



POLICIES AND PROCEDURES

UNITED STATES

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POLICIES AND PROCEDURES

These Policies and Procedures have been established to assist the Company and each Independent Business Owner (IBO) in the development and success of their respective businesses. This document must be read in its entirety. **Submission of the Independent Business Owner Application and Agreement, electronically or in paper form, acceptance of any commissions, bonuses or rewards, accessing the IBO Virtual Back Office (VBO), sponsoring new customers or IBOs, and/or accepting or using any new consideration offered by PURE Gen Holdings, Inc., its affiliates, subsidiaries, and related companies (collectively, "PURE") constitutes acknowledgement by the IBO that he/she has read and agrees to abide by the terms and conditions of the PURE Gen Holdings, Inc. Independent Business Owner ("IBO") Agreement, including, without limitation, these Policies and Procedures.**

This document in its present form, and as amended from time to time as permitted by law and in accordance with the amendment requirements set forth herein, is incorporated into and forms an integral part of the Independent Business Owner Agreement which governs the relationship between PURE and any person or entity that engages in business with PURE as an Independent Business Owner or applies to be a Preferred Customer of PURE. Throughout these Policies and Procedures, when the term "Agreement" or "IBO Agreement" is used, it collectively refers to the PURE IBO Application and Agreement, these Policies and Procedures, the PURE Compensation Plan, and the PURE Business Registration Addendum (if applicable). These documents are incorporated by reference into the PURE IBO Agreement (all in their current form and as amended by PURE). Unless the context clearly indicates otherwise, the terms "you" and "your" refer to the Independent Business Owner, its agents, employees, owners, partners, or authorized users executing an Independent Business Owner Application and Agreement, or a Preferred Customer executing a Preferred Customer Application and Agreement, that is accepted by PURE. The terms "we, us, our," the "Company," and "PURE" refer to PURE Gen Holdings, Inc. or the affiliated entity indicated in the IBO Application and Agreement, or Preferred Customer Application and Agreement, if different. All references to time are based on the USA Central Time Zone unless otherwise noted.

PURE reserves the right to amend the Agreement at any time, as it deems necessary, provided that (1) IBOs be notified, as provided herein, of any material amendments at least thirty (30) days before such amendments go into effect, (2) IBOs have the opportunity to accept the changes by executing the PURE IBO Application and Agreement electronically or in paper form, accepting any commissions, bonuses, or rewards from PURE, accessing the IBO Virtual Back Office, sponsoring new customers or IBOs, and/or accepting any new consideration offered as and when required by law. Upon any such acceptance by an IBO, the amendments and modifications shall be effective 30 days after publication of notice of modification through PURE official channels of communication. PURE official channels of communication include, without limitation: posting of information to the PURE website; email to the IBO or Preferred Customer; announcements in any official PURE newsletter or other publication; mail to the IBO or Preferred Customer at the address listed on the IBO Application and Agreement or Preferred Customer Application and Agreement; or posting of the notice to the PURE Virtual Back Office. The continuation of an IBO's PURE business and association with the Company; an IBO's acceptance of any commissions, bonuses, or rewards; an IBO's continued use of the IBO Virtual Back Office; an IBO's sponsoring new customers or IBOs; and/or an IBO's acceptance of any new consideration offered by PURE also constitutes acceptance of any and all amendments. Should you wish to propose different or additional terms to these Policies and Procedures, you may do so in writing through your personal sponsor to PURE. PURE will timely review all proposals and may accept such proposals on a case-by-case basis in PURE's reasonable discretion. If PURE accepts any proposed change or addition, PURE will include such in its Policies and Procedures when it updates and/or amends its Policies and Procedures pursuant to the amendment procedures set forth herein.

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

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of an IBO. No failure of the Company to exercise any right or power under the Agreement, to insist upon strict compliance by an IBO with any term or condition of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of PURE's right to demand exact compliance with the Agreement. The existence of any claim or cause of action of an IBO against PURE shall not constitute a defense to PURE's enforcement of any term or provision of the Agreement.

PURE, its directors, officers, shareholders, employees, assigns, and agents (collectively "affiliates"), shall not be liable for consequential and exemplary damages. **IF PURE IS FOUND TO BE IN BREACH OF THE AGREEMENT, THE AMOUNT OF DAMAGES AN IBO MAY CLAIM SHALL BE LIMITED TO THE AMOUNT**

OF PRODUCT THAT SUCH IBO PERSONALLY PURCHASED FROM THE COMPANY AND HAS REMAINING ON HAND AND ANY COMMISSIONS CURRENTLY OWED TO THAT IBO. The IBO releases and agrees to indemnify PURE and its affiliates from all liability arising from, or relating to, the IBO's actions in the promotion or operation of its PURE business and any activities related to it (for example, but not limited to, the presentation or promotion of the products or Compensation Plan offered by PURE, the operation of a motor vehicle, the lease of meeting or training facilities, etc.).

The Agreement, in its current form and as it may be amended by PURE, constitutes the entire contract between PURE and the IBO. Any promises, representations, offers, or other communications not expressly set forth in the Agreement are of no force or effect. If any conflict or inconsistency exists or arises between the IBO Application and Agreement and these Policies and Procedures (in their current form or as subsequently modified), these Policies and Procedures shall govern.

An IBO may not assign any rights or delegate duties under the Agreement without the prior written consent of PURE. Any attempt to transfer or assign this Agreement without the express written consent of PURE renders this Agreement immediately terminable at the option of PURE.

Titles and headings are provided in this document for convenience only and they shall not be interpreted to have any legal force, meaning or efficacy in interpreting or enforcing the terms hereof.

IBO CODE OF ETHICS

Each IBO must abide by the PURE IBO Code of Ethics. Any breach of the Code of Ethics may be grounds for termination of an IBO's account.

1. Each IBO must conduct himself/herself, both professionally and personally, in an ethical, legal, honest, and financially sound manner.
2. Each IBO must represent PURE, its products, services, and opportunities, ethically and professionally and in a manner that will enhance PURE's reputation as well as the reputations of other IBOs associated with PURE.
3. Each IBO must clearly identify himself/herself as a PURE Independent Business Owner and when presenting products, services or opportunity offered by PURE, must clearly disclose the nature and intent of his/her solicitation.
4. An IBO shall not engage in any deceptive, false, unethical or unlawful customer or IBO recruiting practices. IBOs shall not make any statements, promises, or representations that are likely to mislead customers or prospective IBOs regarding the products or earnings or potential earnings from the sale of such products offered by PURE.
5. IBOs shall respect both the time and privacy of customers, prospective customers, and other IBOs.
6. An IBO shall not take advantage of an individual's lack of commercial experience, abuse trust or exploit a customer's age, illness, handicap, lack of understanding, or unfamiliarity with a language.
7. An IBO shall provide customers timely and accurate information regarding price, credit terms, terms of payment, cooling-off period, renewal policies, return policies, terms of guarantee, after-sales service, and delivery dates. IBOs shall provide understandable and accurate responses to customer questions or concerns, or refer such questions or concerns to Company customer support personnel.
8. IBOs shall not make misleading, unfair, inaccurate, or disparaging comparisons to other companies' commercial activities, marketing opportunities, products or services, or their employees, independent sales persons, or affiliates, either directly or by implication. IBOs shall not take unfair advantage of the goodwill attached to the trade name and/or symbol of any company, business, product, or service.
9. IBOs shall not use promotional literature, advertisements and mailings which contain product descriptions, claims, photos, or illustrations that are false, deceptive or misleading, and/or have not been approved by the Company.
10. IBOs shall not make any claims, express or implied, as to the therapeutic, curative, or beneficial properties of a Company product or ingredients within the product, except those found in authorized Company literature.
11. As a Sponsor, an IBO shall respect the Sponsor relationship of every other IBO and shall neither attempt to interfere with such relationships nor make disparaging statements about other Sponsors or IBOs. Sponsoring IBOs shall mentor IBOs by providing training, motivating, and encouraging IBOs in a positive manner.
12. An IBO's conduct, both professionally and personally, must not be of a nature to negatively affect the reputation of the Company, its related businesses, or other IBOs associated with the Company and its affiliates.
13. An IBO should focus on selling PURE's products to ultimate users and Customers, not recruiting other IBOs to join his or her downline.

Each IBO must frequently review the Compliance Materials in the Virtual Back Office for other ethical and best practices.

SECTION 1: BECOMING A RETAIL OR PREFERRED CUSTOMER

An applicant may elect to enroll and purchase product as a Retail Customer or a Preferred Customer. Retail Customers and Preferred Customers are not required to provide PURE with date of birth, Social Security Number, or tax identification number. Retail Customers and Preferred Customers are not eligible to receive commissions or bonuses.

1. Retail Customer: A Retail Customer purchases product for personal or family use at the retail price.
2. Preferred Customer: A Preferred Customer creates an account with PURE by providing their name and contact information, and is entitled to a 25% discount on the suggested retail price of all purchases.
3. Member: Members, enrolled on or before December 31, 2018, pay an annual membership fee and are entitled to a discount on the suggested retail price of all purchases. Members are not eligible to receive commissions or bonuses. As of January 1, 2019, Member status is no longer available upon enrollment. Existing Members are grandfathered in the program and will retain all benefits.

LIMITATIONS OF PREFERRED/RETAIL CUSTOMER AND MEMBER ACCOUNTS

Preferred and Retail Customers and Members are permitted to purchase products offered by PURE for personal or family use only and are not authorized to resell products or make purchases to enable others to resell products. Preferred and Retail Customers and Members do not participate in the PURE Compensation Plan which is available only to PURE Independent Business Owners. They are not eligible to Sponsor or place other IBOs, customers, or members.

Pursuant to the Children's Online Privacy Protection Act, Preferred and Retail Customers must be thirteen (13) years or older to open or operate a Preferred or Retail Customer Account. The Company reserves the right to immediately terminate any account that it reasonably believes has been opened by or on behalf of, or is being operated by any person under the age of thirteen.

The Independent Business Owner that sponsors a Retail Customer is eligible to earn the price difference between wholesale and purchase price. Sponsors of Retail and Preferred Customers are eligible to receive weekly bonuses on purchases made by his/her personally Sponsored Customers as defined in the PURE Compensation Plan. The amount of Product Volume (PV) that Retail and Preferred Customers purchase on any order will be added to the Sponsoring IBO's Personal Volume (PV) as if the order were being made on his/her own account and counts towards the qualifying Volume requirements of the Compensation Plan.

A Preferred/Retail Customer may elect to become an Independent Business Owner and convert his or her Preferred/Retail Customer account into an Independent Business Owner account by completing and submitting an Independent Business Owner Application and Agreement and paying the annual enrollment fee described in Section 2. Preferred/Retail Customers converting to IBO status will be placed in the binary structure in the next available position, receive an IBO Identification number, and become eligible to accumulate volume and earn future compensation based upon the PURE Compensation Plan. No bonuses, commissions, or rewards will be paid on volume generated before the conversion.

The Independent Business Owner that sponsors a Member is eligible to earn binary and sponsor tree volume on the Member's purchases. Upon enrollment, the Member account is placed in the binary structure in the next available position and is issued a Member identification number.

