the matter, it shall schedule a review within thirty (30) days of the receipt of the Brand Partner's written request.
- c. All evidence (e.g., documents, exhibits, etc.) that a Brand Partner desires to have considered by the DRB must be submitted to Amare no later than seven business days before the date of the review. The Brand Partner shall bear all of the expenses related to his or her attendance and the attendance of any witnesses he or she desires to be present at the review. The decision of the DRB will be final and subject to no further Company review. During the pendency of a claim before the DRB, Company will actively oppose any effort by a Brand Partner to seek arbitration or any other remedy against the other party or parties to the dispute or against Amare.

## **17.4. Governing Law and Jurisdiction**

The Independent Brand Partner Agreement between the Brand Partner and Amare has been entered into in Helsingborg, Sweden, Europe, as this is the location where the Brand Partner submitted the application to enroll as a Amare Independent Brand Partner, and where the application was reviewed and approved by Amare. The Independent Brand Partner Agreement shall be governed exclusively by the laws of the State of Sweden, and the Brand Partner agrees to submit exclusively to the jurisdiction of the courts of the State of Sweden, with venue in Helsingborg, for resolution of any claims or related litigation to interpret or enforce the terms of the Independent Brand Partner Agreement.

## 18. Company products and services

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. Each Brand Partner may be asked at any time to verify the certification in writing and document said retail sales. Purchasing products solely for the purpose of collecting bonuses or achieving rank is prohibited. Amare Global reserves the right to recover Bonuses and/or Commissions paid on sales/purchases made in violation of this rule.

### 18.1. Excess Inventory Purchases Prohibited

To ensure that Brand Partners are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to Amare upon the Brand Partner's cancellation pursuant to the terms described herein. Brand Partners are prohibited from purchasing more than EUR 800 in products per month unless they certify to Amare that they have pending retail orders in excess of that amount or provide Amare with other written reason why such a purchase is necessary.

### 18.2. Sales Requirements are governed by the Compensation Plan

- a. Unless otherwise indicated, products and services are processed at independent Brand Partner wholesale prices. The Company has established a Suggested Retail Price (SRP) as a recommendation for selling a particular product or service to retail customers, but the Brand Partner may establish his or her own retail prices in their discretion. It is strictly prohibited for Brand Partners to advertise or display Amare's products below the suggested retail price published by the Company in any advertising material, whether in print, electronic, or other. 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.

## 19. Ordering

### 19.1. General Order Policies

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

### 19.2. Bonus Buying

"Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes: {a) The enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or Business Entities; {b) The fraudulent enrollment of an individual or entity as a Brand Partner or Customer; {c) The enrollment or attempted enrollment of non-existent individuals or Business Entities as Brand Partners or Customers ("phantoms"); {d) 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; {e) Purchasing excessive amounts of products or services that cannot reasonably be used or resold in a month; and/or {f) 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. The violation of this rule subjects the Brand Partner to the disciplinary provisions therein.

### 19.3. Restrictions on Third Party Use of Credit Cards and Checking Account Access

- a. In order to preserve the independence of Amare Brand Partners and to preserve the integrity of the Company's compensation plan, Amare discourages any arrangement between the independent Brand Partners or Customers creating indebtedness between them.
- b. 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. 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.

#### **19.4. Purchasing Amare Products**

Each Brand Partner should purchase his or her products directly from Amare in order to be credited with the Personal Sales Volume associated with that purchase.

#### **19.5. General Order Policies**

On mail orders with invalid or incorrect payment, Amare may attempt to contact the Brand Partner by phone, and/or mail to try to obtain correct payment. If these attempts are unsuccessful after ten (10) business days, the order will be canceled.

#### **19.6. Shipping and Back Order Policy**

Amare will normally ship products within five (5) days from the date an order is received. Amare will promptly ship ordered items that are currently in stock. Ordered items that are out-of-stock will be placed on backorder and sent when Amare receives additional inventory. Brand Partners will be charged and given Personal Sales Volume on back-ordered items unless notified on the invoice that the product has been discontinued. Amare will notify Brand Partners and Customers if items are backordered and are not expected to ship within 30 days from the date of the order. An estimated shipping date will also be provided. Backordered items may be cancelled upon a Customer's or Brand Partner's request. Customers and Brand Partners may request a refund, credit on account, or replacement merchandise for cancelled back orders. If a refund is requested, the Brand Partner's Personal Sales Volume will be decreased by the amount of the refund in the month in which the refund is issued.

#### **19.7. Confirmation of Order**

A Brand Partner and/or recipient of an order must confirm that the product received matches the product listed on the shipping invoice and is free of damage. Failure to notify Amare of any shipping discrepancy or damage within thirty days of receiving the shipment will waive the Brand Partner's right to request a correction.