A Member may elect to become an Independent Business Owner and convert his or her Member account into an Independent Business Owner account by completing and submitting an Independent Business Owner Application and Agreement and paying the initial application fees described in Section 2. Members converting to IBO status will become eligible to accumulate volume and earn future compensation based upon the PURE Compensation Plan. No bonuses, commissions, or rewards will be paid on volume generated before the conversion.

SECTION 2: BECOMING AN INDEPENDENT BUSINESS OWNER INDIVIDUAL IBO ACCOUNTS

- A. An individual may apply to become an Independent Business Owner by submitting a completed Independent Business Owner Application and Agreement form (including any required supporting documentation) to the Company and by paying a non-refundable, IBO annual enrollment fee of USD \$25 plus applicable tax, **and by paying an annual renewal fee of \$25 plus applicable tax on or before each anniversary of the date of his or her application. The Company will automatically debit the renewal administrative fee from the method of payment identified on the IBO Application and Agreement or the method of payment employed when the IBO is enrolled online. The IBO must notify the Company at least thirty (30) days prior to the anniversary date of enrollment if renewal is not desired to avoid the automatic renewal and the associated renewal administrative fee. Failure to notify the Company within this period will result in the renewal administrative fee being charged to the IBO. An IBO may notify the Company of his or her desire to not renew the Independent Business (IB) by emailing**

SalesSupport@livepure.com.

The annual enrollment fee includes a personal website provided by the Company, access to a personalized virtual back office, and online training tools and marketing materials to assist IBOs in selling Company products and building their PURE business. Other than the purchase of the IBO annual enrollment fee, no product or service purchase is required to establish a PURE Independent Business (IB). All additional purchases are optional. A Sponsoring IBO is responsible for disclosing this information to all potential IBOs to whom he/she introduces the PURE IBO opportunity. **Military members (active or retired) and their spouses, and college students, may receive the IBO annual enrollment for free with valid identification but must still pay the \$25 annual renewal fee plus applicable tax (see Section 5, Paragraph A). (The purchase of an IBO annual enrollment fee is optional for North Dakota residents).**

- B. The IBO Application and Agreement must be submitted in writing signed by the IBO or submitted electronically through the PURE website. The Company reserves the right, at its sole discretion, and without explanation, to refuse any IBO Application or renewal. An IBO must be eighteen (18) years or older at the time they submit their IBO Application and Agreement to the Company, or of legal age to own a business in their country of residence. This Agreement becomes effective on the date the IBO Agreement is signed by the IBO.
- C. An IBO must submit an IBO Agreement and Application in his/her country of residence. Upon request of the Company, an IBO may be required to provide proof of identity, proof of residency and proof of ability to legally conduct business in the country that corresponds with the IBO Agreement.
- D. Employees of the Company are prohibited from becoming IBOs. Former employees may become IBOs (i) six (6) months after their final date of employment with the Company or (ii) with the prior written consent of the Company.
 - 1. IBOs, and immediate family members of the IBO, shall not become owners, officers, directors, employees, corporate consultants, corporate contractors or subcontractors, directly or indirectly, of the Company during the time they are an IBO of PURE. The Company's Legal Counsel reserves the right at its sole discretion to make exceptions to this policy for limited transition periods.
- E. An IBO Application and Agreement that is incomplete or incorrect in any respect may be considered invalid.
- F. An IBO is prohibited from submitting any false or inaccurate information to the Company. Sponsoring any individual as an IBO or customer without the individual's knowledge and consent is prohibited. The Company reserves the right to immediately terminate an IBO and/or a Sponsoring IBO, and to declare the IB void from its inception, if it determines that false or inaccurate information was provided, or if pertinent or relevant information was withheld by the IBO. Commissions, bonuses, rewards, contest awards or rank advancements that occur as a result of false, inaccurate, or incomplete information submitted to the Company, or any other acts or omissions inconsistent with the Agreement, may, at the Company's sole discretion, be retracted and/or clawed back.
- G. An applicant is deemed an approved IBO on the date the completed, signed, or electronically submitted IBO Application and Agreement form is received and accepted at the Company's corporate office. An applicant must become an approved IBO by 11:59 PM Central Time on Monday in order to be included in that week's commissions/bonuses and qualification computations.
 - a. Once the IBO Application and Agreement is received and accepted by the Company, the benefits of the Agreement will become available to the new IBO. These benefits include the right to:
 - i. Offer the Company's products for sale to Retail Customers and Preferred Customers.
 - ii. Sponsor (enroll) other individuals as IBOs; thereby, building a marketing organization, receiving commissions, bonuses and rewards and progressing through the ranks of the Compensation Plan.
 - iii. Sponsor (enroll) other individuals as Preferred Customers or Retail Customers.
 - iv. Access the IBO Virtual Back Office.
 - v. Participate in PURE sponsored support, service, training, motivational events and awards functions, upon payment of appropriate charges (if applicable).
 - vi. Participate in certain promotional and incentive contests and programs sponsored by PURE for its IBOs.
- H. An IBO identification number will be issued upon the Company's acceptance of the IBO Application and Agreement and payment of any applicable fees. The newly-created IBO will be placed in the next available position within the Sponsor's Downline.
- I. All IBOs whose IBO Application and Agreement are accepted by the Company are subject to the Agreement and its Terms and Conditions.
- J. An IBO must inform the Company of any changes affecting the accuracy of its IBO Application and Agreement. Changes must be submitted on a new IBO Application and Agreement with "Amended" checked at the top. The Company reserves the right to charge an additional fee to change an IBO identification number. Changes to address, telephone number, addition of person(s) or the correction of clerical errors will not be assessed a fee.

BUSINESS ENTITY ACCOUNTS

- K. When an IBO applicant is a Corporation, Partnership, Limited Liability Company, or other legal entity ("Business Entity"), a Business Entity Addendum form must be submitted in addition to the IBO Application

and Agreement form, and an IBO Agreement in the name of the Business Entity must be signed by an individual authorized to sign on behalf of the Business Entity. With each Business Entity form submitted, the name and signature of each person having a beneficial interest or equity interest in the Business Entity must appear on the form. Principal Officers and members of the board of directors are considered to have beneficial interest and are required to be listed on the Business Entity form. Each Principal of a Business Entity must agree to be bound by the Agreement and the Company will hold each Principal and other beneficial interest holder(s) personally accountable for compliance therewith.

- L. Business Entities must follow the same sponsorship procedures as other applicants, including submitting all necessary documentation by fax, email or mail. Copies of (i) the formation and other governing documents of the Business Entity (such as the Articles of Incorporation or Organization); (ii) a complete list of all shareholders, directors, officers, partners, members, managers or trustee(s), as applicable of the Business Entity (collectively, the "Principals"); (iii) its tax identification number; (iv) resolutions and powers of an attorney, and (v) any such other information reasonably requested by the Company from time to time.
 - 1. Requested documentation must be provided in a timely manner. The Company reserves the right at its sole discretion to refuse any Business Entity's Application to become an IBO.
 - 2. Business Entity Applicants are subject to the provisions applicable to individual IBO accounts, listed in paragraphs 2-A above.
 - 3. A Business Entity applicant is deemed an approved IBO on the date the completed, signed or electronically submitted IBO Agreement and Application form and the Business Entity form is accepted at the Company's corporate office. An applicant must become an approved IBO by 11:59 PM Central Time on Monday in order to be included in that week's commissions/bonuses and qualification computations. The Business Entity IBO will be assigned an IBO Identification number and placed in the next available position within the Sponsor's Downline, unless the Business Entity IBO's Sponsor chooses to place the IBO in another place in the Sponsor's Downline.
 - 4. A Business Entity IBO must inform the Company of any changes affecting the accuracy of the IBO Agreement or the Business Entity form. Changes must be submitted on a new IBO Agreement and/or Business Entity form with "Amended" checked at the top. The Company reserves the right to charge an additional fee to change an IBO identification number. Changes to address, telephone number, addition of person(s) or the correction of clerical errors will not be assessed a fee.
 - 5. A Business Entity IBO is bound by the terms as set forth in the Agreement.
 - 6. A Business Entity may not be used to circumvent any policies or procedures or other terms or conditions of the Agreement, including without limitation, restrictions on transfer of ownership of IB's, sponsor change policies, etc.
 - 7. The actions of any Principal or beneficial interest holder of a Business Entity IBO will be attributed to all beneficial interest holders of the IBO.

CHANGING ACCOUNT STATUS

- M. An IBO that wishes to change an Individual Account to a Business Entity Account under the same Sponsor may do so at any time, subject to applicable law, and upon completion and submission to the Company of the Business Entity form, a \$75 non-refundable administrative fee, an amended agreement form and the other requirements set forth in this Section. Requested documentation supporting the change of the Individual account to a Business Entity account must be provided in a timely manner. Failure to provide the documentation in a timely manner may result in the refusal of the change in status. The Company reserves the right at its sole discretion to refuse an IBO's request to change an individual account to a Business Entity account.
 - 1. Individuals requesting to change the status of an IBO account to a Business Entity account are subject to the provisions listed above for Business Entities.

SECTION 3: LIMITATIONS ON IBO ACCOUNTS

- A. An IBO must comply completely with all terms and conditions of the Agreement in order to remain eligible to participate in the benefits of being an IBO as described in Section 2 above.
- B. Limitation on the number of Independent Business (IB) accounts each IBO may own or operate. Multiple IBO accounts or beneficial interests in multiple IBs are limited to two (2) accounts as described below.
 - 1. If a secondary individual IBO or Business Entity IBO account is created or otherwise acquired, the new account must be sponsored and placed below the existing primary IBO account.
 - 2. An IBO cannot create, or otherwise acquire any interest in an account above his/her first account in the Company or in any account outside his/her Sponsor Tree except as noted in Section 7.
 - 3. An IBO who currently engages in IBO activity within PURE may not maintain, encourage or facilitate a simultaneous beneficial interest or participate in more than one (1) additional IBO account.
 - a. A beneficial interest includes, without limitation: any ownership interest directly or indirectly in an IB as a shareholder, partner, trustee, beneficiary, or principal; any control or ability to control an IB; any direct or indirect receipt of income derived from an IB; familial support derived from an IB and any other similar interests pertaining to an IB.
 - 4. Spouses or Partners residing with an IBO have a beneficial interest in said IBO's account but are

permitted to hold an IB position if the Spouse/Partner IB account is below the existing IBO's account and directly sponsored by said IBO. The IBO and Spouse/Partner may not have a beneficial interest in more than two (2) IB accounts combined.

5. Persons, other than spouses or partners, residing within an IBO's household are also deemed to hold a beneficial interest in said IBO's account and are subject to the limitations contained in this provision. These limitations may be waived, at the sole discretion of the Company, for adults within the household who operate an IB independently from said IBO and can provide adequate proof of such independence if requested by the Company. Any account owned by a non-spouse or partner residing within the IBO's household must be sponsored and placed below said IBO's existing primary IB account.
 - a. More than two IBO accounts sharing the same address is considered evidence of violation of this limitation.
 - b. Requests for Company review of this limitation on the number of IBO accounts sharing the same address must be submitted in writing. Upon receipt of the request, the Company may provide a written response waiving this limitation.
6. An individual IBO, who also owns a Corporation, Partnership, Limited Liability Company, or other legal business entity separate from their PURE IB, may create a PURE IB Entity account under their separate business entity's name and tax identification number provided the IBO and Spouse/Partner of the IBO do not have beneficial interests in more than two (2) accounts combined. The separate Business Entity account must be sponsored and placed below the primary account.
7. Any secondary IB Entity account must be below and sponsored directly by the existing IBO. If an IBO chooses to utilize a secondary position as a Business Entity, the IBO may not have a beneficial interest in any other IB position in addition to the Business Entity.
8. No Corporation may become an IBO if any person who should be listed on the Corporation's Partnership/Corporation form is already an IBO under another IB or in a separate Sponsor Tree.
9. Any person or Business Entity which has engaged in IBO Activity may not at any time acquire an interest in, purchase, or merge with an existing IB. If the IBO would like to purchase a second account location to utilize a dual account, the new account must be below the first account and be Sponsored by said account. An IBO cannot purchase/or have any interest in an account above his/her first account in the Company or in any account outside their Sponsor Tree except as noted in Section 7 paragraphs J or K.

SECTION 4: IBO STATUS AS AN INDEPENDENT CONTRACTOR, IBO RESPONSIBILITIES, NON-SOLICITATION AND NON-COMPETITION PROVISIONS

- A. An IBO is an independent contractor. An IBO is not an agent, employee, partner or joint-venturer with the Company and shall not represent himself/herself as such. An IBO has no authority to bind the Company to any obligation, to incur any debt or expense in the name of the Company, make any representations on behalf of the Company or to open any account on behalf of, for, or in the name of the Company.
 1. An IBO is responsible for his/her own business decisions and expenditures. The Company does not dictate IBO hours, expenditures, plans, etc. The Company shall not be liable for any debts or liabilities incurred by an IBO, whether or not these are incurred during the term of the Agreement.
 2. Where an IBO has entered into an Agreement with, or otherwise incurred any liabilities or obligations with a third party, the Company will not intervene in any disputes arising between the IBO and a third-party.
 3. An IBO must always identify himself/herself as an Independent Business Owner in all written or oral communications. No written or verbal representations may be made stating or implying otherwise.
 4. An IBO is responsible for paying all taxes and obligations on any income generated as an IBO, as required by law. This includes, without limitation, his/her own self-employment taxes, federal income taxes and other taxes, and national insurance contributions, as required by law.
 - a. The Internal Revenue Service (IRS) requires the Company to report IBO annual earnings of \$600 or more.
 - b. Failure to provide the Company with valid Social Security or Federal Tax Identification Numbers may result in your commission payments being subject to backup withholding as required by the Internal Revenue Code. Any penalties, fines or fees that may result from the use of an incorrect tax identification number furnished to the Company will be the responsibility of the IBO.
 5. An IBO may establish his/her own selling or marketing methods so long as they abide by all Company policies and applicable laws. Each IBO shall defend and hold the Company harmless from any claims, damages, legal expenses or liability arising from an IBO's business or advertising activities or resulting from statements that may be illegal and/or product claims not approved by the Company.
 6. An IBO is personally responsible for compliance with all federal, state, and local laws and regulations.
 7. An IBO may not solicit or rely upon the Company or any of its directors, officers, employees, agents, owners, shareholders, or affiliates to provide legal, tax, financial, medical, or other professional

- advice.
8. An IBO may not claim to have a unique advantage, relationship with, or access to Company executives or employees that all other IBOs do not have.
 9. An IBO must keep complete and accurate records of all business dealings.
- B. An IBO must represent the Company's products, services, and opportunity ethically and professionally and in such a manner that will enhance the positive reputation of the Company, its related businesses, or other IBOs associated with the Company and its affiliates.
1. No representation or sales offer may be made relating to products and services which is not accurate and truthful as to price, grade, quality, performance, and availability.
 2. The IBO may make no misstatement or misrepresentation of any kind.
 3. IBOs shall not make any misleading, unfair, inaccurate or disparaging comparisons, claims, representations or statements with regard to the Company, its products, services, commercial activities, other persons or IBOs, or other companies and their products, services, or other commercial activities.
 4. If an IBO has a grievance or complaint with another IBO relating to their respective businesses, the complaining IBO should first report the problem to its Sponsor who will review and attempt to resolve the matter. Neither the Company nor the Sponsor will intervene in personal disputes between IBOs.
 5. IBOs shall not make offers or solicitations to customers or other IBOs in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor IBOs.
 6. IBOs are independent contractors and may establish their own price for reselling products or services. However, IBOs shall not advertise products for less than wholesale cost.
 7. No IBO may advance money or promise reimbursement to a prospective customer or IBO in order to solicit them to purchase products. An IBO may not purchase or sell Customer or Member accounts from or to any other IBO for any reason.
 8. IBOs must comply with all applicable privacy and data security laws, including security breach notification laws. IBOs must take appropriate steps to safeguard and protect such information from being sold or used by any other party. This information includes, without limitation, credit card and Social Security Numbers provided by other IBOs, Members, or Customers, or prospective IBOs, or Customers.
 - a. IBOs must hold such information in strict confidence.
 - b. IBOs are responsible for the secure handling and storage of all documents that may contain such information.
 - c. IBOs must adopt, implement, and maintain appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security of confidential information and customer data. Appropriate safeguards may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; (iii) password-protecting computer files, or (iv) shredding paper files containing confidential information or customer data.
 - d. IBOs should retain documents containing such information for only as long as necessary to complete the transaction. IBOs should dispose of any paper or electronic record containing customer data and other confidential information after use by taking all reasonable steps to destroy the information by: (A) shredding; (B) permanently erasing and deleting; or (C) otherwise modifying the customer data and other confidential information in those records to make it unreadable, unreconstructable, and indecipherable through any means.
 - e. The Company privacy policy applies to all websites, and all personal information gathered from the website, must be similarly safeguarded and protected from being sold or used by any other party as described above.

NON-SOLICITATION AND NON-COMPETITION PROVISIONS

- C. The IBO acknowledges that, by virtue of this Agreement, he or she will be introduced to Customers, prospective Customers, PURE employees, suppliers, and vendors, prospective PURE IBOs, other PURE IBOs, and other persons or entities with whom PURE has or is attempting to establish valuable business relationships. The IBO agrees that (i) PURE has a legitimate interest in protecting these business relationships; (ii) the provisions contained in this section are reasonable and necessary to protect the legitimate interests of PURE; and (iii) PURE would not have accepted the IBO's application in the absence of the IBO's agreement to such provisions.
- D. The Company may impose disciplinary action in accordance with section 15 of these Policies and Procedures, to any IBO found to be in violation of the Non-Solicitation and Non-Competition provisions. Confirmed breaches of the Non-Solicitation and Non-Competition provisions may result in remedial action, up to and including termination of the IBO's account as deemed appropriate. The Company may also exact a fine, the amount of which is determined to be consistent with the severity of the breach of the IBO Agreement. Any breach of the Non-Solicitation and Non-Competition provisions at a Company sponsored event or incentive trip will result in the IBO being fully responsible for the cost of his/her attendance, travel, participation, etc. for the event or incentive trip.
- E. An IBO must adhere to the following Non-Solicitation and Non-Competition policies:

1. During the term of the Agreement and for one (1) year after termination/cancellation/expiration of the Agreement, an IBO may not directly or indirectly, on his or her own behalf or on the behalf of any other person or entity, solicit, recruit, induce, or hire, or attempt to solicit, recruit, induce, or hire any IBO (whether active or inactive) employee, customer, supplier, or vendor of the Company as set out below in Section E2. (a.) and (b.), (i) to enter into any other business or affiliate relationship with any other Network Marketing, Multi-level Marketing, or Direct Selling business (collectively "Direct Selling"), other than those customers or IBOs whom such IBO personally sponsored into the Company, or (ii) to terminate or alter his or her business or contractual relationship with the Company. For purposes of this section, "use or indirect use of any of the Company's Confidential Information" includes, but is not limited to any contact that originates in or derives from the creation or utilization of any Social Media groups or other online communication channels that contain in any form or are created using any Confidential Information.
 2. A "Covered Person(s)" included under this Section 4 shall include any IBO (whether active or inactive), employee, customer, supplier or Vendor of the Company:
 - a. with whom contact was made or whose contact information was obtained, directly or indirectly, at a Company-sponsored physical, telephonic or virtual event or other third-party physical, telephonic or virtual event organized to promote Company products and/or opportunities, or through or with the use or indirect use of any of the Company's Confidential Information (including but not limited to the Company's genealogical and Downline information, retail and preferred customer lists and information, and IBO lists and information), and
 - b. with whom you had any substantial dealing with while you were contracted with the Company.
 3. Examples of direct and indirect solicitation, recruitment or inducement include but are not limited to:
 - a. Social media posts included but not limited to Facebook posts and Instagram that can be seen by any Covered Person.
 - b. Messages or communications sent via social media, email, comments on social media platforms etc. that can be seen by any Covered Person.
 - c. Direct phone calls, text messages or emails with a Covered Person.
 - d. Invitations to presentations to a Covered Person.
 - e. Having another individual or entity send messages on your behalf to a Covered Person.
 - f. Soliciting, directly or indirectly, a Covered Person at a Company sponsored event, including incentive trips, to consider the products or opportunity offered by another Direct Selling company or to participate in another Direct Selling Company.
 4. The IBO acknowledges that the Company has developed, supported, and invested in its relationships with such IBOs, employees, customers, suppliers and/or vendors and further acknowledges that such relationships constitute valuable and proprietary assets of the Company and are considered Confidential Information pursuant to these Policies and Procedures. For purposes of subsection E. and subsections F. and J. below, the term "recruit" means actual or attempted solicitation of, enrollment of, encouragement of, or effort to influence in any way, either directly, indirectly or through a third party, another IBO to enroll or participate in another Direct Selling business.
- F. IBOs may not use the Company's Confidential Information: (i) to directly or indirectly recruit, solicit, or induce, or directly or indirectly attempt to recruit, solicit, or induce any other IBO for any other Direct Selling business; (ii) to sell products or services other than the Company's products and services; or (iii) to sell products or services in connection with any other business during the term of and after termination of the Agreement. Upon the termination/cancellation/expiration of the Agreement for any reason, the IBO must immediately discontinue all use of the Company's Confidential Information and if requested by the Company, promptly return all materials in their possession to the Company within five (5) business days of request at their own expense.
- G. In the event the Company believes an IBO has used the Company's Confidential Information in violation of these non-solicitation and non-competition provisions or of any other provisions in this Agreement, there shall be a rebuttable presumption that the IBO misused the Company's Confidential Information and the IBO must prove by clear and convincing evidence that any purported action was taken without the use in any way of any Confidential Information.
- H. An IBO may not offer, sell, promote, or combine any other Direct Selling, or competing products, services or opportunities in conjunction with the Company's products or opportunity.
- I. An IBO may not become an owner, officer, director, employee, corporate consultant, corporate contractor, or subcontractor, directly or indirectly, of any other Direct Selling company. Notwithstanding the foregoing, and subject to the limitations set forth in subsection J below, an IBO may participate as an independent contractor distributor, consultant, etc. for other Direct Selling companies.
- J. IBOs with a Lifetime rank of Ruby Executive or above that elect to participate, directly or indirectly, in any other business or affiliate relationship with any other Network Marketing, Multi-level Marketing or Direct Selling business (collectively "Direct Selling") are ineligible to receive certain bonuses, rewards, incentives and benefits offered by the Company. Participation includes, but is not limited to, directly or indirectly building a Downline organization or recruiting distributors, hosting meetings, endorsing, speaking in behalf of, publicly representing, promoting online, publicly receiving recognition, and appearing at events or in promotional materials for any other Direct Selling company. IBO ineligibility for bonuses, rewards, incentives and benefits for Ruby Executives and above who are

participating in another Direct Selling company includes but is not limited to Leadership Bonuses, Live PURE Bonuses, participation in the Leadership Advisory Council, incentive bonuses, and incentive programs and trips.