### **20. Payment and shipping**

#### **20.1. Deposit**

Amare advises strongly against Brand Partners accepting money for a sale to a personal Customer except at the time of product delivery {e.g. don't accept monies in anticipation of future deliveries}.

#### **20.2. Insufficient Funds**

- a. It is the responsibility of each Brand Partner to ensure that there are sufficient funds or credit available in his or her account to cover the purchase of products and services. Amare will not contact Brand Partners in regard to orders cancelled due to insufficient funds or credit. This may result in a Brand Partner's failure to meet his or her Personal Sales Volume.
- b. The Brand Partner is responsible for contacting Amare and providing a credit card that will clear before the end of the month in order to have the order count for that month.

#### **20.3. Returned Packages**

Brand Partners with packages that are returned to Amare for an incorrect address, unsuccessful delivery attempts, return to sender, or any other reason will be charged for shipping to and from Amare and a EUR 16,00, plus VAT, processing fee. This charge will be covered by making an adjustment to that Brand Partner's bonus and commission and/or by charging the credit card(s) on file with Amare.

## **20.4. Sales, Use and Value Added Taxes**

- a. In designing the Amare opportunity, one of our guiding philosophies has been to free Brand Partners from as many administrative, operational, and logistical tasks as possible. In doing so, Brand Partners are free to concentrate on those activities that directly affect their incomes, namely product sales and enrollment activities. To these ends, Amare seeks to relieve Brand Partners from the burdens of collecting and remitting sales, use, goods and services, and value added taxes ("Consumption Taxes"), filing Consumption Tax reports, and keeping records relative to Consumption Taxes. Nevertheless, Brand Partners remain obligated to comply with all applicable laws and regulations for the jurisdictions in which the Brand Partners conduct business. Consumption Taxes are by law generally required to be paid by the final user of a taxable item, so whenever possible, Amare will seek to collect and remit applicable Consumption Taxes on behalf of or in conjunction with the Brand Partner.
- b. If a Brand Partner's business is tax exempt, the TIN (Tax Identification Number) must be provided to Amare Global in writing. Amare Global encourages all Brand Partners to consult with a competent tax advisor, accountant, and/or legal counsel in their respective fields to ensure compliance with tax and all other legal regulations related to their business activities. Brand Partners acknowledge that Amare Global cannot provide any professional tax or accounting advice of any kind.

## **21. Inactivity and cancellation**

### **21.1. Effect of Cancellation**

- a. So long as a Brand Partner remains active and complies with the terms of the Agreement and these Policies and Procedures, Amare shall pay commissions to the Brand Partner in accordance with the Global 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 a downline organization). Following a Brand Partner's cancellation for inactivity as described herein, or voluntary or involuntary cancellation of his/her/its Agreement, including for breach of the Independent Brand Partner Agreement or violation of the Policies and Procedures (all of these methods are collectively referred to as being "cancelled" or a "cancellation"), the former Brand Partner shall have no right, title, claim or interest to the marketing organization in which he or she operated, to any past, present or future Amare trade secrets or other proprietary information or intellectual property, or to any commission or bonus from the sales generated by the organization after the Brand Partner's cancellation.
- b. A Brand Partner whose Agreement is cancelled will lose all rights as a Brand Partner. This includes the right to sell Amare products, and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Brand Partner's former downline sales organization. To remove all doubt, in the event of cancellation, the Brand Partner agrees to waive all rights he or she may have, including but not limited to property rights, trade secret rights, intellectual property rights, or otherwise, to their former downline organization, marketing data, financial data, or contact information related to that downline organization, or to any bonuses, commissions, or other remuneration that might otherwise have arisen from the sales or other activities of that downline organization, had the Brand Partner not been cancelled.
- c. The former Brand Partner shall not hold himself or herself out as a Amare Brand Partner. A cancelled Brand Partner 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).

### **21.2. Involuntary Cancellation**

- a. A Brand Partner's violation of any of the terms of the Agreement, including any amendments that may be made by Amare in its sole discretion, may result in any of the sanctions listed in Section 17.1, including the involuntary cancellation of his or her Independent Brand Partner Agreement. Cancellation shall be effective on the date the message or notice is sent to the Brand Partner's e-mail or physical address as appearing in his or her application form, on the date on which written notice is mailed, return receipt requested, to the Brand Partner's last known address, or when the Brand Partner receives actual notice of cancellation, whichever occurs first.
- b. In addition, Amare may cancel a Brand Partner's account if there are no product purchases for a period of twelve months.