1. IBOs with a PURE enrollment date of May 5, 2020 or prior, who enrolled in or began participation with another Direct Selling company on or before May 5, 2020, and are in compliance with the Grandfathered 2019 Non-Solicitation and Non-Competition provisions set out below in section 1. (a.), have the option to opt-out of the Lifetime Ruby Executive limitations listed above in section 4J by registering the Direct Selling business(es) in writing with the Compliance Department on or before November 5, 2020. To register and be grandfathered under the Grandfathered 2019 Non-Solicitation and Non-Competition Provisions and to opt-out of the Lifetime Ruby Executive limitations listed above in section 4J, the IBO must email compliance@livepure.com, on or before November 5, 2020, and provide his/her name, account number, proof of enrollment with the Direct Selling Company being registered, and proof of enrollment date of May 5, 2020 or prior with the Direct Selling Company being registered. The Company will timely review each registration and grandfather qualifying IBOs. The Company may revoke grandfathered status and impose disciplinary action in accordance with section 15 of these Policies and Procedures, to any IBO found to be in violation of the Grandfathered 2019 Non-Solicitation and Non-Competition provisions listed below, and the Non-Solicitation and Non-Competition provisions set out in this section 4 of the IBO Policies and Procedures. If an IBO elects to register and be grandfathered under the 2019 Non-Solicitation and Non-Competition Provisions as set out below, all other terms and conditions of these IBO Policies and Procedures shall apply.

a. Grandfathered 2019 Non-Solicitation and Non-Competition Provisions:

1. During the term of the Agreement and for one (1) year after termination/cancellation of the Agreement, an IBO may not directly or indirectly solicit, recruit, or attempt to solicit or recruit any IBO, whether active or inactive, to any other Network Marketing, Multi-level Marketing or Direct Selling business (collectively "Direct Selling"), other than those that such IBO personally sponsored into the Company. The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly or through a third party, another IBO to enroll or participate in another Direct Selling business.
2. An IBO may not offer, sell, promote or combine any other Direct Selling or competing products, services or opportunities in conjunction with the Company's products or opportunity.
3. An IBO may not become an owner, officer, director, employee, corporate consultant, corporate contractor or subcontractor, directly or indirectly, of any other Direct Selling company.
4. IBOs with the current rank of Diamond or above may not directly or indirectly participate in a reasonably competing Direct Selling business. Participation includes building a Downline organization or recruiting distributors, hosting meetings, endorsing, speaking in behalf of, publicly representing, publicly receiving recognition, and appearing at events or in promotional materials for any reasonably competing Direct Selling company.

- K. An IBO that elects to participate, directly or indirectly, in a business or affiliate relationship with any other Network Marketing, Multi-level Marketing or Direct Selling business (collectively "Direct Selling") is not eligible to participate as a PURE Leadership Advisory Council Member. The Company reserves the right at its sole discretion to withhold public recognition for IBOs who are participating in other Direct Selling Companies. Public recognition includes but is not limited to, recognition on the Company's website and/or promotional materials, and recognition at Company sponsored events.
- L. Each IBO agrees that the covenants contained in this Section 4 are each separate covenants (including those set out separately as subparagraphs or subsections) and if any subparagraph or subsection is deemed void, invalid, or unenforceable, such paragraph shall be severed from this Agreement and shall not affect or impair any of the other subparagraphs or subsections or the balance of this Agreement, and the balance of the Agreement shall remain in full force and effect. Each IBO further agrees that the IBO's breach or threatened breach of such provisions would cause PURE irreparable harm and significant injury, the amount of which would be extremely difficult to estimate and ascertain and thus making any remedy at law or in damages inadequate. Each IBO therefore agrees that PURE shall be entitled, without the necessity of posting of any bond or security, to the issuance of injunctive relief by any court or arbitrator of competent jurisdiction as provided in these Policies and Procedures, enjoining any breach or threatened breach of such provisions and for any other relief such court deems appropriate. This right shall be in addition to any other remedy available to PURE at law or in equity.

SECTION 5: TERM, RENEWAL, AND CANCELLATION OF IBO ACCOUNTS; AUTOMATIC RENEWAL

- A. An IB's rights and benefits under the IBO Agreement extend for one (1) year from the acceptance date. **For each subsequent year a renewal of the IB is required. The Company assesses a renewal administrative fee of USD \$25 plus applicable tax per IB.**
 1. **The Company will automatically debit the renewal administrative fee from the method of payment identified on the IBO Application and Agreement or the method of payment**

- employed when the IBO is enrolled online.**
2. **The IBO must notify the Company at least thirty (30) days prior to the anniversary date of enrollment if renewal is not desired to avoid the automatic renewal and the associated renewal administrative fee. Failure to notify the Company within this period will result in the renewal administrative fee being charged to the IBO. An IBO may notify the Company of his or her desire to not renew, and not incur the renewal fee, by emailing SalesSupport@livepure.com.**
 3. Any IBO account that expires because of failure to renew, is terminated or is voluntarily cancelled becomes the property of the Company and the Company may transfer, delete, or otherwise treat or utilize any or all such accounts as the Company deems to be in its own best interests.
- B. Voluntary Cancellation of IBO Account
1. An IBO may voluntarily cancel the Agreement at any time, and for any reason, by submitting written notice to the Company of intent to cancel. The written notice must be signed by all owners of/participants in the IB. Cancellation becomes effective as of the date the notice is received by the Company. Certain obligations or limitations regarding confidentiality of information, competition and non-solicitation, and as otherwise specified throughout these Policies and Procedures, survive the termination/cancellation of the IBO Agreement.
 2. An IBO who chooses to voluntarily cancel his/her IB account is eligible to reapply to be an IBO six (6) months after the date of termination. During this stand-down period, the former IBO is not permitted to participate in any IBO Activity, including without limitation, selling or representing the Company's products, attending meetings, engaging in recruitment activities, using the Company's trademarks, copyrighted materials, or any other Company intellectual property, benefiting from income or in any other manner from any IBO account or participating in any way in the building or development of a Downline Organization. The six (6) month stand-down period will begin after the Company receives the Cancellation notice in writing from the IBO. Spouses or Partners of a terminated IBO must also comply with the six (6) month stand-down restriction before signing up as an IBO.
 - a. Spouses or Partners of an IBO who voluntarily cancelled his or her account or any other individual with a beneficial interest in the cancelled IB will be subject to a six (6) month stand-down restriction.
 - b. An IBO who cancels his/her account, may re-apply for IBO status in a new position after the six (6) month stand-down period; however, that former IBO will be considered as if he/she had never been an IBO. The former IBO is prohibited from purchasing an IB account above his/her original/former Sponsor, in the Binary Tree. Once a former IBO has fulfilled the six (6) month stand-down requirement, he/she is eligible to purchase an IB account below his/her original/former Sponsor or in another Sponsor Tree. The account purchase is subject to, and processed in accordance with, the provisions listed in section 7. The former IBO is required to follow standard application procedures and required to pay an IBO annual enrollment fee plus applicable tax. Prior rights to Commissions, Rewards, Rank, Title, Binary Downline Organization, or position in any former line of Sponsorship will not be retained.
 - c. IBOs may not allow or encourage others to allow accounts to expire or voluntarily cancel accounts and subsequently re-apply for IBO status for the purposes of manipulating or circumventing the PURE Compensation Plan or to obtain other tangible or intangible rewards.
 - d. IBOs are prohibited from encouraging, enticing, or offering financial or other tangible or intangible incentives for another IBO to cancel an existing IBO account or allow an account to expire and then Sponsor said IBO again under a different placement in the tree, and prohibited from any other form of cross-recruiting in the Company. The Company may impose penalties on any IBO that solicits or entices an existing IBO to change lines of Sponsorship. At the Company's sole discretion, penalties for such violations could include, but not limited to, suspension and/or termination, or such other penalties including fines or withholding of commission payouts.
 3. An IBO who chooses to voluntarily cancel his/her IB account or allows the account to expire, may submit a one-time request to be reinstated with the same sponsor at any time after the date of termination. The Company will review each request on a case-by-case basis and approval may be granted at the Company's sole discretion. A new IBO agreement will be required from the individual re-applying for IBO status. Prior Commissions, Rewards, Rank, Title, Binary Downline Organization, or position in any former line of Sponsorship will not be retained.

SECTION 6: SPONSORSHIP, PLACEMENT, AND SPONSOR OBLIGATIONS

A. Sponsorship and Placement

All active IBOs in good standing, as determined by the Company, have the right to Sponsor and enroll new IBOs within PURE. When the IBO Agreement is accepted by the Company, the new IBO is placed in the next available team (leg) and position of the Sponsor's Downline Organization unless otherwise specified on the completed IBO Agreement form, or as selected and specified by the Sponsor through the VBO.

1. New IBOs have the ultimate right to choose their Sponsor. New IBOs and Sponsoring IBOs are

responsible for reviewing the accuracy of the Sponsorship and Placement in the completed IBO Agreement and/or as enrolled and entered in the VBO database so that the new account is placed within the Binary structure as desired, subject to any policy limitations. The new IBO and/or their Sponsor of record must notify the Company of any errors in Sponsorship or Placement, in writing, within four (4) business days of the account number being assigned. With the exception of Company errors, Sponsor and Placement changes are permitted solely at the discretion of the Company. The moving IBO will be placed according to the date the change is approved and in the next available position at the bottom of the leg. Sponsorship and Placement are final once the new IBO has taken part in a commission run.

2. Once an applicant has submitted an IBO Agreement other IBOs shall not attempt to convince the applicant to change Sponsor and/or Placement to another Downline Organization.
 3. In the event that two Sponsors claim sponsoring rights to the same IBO, the Company will not mediate such disputes and shall regard the first completed IBO Agreement received by the Company as controlling.
- B. Obligations and Limitations of Sponsoring IBOs
1. When sharing the PURE Opportunity with prospects, IBOs are required to present themselves as an Independent Business Owner, and to present the program in its entirety, without omission, distortion, or misrepresentation. Any additional offers or agreements made by an IBO in connection with the PURE Opportunity are prohibited and may, at the Company's discretion, result in termination of the IBO.
 2. As a Sponsor, an IBO will respect the Sponsor relationship of every other IBO and will neither attempt to interfere with these relationships nor make disparaging statements about other Sponsors or IBOs.
 3. Sponsoring IBOs will mentor IBOs by providing training, motivating and encouraging IBOs in a positive manner. This includes the following:
 - a. Provide regular training, sales and business development support, guidance, and encouragement to the Downline Organization. A Sponsor is encouraged to maintain an ongoing, positive, professional association with other IBOs and provide ongoing customer service to each IBO the Sponsor refers to the program. IBOs must perform a bona fide assistance and training function to ensure that their downline is properly operating their PURE business. IBOs must have ongoing contact and communication with IBOs in their Marketing Organizations.
 - b. Exercise his/her best efforts to ensure that all IBOs in his/her Downline Organization properly understand and comply with the terms and conditions of the Agreement and applicable national and local laws, ordinances, and regulations.
 - c. Make training available to ensure that product or service sales and opportunity meetings conducted by his/her Downline Organization are conducted in accordance with these Policies and Procedures, and all applicable laws, ordinances, and regulations.
 - d. Help mediate business-related disputes arising between any IBOs in his/her Downline Organization and attempt to resolve the dispute promptly and amicably.
 - e. Regardless of their level of achievement, IBOs have an ongoing obligation to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

As Sponsoring IBOs progress through the various levels of leadership, they will become more experienced in sales techniques and understanding of the PURE Opportunity. These IBOs may be called upon to share this knowledge with less experienced IBOs.

1. An IBO may request that all other IBOs no longer contact or assist that IBO and/or the IBOs in its sponsor tree in building their IBs if the following criteria are met:
 - a. the IBO has met (or surpassed) the Rank of their Sponsor; or
 - b. the IBO has achieved a Presidential level rank or above.IBOs in the downline sponsor tree may opt-out of the block at any time by notifying the Company in writing of their desire to continue receiving communication and assistance from the upline IBOs.

SECTION 7: CHANGES IN INDEPENDENT BUSINESS OWNER ACCOUNT STATUS

- A. An IBO may not convey, sell, assign or otherwise transfer any right, benefit, or obligation under the Agreement to any person or entity without the express, prior written consent of the Company. Consent will be granted at the sole discretion of the company. A request to sell must be submitted to the Company in writing and accompanied by a \$75 administrative fee.
- B. To transfer or sell an IB position, an IBO must be active, having paid all required fees, and in good standing. The transferee must also fulfill all qualifications required to become an IBO.
- C. Transfers or purchases made by or to existing IBOs, spouses, or partners, or other individuals or entities with a beneficial interest are subject to the limitations on Multiple Accounts delineated in Section 3. The new account created by a transfer must be below the transferee's original account in the Binary Tree and must be sponsored by said account. IBOs, spouses or partners, or other individuals or entities with a beneficial interest cannot purchase or otherwise acquire any interest in an account above their first

account in the Company or in any account outside their Sponsor Tree, except as permitted in sections J, K and L below. Former IBOs are prohibited from purchasing an IB account above their original/former Sponsor, in the Binary Tree. Once a former IBO has fulfilled the six (6) month stand down requirement, they are eligible to purchase an IB account below their original/former Sponsor or in another Sponsor Tree.

- D. If it is determined, in the Company's sole discretion, that an IBO position was transferred in an effort to circumvent compliance with the Agreement, the transfer will be declared null and void. The IBO position will revert back to the transferring IBO, who will be treated as if the transfer had never occurred from the reversion day forward. If necessary, and in the Company's sole discretion, appropriate action, including, without limitation, termination, may be taken against the transferring IBO.
- E. When the Company grants a request to transfer or sell an IB position, the new account will be assigned a new IBO identification number, and will maintain the applicable Downline Organization. The new account is eligible to participate in bonuses offered to IBOs through the Company's compensation plan. The new account is not eligible to receive incentive bonuses and qualifications awarded on the original account. Incentive bonuses will only be awarded on rank advancements and incentive qualifications achieved on the new account, which surpass those obtained on the original account. The new account will not receive recognition for the original account's rank, but will receive recognition for any paid rank obtained on the new account. Accumulated volume, contest qualification points, incentive trips or other rewards that the original account held, will not transfer to the new account.
- F. An IBO may delegate his/her responsibilities but is ultimately responsible for ensuring compliance with the Agreement and applicable laws and regulations.
- G. An IBO that transfers his/her IB will not be eligible to re-apply to become an IBO for a period of six (6) months, after the Company has approved the transfer or sale.
- H. An IBO must inform the Company of any changes affecting the accuracy of its IBO Application and Agreement or Business Entity Form. Changes must be submitted on a new IBO Application and Agreement or Business Entity Form with "Amended" checked at the top. When submitted to the Company, the document must include all of the participants in the organization and be signed by all parties. The Company reserves the right to charge an additional fee to change an IBO identification number. Changes to address, telephone number, addition of person(s) or the correction of clerical errors will not be assessed a fee.
- I. Dissolution of a jointly held IB must occur in a way that does not disturb the income or interests of the Upline and Downline Organizations of the IBOs involved. When dissolving a jointly held IBO account, IBOs should be aware of the following:
 - 1. After a jointly held IBO account is dissolved, any one of the joint owners may operate the IB, but the other joint owners must relinquish their rights to and interests in the IB in writing; the other members of the joint IB are required to reapply after the six (6) month stand down period if they would like to rejoin the Company in a different location.
 - 2. The Company will not divide or reassign any of the Downline Organization of the jointly held IB, nor will the Company split commissions or rewards between joint owners.
- J. Should one IBO marry another IBO, they may elect to maintain separate IBO accounts. The Company may require an official copy of the marriage certificate to validate the accounts.
- K. In the case of an IBO's death, IBO rights will be transferred to the legal successor in accordance with applicable laws. It is the responsibility of the successors to notify the Company in a timely manner of the death through a letter written to the Company by the executor of the estate or next of kin. A certified court order and death certificate must be submitted to the Company for the IB to be transferred to the legal successor. Successors in interest must comply with current Agreement requirements and are subject to these Policies and Procedures. If the legal successor wishes to terminate the account, a written, signed statement of request to terminate must be submitted along with appropriate legal proof of death. If the successor is already an IBO, he/she may in this instance, keep both positions. No administrative fee is required to transfer an IBO account in this instance.
- L. In order to transfer an IB due to incapacitation of an IBO, the successor must provide the following:
 - 1. A notarized copy of an appointment as trustee.
 - 2. A notarized copy of the trust document or other documentation establishing the trustee's right to administer the PURE business.
 - 3. A completed IBO Agreement executed by the trustee. Should the successor elect to terminate the IB, a signed request of termination must be submitted to the Company.
 - 4. No administrative fee is required for transfers due to incapacitation.
- M. IBO's acquiring the accounts through transfer, sale, or assignment, as successor in interest, or through a transfer due to the incapacity, are bound by the Terms and Conditions of the Agreement.
- N. Upon the expiration or termination of an account acquired through transfer, sale, or assignment, as successors in interest, or a transfer due to incapacity, the successor IBO may not solicit IBOs sponsored by the previous IBO, as the successor IBO did not personally solicit or sponsor the IBOs within the acquired account's Downline.

SECTION 8: SPONSOR AND/OR PLACEMENT CHANGES

- A. PURE strongly discourages changes of Placement or Sponsor. Accordingly, the transfer of an IBO from one

Sponsor to another, or a change of IBO placement, is rarely permitted except as provided below.

1. An IBO may apply to change the Sponsor/Placement of himself/herself or a personally Sponsored IBO, at any time within four (4) business days following Sponsorship. There will be no fee assessed for a change requested within this time frame. All requests for modification of IBO status, including a change of Sponsor or Placement, must be submitted in writing to the Company within the first four (4) business days from enrollment.
2. The Company will review each request and approval may be granted at the Company's discretion.
3. Outside four (4) business days from enrollment, any Sponsorship or Placement change requests must be submitted to the Company in writing for review. Change requests will be evaluated and the initiating IBO will be notified in writing of the decision. PURE reserves the right to decline any Sponsorship or Placement change request and will, in its own discretion, provide the reason for any such rejection. Most often, because of the need to maintain the integrity of the Downline Organizations, a Sponsor and/or Placement change will not be feasible.
4. All Sponsor or Placement changes, once approved and made by the Company will become final. No other changes involving the IBO will be permitted. Changes will be effective in the Reward period in which the change has become approved and finalized.
5. Once an IBO has been a part of a commission run after the Placement/Sponsor change has been made, no Placement/Sponsor changes involving that IBO will be permitted.
6. A non-refundable fee of USD \$35 will be charged for each Sponsor and/or Placement change request submitted at the time of the request. This fee will be charged to the IBO making the request even if the request is rejected for any reason (i.e. prior move, volume threshold restrictions, etc.). Most often, because of the need to maintain the integrity of the Downline Organizations, a Sponsor and/or Placement change will not be feasible.

WAIVER OF CLAIMS

Resolving conflicts over the placement of a downline that has developed under improper placement of Sponsors and/or Placement is often extremely difficult. Therefore, **IBOs WAIVE ANY AND ALL CLAIMS AGAINST PURE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AGENTS AND AFFILIATES THAT RELATE TO, OR ARISE FROM PURE'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT HAS DEVELOPED BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED PLACEMENT/SPONSORS.**

SECTION 9: ORDERING PRODUCT; PROHIBITION OF FALSE BUYING AND STACKING

- A. An individual or Business Entity may purchase product as a Retail Customer, a Preferred Customer, or as an IBO. A Retail Customer, a Preferred Customer, or an IBO may also elect to purchase through the Autoship program as described in Section 10 below.
- B. All purchases of product inventory, sales aids or other services are optional. IBOs have no specific inventory requirements, and IBOs may maintain active status and earn bonuses without carrying any inventory at all. An IBO can provide his/her personal website provided by PURE to Customers so those Customers can place orders directly through the IBO's personal website. Orders placed through an IBO's personal website or directly with the company can be shipped directly to the Customer, so that the sponsoring IBO does not need to carry any inventory. An IBO must use his/her own judgment in determining inventory needs based upon reasonably projected retail sales and personal use. There is no minimum order.
- C. The Company strictly prohibits the purchase of products in unreasonable amounts and prohibits the purchase of products or services only or primarily to qualify for or earn compensation, win a contest, qualify for an incentive, or to achieve a rank.
 1. At the time of each order, an IBO must have sold or consumed at least 70% of previous inventory purchased from the Company before re-ordering.
 2. As part of its commercial policies, the Company reserves the right to verify IBO resale of product inventory and inspect documentation of retail sales.
 3. Any order of ten thousand (10,000) PV or more must be pre-approved by the Company.
- D. Orders may be placed through the main Company website or through an IBO personal website provided by the Company, by telephone, mail, fax, or delivered to the Company's corporate office for processing. Orders may not be placed through independent websites created by IBOs or other Internet sites. Contact information can be found on the Company website.
 1. Payment must be in the exact amount of the order and may be made (depending on availability within the specific country) by cashier's check, money order, credit card, cash or direct debit.
 2. An IBO shall not use another Individual's credit card without the card owner's specific, prior, written approval. Should an IBO knowingly use a card owner's credit card without prior written approval, the IBO's account may be suspended to prevent further fraudulent activities and the offending IBO may be subject to termination. The offending IBO will be held responsible for the payment of any fees associated with an investigation, including fees charged back by the card's issuing bank.
 3. All orders must be accompanied by proper payment including all applicable shipping and handling

fees and sales tax. Orders are not shipped until they are paid in full. Shipping and handling costs are calculated according to delivery location.