### **21.3. Voluntary Cancellation**

- a. An Amare Brand Partner who voluntarily terminates as a Brand Partner may apply for re-enrollment as a new Brand Partner six (6) months following the date of termination. If any such Brand Partner re-enrolls with Amare, the Brand Partner shall be enrolled as a new Brand Partner, but any downline that was formerly under the Brand Partner prior to termination shall not be affected by such re-enrollment.
- b. An Amare Brand Partner who has been inactive for a period of twelve months may be cancelled at Amare's discretion 60 days after such condition has been met. If such a Brand Partner meets the requirements for Active status during such 60-day period, the Agreement will not be cancelled. Such Brand Partner may however subsequently apply for re-enrolment to any position at any time. The Brand Partner's downline shall be unaffected by the change and shall not be moved with the Brand Partner. For purposes of this Policy an inactive Brand Partner shall be deemed to be any Brand Partner who has failed to make any purchase for twelve consecutive months.
- c. This Policy shall not apply to any Amare Brand Partner whose Independent Brand Partner Agreement was terminated by the company for cause. Any such Brand Partner must have approval from the Amare Chief Executive Officer prior to being re-enrolled with the company.
- d. In any event, such a former Brand Partner must wait a minimum of 12 months from the termination date before re-applying.

### **21.4. 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.

### **21.5. 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.

## **22. Successors and assigns**

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

## **23. Right to amend**

- a. Amare reserves the right to modify the Amare Global Compensation Plan, Independent Brand Partner Agreement, and these Policies and Procedures at any time and for any reason in its sole and absolute discretion.
- b. The Company may modify its other literature and product prices at its discretion by notification either specifically to the Brand Partner or generally through official Company literature, provided that the Company shall give at least 60 days advance written notice of any change in the annual Financial Obligation of the independent Brand Partner. After such notification, the placing by the independent Brand Partner of an order for products or the sponsoring of a new Independent Brand Partner, will constitute acceptance of notified changes to the Agreement.

## **24. Right to cancel by Amare**

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.

## **25. Miscellaneous**

### **25.1. Delays**

Amare Global shall not be responsible for any delay or inadequacy in the performance of its obligations when it becomes commercially impracticable due to circumstances beyond its control. Such impracticability refers to official decisions, actions, transactions, strikes, lockouts, force majeure events such as war, civil unrest, rebellion, uprising, death, stock restrictions, state of emergency implementation, government practices, presidential decrees, curfew and/or travel restrictions, sabotage, and terrorist acts, earthquake, storm, flood, fire, or similar natural disasters, epidemic, pandemic, or any other force majeure events without limitation, continuously preventing or delaying the fulfillment of obligations under these Policies and Procedures and the Agreement. Even in such cases, Amare Global is not liable. In these situations, the Independent Brand Partner shall not amend the contract, claim compensation, object, and shall not demand and sue for rights, receivables, restitution (repurchase), especially adjustment, based on these circumstances.

### **25.2. Policies and Provisions Severable**

If any provision of the Agreement, in its current form or as may be hereafter amended, is found by any court of competent jurisdiction to be invalid or unenforceable for any reason, only the invalid portion(s) of the offending provision shall be severed and the remaining terms and conditions shall remain in full force and effect and shall be unaffected thereby.

### **25.3. Waiver**

- a. Amare never gives up its right to insist on, and enforce, compliance with the Agreement and the applicable laws governing the conduct of a Brand Partner. No delay or failure by Amare to exercise any right or power under the Agreement or to insist upon strict compliance by a Brand Partner with any obligation or provision of the Agreement, shall constitute a waiver of Amare's right to demand exact compliance with the Agreement. Waiver by Amare can be affected only in writing by an authorized officer of the Company. Amare's waiver of any particular breach by a Brand Partner, or Amare's waiver of any particular provision of the Independent Brand Partner Agreement or these Policies and Procedures shall not affect or impair Amare's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Brand Partner. Any delay or omission by Amare in exercising any right arising from a breach by a Brand Partner shall not be deemed to be a continuing waiver, nor shall it affect or impair Amare's rights as to that or any subsequent breach thereof.
- b. The existence of any claim or cause of action of a Brand Partner against Amare shall not constitute a defense to Amare's enforcement of any terms or provisions of the Agreement or these Policies and Procedures.
- c. Amare might provide translations of marketing, sales, and policy materials in foreign languages. Should there be any differences in terms of wording, meaning, or interpretation between the English version and the translations, the English version shall prevail and be considered as standard guideline.
- d. Amare's Policies and Procedures are governed by the applicable territorial, provincial, or federal laws relevant to our industry. These laws supersede any provisions contained within this document.

### **25.4. Effective Date**

This Policy and Procedure shall become effective as of May 23, 2024, 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.