- E. All orders must be received by 11:59 PM Central Time on Monday in order to qualify for the current week's activities.
- F. Where Will Call service is available, an IBO may pick up the order at the Will Call location. If the IBO has not picked up his/her order within ninety (90) days, the order is considered abandoned and becomes the property of PURE.
- G. IBOs or Customers placing product orders shall verify that the order is completed accurately and that the shipping address on the order is correct.
- H. The IBOs or Customers receiving the product shipments should review the products contained within the package for accuracy and against the packing slip. Back-ordered items will be mailed separately, at no additional cost as soon as those items are available. Inaccurate, incomplete shipments, or shipments containing damaged product should be reported to the Company within fifteen (15) days of receipt of the shipment. Reports may be made in writing, by email, or by fax, or by telephone and must be followed by submission of appropriate written documentation supporting the shipping errors or reports of damaged product. Failure to report this information within fifteen (15) days may result in forfeiture of missing or damaged items.
- I. False Buying and Stacking are violations of the Policies and Procedures and are strictly and absolutely prohibited. Such actions are material breaches of the IBO agreement. Reports of False Buying or Stacking will be investigated by the Company and Disciplinary Action will be taken as warranted and further described in Section 15 below. Disciplinary actions are taken at the sole discretion of the Company. Disciplinary Actions may include but are not limited to: the termination of the controlling IBO account; fines to cover losses incurred by the Company, including internal investigative costs and the costs of external consultants engaged to research the case; the retraction of or refusal to recognize current IBO rank; the retraction of or refusal to pay or deliver any awards, contest prizes or Reward increases as a result of False Buying or stacking as defined above; the retraction or refusal to pay any commissions, bonuses, rewards or awards in whole or in part until the effects of the False Buying or Stacking are remedied, as determined by the Company.
- J. False Buying includes, but is not limited to;
 - 1. The Sponsorship of individuals or entities without the knowledge of and/or execution of an IBO Application and Agreement by such individuals or entities.
 - 2. The fraudulent Sponsorship of an individual or entity.
 - 3. The Sponsorship or attempted Sponsorship of non-existent individuals or entities as an IBO (phantoms).
 - 4. The use of a credit card by or on behalf of an IBO when the IBO or customer is not the account holder of such credit card.
 - 5. The exercising of a controlling interest in an IBO account other than your own for the purpose of achieving a Rank or being awarded an award within the Compensation Plan of PURE.
 - 6. Stacking includes the following:
 - a. The failure to transmit to PURE, or the holding of an IBO Application and Agreement in excess of two (2) business days after it is completed and signed by an applicant.
 - b. The placement or manipulation of IBO Applications and Agreements for the purpose of maximizing commissions, bonuses, or rewards pursuant to PURE's Compensation Plan.
 - c. Providing financial assistance to new IBOs for the purpose of maximizing commissions, bonuses or rewards pursuant to PURE's Compensation Plan.
 - d. Buying products or drop-shipping through another IBO account to increase the payout of your IB or that of a member of your Downline.
 - e. The return of any qualifying product after Rank, Reward, contest or incentive prize is determined and paid or delivered. If items are returned after a rank, reward, contest or incentive prize is achieved and paid or delivered, the Company reserves the right to retract and claw back any and all promotions, payouts, and/or perks received as a result of the original order.

SECTION 10: AUTOSHIP

- A. Retail Customers, Preferred Customers, or IBOs may establish an Automatic order and delivery of products to be shipped on a customized delivery schedule by enrolling in the optional Autoship Program. Participants in this program select the products and quantities to be automatically shipped to the Participant each month. Participants may cancel participation at any time by emailing SalesSupport@livepure.com. The products and/or delivery schedule can be changed to fit individual needs. Changes to Autoship products and/or delivery schedule should be made at least 24 hours prior to the next scheduled ship date. Autoship delivery schedules will be set to process every 28 days unless a customized delivery schedule is selected after the Customer or IBO enrolls in Autoship, and the delivery schedule is updated in the virtual back office or by calling Sales Support at 866-535-5888. By enrolling in Autoship, the Customer or IBO agrees to have his/her credit card automatically charged for the selected products every 28 days or in accordance with a customized delivery schedule until PURE receives written or verbal notification requesting cancellation.
 - 1. IBOs may enroll in Autoship by selecting the appropriate option at the time of enrollment on the online

- enrollment form, selecting the appropriate option in the Virtual Back Office after enrollment, or by contacting the Sales Support team.
2. Customers may enroll in Autoship by selecting the appropriate option in the Virtual Back Office or by contacting the Sales Support team.
- B. A Sponsoring IBO may not enroll an applicant IBO or Customer in Autoship without such applicant's consent. This may be considered fraudulent use of an applicant's credit card information. At the Company's sole discretion, the Sponsoring IBO will be held responsible for paying all costs associated with the return of product ordered under an unauthorized Autoship enrollment, including charge-back fees levied by the issuing bank, and any other costs associated with this fraudulent use. Sponsors are also prohibited from using his/her own credit cards to enroll applicants in Autoship without such applicants' consent. Sponsoring IBOs who violate this policy may be subject to applicable Disciplinary Proceedings.
 - C. Sponsoring IBOs are responsible for explaining all aspects of Autoship to IBOs and Customers in their Downline. This includes explaining orders will be shipped every twenty-eight (28) days, unless a customized delivery schedule is setup after enrollment in Autoship, and that IBOs or Customers are responsible for the return shipping and handling costs as allowed by law.
 - D. Payment will be verified prior to processing Autoship orders. In the event authorization is declined, the Company may attempt to contact the IBO or Customer to obtain authorization. If authorization is not obtained by 11:59 PM Central Time on Monday, the order will be considered "unprocessed" and will not be included in Reward computation and processing. The Company will not be held responsible for resulting volume shortfalls or missed qualifications.
 - E. Autoship purchases marked for Will Call cannot be picked up prior to the scheduled Autoship date.
 - F. An IBO or Customer may change or cancel his/her Autoship order, update shipping information or payment method, or cancel participation in Autoship altogether at any time by submitting a request by telephone or written request. Written authorization may be required from other persons with interests within the IBO or Customer account if the account is a joint account or Business Entity account. To process the change prior to the next scheduled Autoship date, the change request (and any required information or written authorizations) must be received five (5) days prior to the next scheduled processing date.

SECTION 11: AUTOMATIC WITHDRAWAL

- A. Upon enrolling in Autoship, the IBO or Customer authorizes the Company to automatically debit his/her credit card or process a bank transfer every twenty-eight (28) days or in accordance with a customized delivery schedule, as indicated in the Agreement, for the amount of the order. These recurring charges may be changed or cancelled at any time as described in Section 10 above. IBOs or Customers may not use a credit card belonging to another individual for automatic withdrawal without a written, notarized authorization by the owner of the account or credit card.
- B. It is the responsibility of IBOs or Customers to maintain adequate funds in the account used for Autoship orders. Any fees assessed by the associated financial institutions as a result of insufficient funds (i.e. overdraft fees) are the sole responsibility of the IBO or Customer associated with the account.
- C. All individuals listed on the IBO Application and Agreement and/or Business Entity Form will be held jointly and severally liable for any outstanding amounts on the account.

SECTION 12: SALES REQUIREMENTS

- A. The PURE Compensation Plan is based on the ultimate sale of product to customers. IBOs must satisfy personal and group volume requirements, as well as other requirements as outlined in the Policies and Procedures and Compensation Plan, in order to qualify for commissions, bonuses, and rewards. In order for IBOs to be eligible for commissions, they must make an effort to develop or service users every Commission Period. IBOs do not have to be active to be eligible to earn Retail Commissions and Sponsor Bonus on his/her personally sponsored Customer orders.
- B. An IBO must comply with all qualifications and obligations defined for his/her Rank as specified in the Compensation Plan. These qualifications include, without limitation, Personal Volume, or all purchases made by the IBO and his/her Preferred/Retail Customers, and Group Volume (GV) requirements which include the total PV of all IBOs in a Downline Organization.
- C. An IBO shall not order product in excess of the IBO's actual immediate needs for resale or personal use. At the time of each order, an IBO must have sold or consumed at least 70% of previous inventory purchased from the Company before re-ordering. An IBO that receives commissions, bonuses or rewards and orders additional product agrees to retain documentation that demonstrates compliance with this policy and must be able to provide the documentation if requested by the Company or by any regulatory agency.
- D. At the time of sale, an IBO is required to provide the retail purchaser with two (2) copies of an official sales receipt. The receipt must include the date, the name and address of the seller, a complete list of products sold, their prices, and explain the buyer's right to cancel. Under applicable law, the buyer has the right to cancel within five (5) business days or eight (8) calendar days, whichever is greater, for a complete refund. An IBO must verbally inform the buyer of these cancellation rights and any other consumer protection rights afforded by national and local law. IBOs must maintain copies of sales receipts for a period no less than one year after the sale and must provide copies of sales receipts to the Company upon request.

- E. The Company is required to charge sales tax on all purchases made by IBO's Preferred Customers and Retail Customers. The applicable local sales tax rate will be determined based on the shipping address. An IBO may register as a withholding agent and, in doing so, must submit to the Company a "Sales and Use Tax Exemption Certificate" or equivalent document pertaining to the jurisdiction in which they reside to be considered tax exempt. Accordingly, the IBO will be responsible to collect and remit all taxes as required by law in the jurisdiction in which he/she resides.

SECTION 13: RETURN POLICY

A. General Provisions for Active IBO Accounts

The following general provisions apply for an IBO's return of product and sales tools. Where any state may require a different return policy, that state's return policy will apply. Return of product and sales tools for IBOs cancelling his/her business relationship with the Company is addressed in Paragraph B of this Section, entitled "Buy-Back Provisions".

1. IBOs may return any unopened product purchase and/or any sales tools that are still in resalable condition within ninety (90) days of receipt for a full refund credited (1) to the IBO's PURE account to be used toward future product purchases (less shipping and handling) or (2) to the original form of payment (less shipping and handling), provided that the IBO provides a receipt of any product to be returned. In addition, all product (including opened product) may be returned within thirty (30) days of receipt for a full refund credited (1) to the IBO's PURE account to be used toward future product purchases (less shipping and handling) or (2) to the original form of payment (less shipping and handling), provided that the IBO provides a receipt of any product to be returned.
 - a. The condition of any returned sales tools will be determined by the Company in its sole discretion.
 - b. All shipping and handling costs for the return of product will be borne solely by the IBO. In no event shall the Company refund shipping expenses for delivery of the returned product. Any damage or loss that occurs to returned product during shipping will be the sole responsibility of the IBO. Should product arrive to the Company damaged (thereby rendering it non-resalable), the Company will reject shipment. It is recommended that a reliable, traceable courier service be used for shipping.
 2. MANDATORY Return Authorization Procedure
 - a. In order for an IBO to obtain a refund for returned product, the IBO must do the following:
 1. Contact the Company to obtain an RMA number. This number is valid for ninety (90) days and should be clearly written, along with the IBO's return address, on the outside of the package being returned.
 2. Provide copies of the original order(s), receipt(s), and proof(s) of purchase.
 3. Clearly indicate in the return package the type of refund to be received, either a full refund credited to the IBO's account or a full refund credited to the original form of payment.
 4. Ship the product, prepaid, to the Company in a protective container or carton.
 - b. **PRODUCT RETURNED TO THE COMPANY WITHOUT PRIOR AUTHORIZATION WILL NOT QUALIFY FOR A REFUND AND WILL BE RETURNED TO THE IBO AT THE IBO'S EXPENSE.**
 - c. The Company reserves the right to reject repeated returns and/or replacements or to suspend or terminate the account if fraud or misuse of returns is deemed. Should an IBO fraudulently dispute his/her order with the Company, the IBO's account will be suspended and any fees charged by the issuing bank will be charged to the IBO.
 3. Defective Product
 - a. Product produced by the Company should not be consumed if the seal is broken or tampered with in any way. Product that is determined to be defective will be promptly replaced without charge. The IBO will not be responsible for shipping charges incurred in the return of defective product. The Company must be contacted within fifteen (15) days of receipt of the damaged product.
 4. Qualifying Purchases
 - a. If any product from a qualifying purchase is returned, the balance of the qualifying amount for the week must be repurchased in order to remain qualified with sufficient Volume, meaning if 100 PV is returned by the IBO, a negative 100 PV is placed on their account. In order to be active with 100 PV to take part in certain bonuses in the Compensation Plan, an additional 200 PV would need to be purchased to offset the negative PV amount. Large orders of two thousand (2000) PV or more cannot be returned without written permission from the Company in addition to the IBO obtaining an RMA number.
 - b. Commissions, bonuses or rewards which have previously been paid on returned product will be retracted by deducting the earned amount from any future commission, bonus or reward payments. IBOs are subject to adjustments of commissions, bonuses and rewards paid on product returned by IBOs in their Downline Organization. These provisions survive termination of the Agreement where applicable.
- B. Buy-Back Provisions following Termination of IBO Account
1. An IBO who cancels his or her business relationship with the Company, or has been involuntarily terminated, has the right to return for repurchase at full value all currently marketable inventory,

including product, company-produced promotional materials, sales aids and kits in possession of the IBO purchased by the IBO for resale within twelve (12) months of the date of termination. For purposes of this section, products shall not be considered "currently marketable" if returned for repurchase after the product's or sales aids' commercially reasonable usable or shelf life period has passed; nor shall products or sales aids be considered "currently marketable" if the Company clearly disclosed to the IBO prior to purchase that the products or sales aids are seasonal, discontinued, or special promotions and are not subject to the repurchase obligation.

2. Where any state may require a different buy-back policy than the Company's, that state's buy-back policy will apply. The following applies only to IBOs who are residents of the states listed below and are in addition to the refund policy set forth in the Policies and Procedures.
 - a. In Georgia: The Company will repurchase all unencumbered products, sales aids, literature, and promotional items which are in a reasonably resalable or reusable condition and which were acquired by the IBO from the Company. The repurchase shall be at a price not less than 90% of the original net cost to the IBO of the goods being returned. For purposes of this paragraph, "original net cost" means the amount actually paid by the IBO for the goods, less any consideration received by the IBO for purchase of the goods that is attributable to the specific goods being returned. Goods shall be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition at the time the goods are returned to the Company. Goods which are no longer marketed by the Company shall be deemed "resalable or reusable" if the goods are in an unused, commercially resalable condition and are returned to the Company within one year from the date the Company discontinued marketing the goods; provided, however, that goods which are no longer marketed shall be deemed not "resalable or reusable" if the goods are sold to an IBO as non-returnable, discontinued, or seasonal items and the non-returnable, discontinued, or seasonal nature of the goods was clearly disclosed to the IBO seeking to return the goods prior to the purchase of the goods by the IBO.
 - b. In Maryland: The Company will repurchase products that are in resalable condition at the price actually paid by the IBO for the products being returned within three (3) months of purchase.
 - c. In Massachusetts and Wyoming: The Company will (i) repurchase all unencumbered products in a resalable condition then in the possession of the IBO at a price of not less than 90% of the original net cost to the IBO returning such goods taking into account any sales made by or through such IBO prior to notification to the Company of the election to cancel, (ii) repay 90% of the original net cost of any services provided to IBO, and (iii) refund 90% of any other consideration the IBO paid to the Company in order to participate in the marketing program.
 - d. In Puerto Rico: The Company will (i) repurchase all unencumbered products in a resalable condition then in the possession of the IBO at a price of not less than 90% of the original net cost to the IBO returning such goods, (ii) repay 90% of the original net cost of any services provided to the IBO, and (iii) refund 90% of any other consideration the IBO paid to the Company in order to participate in the marketing program.
 - e. In Louisiana: The Company will repurchase all or part of any product that is in a resalable condition (i) at 90% of the original net cost to the IBO, and (ii) repay 90% of the original net cost of any services provided to the IBO, and (iii) refund 90% of any other consideration the IBO paid to the Company in order to participate in the marketing program.
 - f. In Montana: IBOs who are residents of Montana who cancel their participation in the Company within fifteen (15) days are entitled to a 100% refund of any consideration given to participate in the Company. Upon the request of a Montana IBO who decides to terminate participation in the Company, the Company will repurchase, at not less than 90% of the amount paid by the IBO, any currently marketable goods or services sold to the resident within twelve (12) months of the request that have not been resold or consumed by the resident. If disclosed to the Montana IBO at the time of purchase, goods or services are not considered currently marketable if the goods have been consumed or the services rendered or if the goods or services are seasonal, discontinued, or are special promotional items. Sales plan or operation promotional materials, sales aids, and sales kits are subject to this refund provision if they are a required purchase for the Montana IBO or if the IBO has received or may receive a financial benefit from their purchase.
- C. Return Policy for Preferred and Retail Customers
 1. A Retail Customer may return product to the IBO who is then responsible for issuing a refund to the Customer.
 2. Retail or Preferred Customers who order directly from the Company should contact the Company for authorization and return the product following the return procedures as outlined herein.
- D. Charge-backs
 1. In the event of a dispute between the IBO and its retail customer, the Company will investigate the dispute and resolve the issue. Resolution will be final and not subject to appeal. If the Company elects to refund payment to the Retail Customer to resolve the dispute, the IBO's account will be charged. If a customer submits the dispute to his/her credit card's issuing bank, and the resolution is not in favor

of the IBO, the IBO is responsible for any fees charged by the issuing bank. The Company reserves the right to reject repetitive returns or replacements.

2. Under no circumstance will any IBO charge back any credit card purchase. Any IBO who does so will immediately lose all credit card ordering privileges until the charges are replaced with certified funds and may have their account suspended or terminated if an erroneous charge is applied to an IBO's account. Any fees charged by the issuing bank will be charged to the IBO. The IBO should immediately contact the Company to initiate an investigation and resolution. The Company reserves the right to retract and claw back any and all volume associated with a disputed order.

SECTION 14: COMPENSATION PLAN, COMMISSIONS AND REWARDS

- A. To be eligible for certain commissions per the Compensation Plan and eligible for certain bonuses, rewards, recognition awards, and incentives, an IBO must be active, current with required fees, comply with the Terms and Conditions of the Agreement, and in good standing according to the terms and conditions contained herein, as determined at the sole discretion of the Company.
- B. Payments are made weekly to IBOs meeting the requirements of the Compensation Plan. Please refer to the PURE Compensation Plan for more detailed information.
- C. A new IBO's primary source of business income is derived from selling product at the retail price. The retail profit is the difference between the price the product is sold at and the wholesale price of the product (less shipping and handling).
- D. **An IBO is neither guaranteed a specific income, nor assured any level of profit or success. Because of the countless variables that may affect an IBO's ability to succeed in this field, it is impossible to accurately state what an IBO may or may not expect to achieve. Consequently, we do not and will not make any guarantee of success or income, whether explicit or implied, and past IBO testimonials as well as the information included in PURE's Income Disclosure Statement are only examples of what can be obtained as an IBO with PURE. Past results do not represent any indication of future success or earnings.**
- E. If an IBO believes errors have been made regarding commissions, rewards, bonuses or retractions, he/she must notify the Company within thirty (30) days of the error or incident in question. The Company will not be responsible for any errors, omissions, or problems not reported within this time period.
- F. Manipulation of the PURE Compensation Plan is not permitted and will result in disciplinary action which may include, but is not limited to, suspension and termination, at the sole discretion of the Company.
- G. Volume from any Autoship orders or sales cannot be transferred from one IBO to another, nor transferred from one reward/commission period to another.
- H. Commissions, bonuses, awards and rewards are paid in the name of the Business Entity listed on the IBO Agreement. When no Business Entity is listed, commissions, bonuses, awards and rewards are paid to the first name listed on the IBO Agreement. PURE Share rewards are issued in the primary officer's name of the Business Entity.
- I. An IBO authorizes the Company to deduct fees, fines, and/or penalties from the commissions, bonuses, awards and rewards of the IBO as deemed appropriate in accordance with Section 15 for violation of Policies and Procedures or of any part of the IBO Agreement at the sole discretion of the Company.
- J. In the event that a commission/bonus check must be reissued to an IBO, the Company will charge the IBO a fee of USD \$25. There is no charge for checks reissued due to Company error.
- K. Prior to being recognized as an official member of the Boardroom, an IBO must be in good standing with the Company. Eligibility will be determined by the IBO's adherence to the PURE Policies and Procedures.
- L. PURE has the right to alter or change the PURE Compensation Plan as deemed necessary and proper in its own sole and absolute discretion pursuant to the terms and notification requirements set forth herein.

SECTION 15: DISCIPLINARY PROCEEDINGS

- A. Reports of policy violations or other breaches of terms or conditions of the Agreement should be brought to the attention of the Company within ninety (90) days of the alleged policy violation. Delays in reporting may result in alleged violations being more difficult to investigate or substantiate and delays in reporting may subject the Company, its IBOs, and customers to increased risk or harm. Policy Violations should be submitted by IBOs who were affected by or otherwise witnessed the alleged violation. All reports of policy violations must be submitted to the Company in writing. In order to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.
- B. The Company will not intervene in disputes between IBOs unless there is an alleged violation of Company Policies. IBOs are encouraged to settle non-policy related disputes themselves.
- C. An IBO's rights under the Agreement are dependent upon his/her compliance and continued performance in accordance with the Terms and Conditions of the IBO Agreement. The Company, in its sole discretion, reserves the right to determine when a policy violation has occurred and to pursue remedial action, up to and including termination of the IBO's account as deemed appropriate. In the

event of a violation, the Company may take one or more of the following remedial measures:

1. Monitor the IBO's compliance with the Agreement for a specific period of time to ensure adherence to the terms of the Agreement.
2. Suspend the IBO's access to downline information, eligibility to receive commissions/bonuses/rewards, eligibility to sponsor new IBOs, etc.
3. Issue a written notification of the policy breach and the Company's intent to terminate the IBO's rights under the Agreement and/or proceed with further remedial action.
4. Require that the IBO take immediate corrective remedial action and offer additional assurances that the IBO will remain in compliance adherence to the Agreement.
5. Deny privileges to the IBO including, without limitation, participation in and/or promoting the PURE Compensation Plan, Sponsoring or placing other IBOs, ordering products and services, or participating in or attending Company sponsored events.
6. Exact a fine, the amount of which is determined by the Company to be consistent with the severity of the breach of the IBO Agreement.
7. Adjustment of the IBO's status or the reassignment of part or all of the Downline Organization.
8. Upon termination, the IBO must immediately cease to represent himself/herself as an IBO of the Company and comply with provisions listed below in section E. below entitled "IBO Effects of Expiration, Cancellation, and Involuntary Termination of IBO Accounts."

WHILE AN ALLEGED VIOLATION IS UNDER INVESTIGATION, THE COMPANY RESERVES THE RIGHT TO SUSPEND THE RIGHTS AND BENEFITS OF THE IBO, INCLUDING, WITHOUT LIMITATION, WITHHOLDING REWARDS, COMMISSIONS, BONUSES AND AWARDS, PARTICIPATION IN CONTESTS AND INCENTIVES, AND LIMITING SPONSORING RIGHTS.

The Company may request additional information from the IBO in relation to the alleged violation. The Company will then make a decision based on the information available and presented. The Company will evaluate each violation on a case-by-case basis and will make an appropriate decision based on all information available. Remedial actions may not be the same for similar violations. The Company will promptly notify the IBO of its decision. The IBO may appeal the Company's decision by notifying the Company, in writing, of its desire to request an appeal hearing. The IBO must exercise its appeal rights within thirty (30) days of being notified of the Company's decision. Commissions that accrue during an investigation by the Company and/or while an IBO's account is suspended pending investigation of alleged violations will be handled as follows:

1. If the IBO is terminated, then all accrued commissions are automatically forfeited and become the property of the Company.
 2. If the IBO is reinstated, accrued commissions will be paid to the IBO only after any suspension or probationary period has passed and the IBO is fully reinstated.
- D. An IBO terminated per Company decision must wait one (1) year before submitting a formal written request to reapply as an IBO.
- E. Effects of Expiration, Cancellation, and Involuntary Termination of IBO Accounts.
1. Certain provisions of the Agreement are intended to survive expiration of this Agreement, whether the expiry results from non-renewal, voluntary cancellation, or involuntary termination of the IBO Account. These include, without limitation, provisions regarding arbitration, non-competition, non-solicitation, intellectual property and Confidential Information covenants contained below and throughout these Policies and Procedures.
 2. Where state laws on termination are inconsistent with this termination policy, the applicable state law shall apply.
 3. Immediately upon expiration, nonrenewal or termination of the Agreement, the affected IBO:
 - a. Must remove and permanently discontinue the use of the Proprietary Marks, copyrighted materials and any signs, labels, stationery or advertising referring to or relating to any Company products, services or program;
 - b. Must cease representing himself or herself as an IBO of the Company and may not sell Company products;
 - c. Loses all rights to his or her position in the genealogy and Compensation Plan and to all future commissions, earnings and rewards resulting therefrom; and
 - d. Must immediately discontinue any use of and return, where applicable, the Company's Confidential Information, and take all action reasonably required by the Company relating to the protection of its Confidential Information and intellectual property.
 - e. Shall not work for, with or otherwise assist or be utilized in any capacity by any PURE IBO in the operation of his/her business. This includes, but is not limited to, performing any functions in sales, support, promotions, or in conducting meetings of any nature related to Company business.
 4. For one (1) year after termination/cancellation/expiration of the Agreement, an IBO may not directly or indirectly solicit, recruit, induce, or hire, or attempt to solicit, recruit, induce, or hire any IBO (whether active or inactive), employee, customer, supplier, or vendor of the Company as specifically provided and set forth in Section 4 of this Agreement.

SECTION 16: ADVERTISING AND RETAIL SALES

ADVERTISING AND RETAIL SALES- GENERAL PROVISIONS

- A. IBOs shall not repackage, alter or re-label any product.
- B. An IBO may not offer or promote any non-Company plans, products, incentives, opportunities or non-approved sales tools or branded apparel in conjunction with the promotion of Company products and/or opportunities.
- C. At Company-sponsored events, IBOs may not sell or promote non-Company products, sales tools, branded apparel or services or use any form of promotion deemed inappropriate by the Company.
- D. Company products may be sold at trade show events as long as the product is not sold or displayed with other non-Company products. All trade shows are at the IBO's expense and cannot compete with another IBO.
- E. An IBO may not sell product or promote the business opportunity through retail establishments. An IBO is also prohibited from selling product to any person whom the IBO knows or has reason to suspect will ultimately sell those products through retail establishments.
- F. Under limited conditions and as approved by the Company, in writing, an IBO may conduct PURE IBO activity through service-related establishments. At a minimum, the following conditions must be met to gain approval.
 - 1. No product banners, or other sales tools, may be displayed to the general public in a manner that would entice the public into the service-related establishment.
 - 2. The IBO provides ongoing support to his/her customers from the establishment.
 - 3. The IBO must submit a written request for classifying the establishment or business as a service-related entity and for approval to sell product within that entity. The Company alone has total discretion whether an establishment or business is a service-related entity and approved place for the sale of product.
- G. The Company's literature, images, logos and media are its intellectual property, whether or not they are formally registered as trademarked, copyrighted, or patented materials, and they may not be duplicated or used without written consent. See Paragraph O below – Use of Intellectual Property.
- H. The IBO is responsible for any verbal and written statements made regarding the Company that are not expressly contained in writing in the current IBO Agreement, or in advertising or promotional materials supplied directly by the Company. The IBO must indemnify and hold the Company harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business that may occur as a result of any unauthorized representation made.
- I. IBOs may not post, publish or distribute content that is unlawful, harassing, libelous, defamatory, slanderous, abusive, threatening, harmful, vulgar or obscene, as determined by the Company in its sole discretion, or which could give rise to civil liability or otherwise violates any applicable local, state, national or international law or regulation. All communications shall respect the rights, opinions and sensitivities of others.
- J. An IBO may not advertise Company products at less than wholesale price. Additionally, no bulk pricing or special enticement advertising is allowed. This includes, but is not limited to: offers of free membership, free shipping or other such offers that grant advantages beyond those available through any IBO's official, personal website provided by the Company.
- K. All media inquiries must be immediately referred to the Company. Any IBO that violates this rule is subject to immediate termination.
- L. An IBO may not use a celebrity endorsement without written approval from the Company and the specific, prior, written approval of the endorsing celebrity for each use of the celebrity's name and/or likeness.
- M. An IBO may sell or facilitate the sale of product on only the Company website or the personal website provided by the Company. IBOs may not sell or facilitate the sale of product on any IBO created websites, or other Internet sites, including sites where an auction is an option for selling or buying, regardless of the method of their transaction. (Such sites include, but are not limited to, eBay, Craigslist, Amazon, etc.). An IBO may not use a third party to place product on other Internet websites.
- N. An IBO may advertise by means of newspaper advertisements, T.V., radio, phone book listings, Internet sites, internet search engines, and/or e-mail advertisements. All such advertisements must be business-generic, include "Independent Business Owner", and must be submitted to the Company for approval prior to use. Advertisements may not include the Company's trademarks.

BROADCAST FAXES AND ELECTRONIC COMMUNICATIONS

- 1. All advertisements sent via email, telephone, or fax must comply with all anti-spamming laws of the state and country in which the intended recipient resides. The IBO is under obligation to research and comply with all laws concerning unsolicited commercial emails, text messages, or other communications to any electronic address and telephone messages. An "electronic address" includes, without limitation, any address used in connection with the transmission of an electronic message to an electronic mail account, an instant message account, a telephone account or any similar account.
- 2. Spamming or distribution of unsolicited emails to persons with whom he/she have no prior or existing personal or business relationship is prohibited. IBOs must comply with all laws, rules and regulations regarding electronic communications including, without limitation, US federal and CAN SPAM regulations.

3. Under United States law, it is unlawful "to use any telephone, fax machine, computer or other device to send an unsolicited advertisement. Electronic mail advertisement means any email message, the principal purpose of which is to promote, directly or indirectly, the sale or other distribution of goods or services to the recipient." (CAN-SPAM Act of 2003.).
 4. IBOs must provide a mechanism for recipients to withdraw consent, i.e., "opt-out", to receive such communications.
 5. Note that in some countries, including Canada, IBOs must also provide intended recipients with a mechanism to "opt-in" to receive such communications. IBOs are responsible for researching and complying with the laws and regulations of the countries in which the intended recipient resides.
 6. IBOs may not sell, trade or use Customer or site user information, except in connection with the Company's products or the Company's income opportunity. IBOs sharing personal information collected on-line shall provide Customers with an opportunity to prohibit the dissemination of such information, and if any Customer requests that his/her personal information not be shared, IBOs shall refrain from sharing such information. IBOs shall provide Customers the option to terminate any further communication between the IBO and the Customer. If any Customer requests that an IBO cease communication, the IBO shall immediately stop communicating upon such request. IBOs may not distribute content by use of distribution lists or to any person who has not given specific permission to receive such content.
- O. Use of Intellectual Property
1. The Company's name, literature, images, logos, media, trademarks, service marks and copyrighted materials are exclusively owned by and constitute the property of the Company and/or its affiliates. The use of the trademarks, service marks and copyrighted materials by IBOs must be approved in writing by the Company prior to use and must be in strict compliance with these Policies and Procedures. Any and all goodwill associated with the trademarks, service marks and copyrighted materials (including goodwill arising from IBO's use) inures directly and exclusively to the benefit of the Company and is also the property of the Company. On expiration or termination of this Agreement, no monetary amount shall be attributable to any goodwill associated with any IBO's use of the trademarks, service marks or copyrighted materials.
 2. An IBO may not use the Company's trademarks or any confusingly similar variations of its trademarks that is likely to cause confusion, mistake, or deception as to the source of the products or services advertised, except as expressly authorized by these Policies and Procedures. This includes without limitation, use of marks in a business name; email address; internet domain, sub-domain or profile name, except in the sub-domain of the IBO personal websites provided by the Company; telephone number or any other address or title, without prior written approval from the Company. This provision also includes the body of IBO created websites or other promotional material, without limitation. Any IBO wishing to use such trademarks must submit a written request to the Company for approval to use the mark and must sign a waiver granting the Company ownership over the trademark and authority to stop the use of the trademark at the sole discretion of the Company. These provisions survive the termination of the IBO Agreement. See paragraph 16. P. below for further details on using individual IBO websites.
 3. Requests to create sales tools, branded apparel and SWAG must be submitted to the Company in writing. Requests will be reviewed and approved on a case-by-case basis in the reasonable discretion of the Company. IBOs must receive the Company's written approval for all content prior to use.
- P. Websites
1. Company-Owned Websites
The Company maintains an official corporate website and makes available a personal website for all IBOs. IBO personal websites provided by the Company link directly to the corporate website and facilitate the Sponsorship of other IBOs and signup of Preferred or Retail Customers.
 - a. IBOs with personal websites must maintain the confidentiality of Customers and site users by complying with the privacy laws of each jurisdiction from which the consumer information is received.
 - b. IBOs may not use any misleading or deceptive tactics (as determined by the Company, in its sole and absolute judgment) in online advertisements, search engine advertisements, or in order to improve their index preference with search engines for their personal websites provided by the Company. The corporate website www.livepure.com must be the first search result when an internet browser makes a query using the Company's name, trademarks or brands. IBOs are prohibited from using any advertisements that would interfere or compete with the corporate website. IBOs may not use the Company's name, trademarks or brands in any online advertisements, search engine advertisements, Pay-Per-Click Ads, Sponsored Links, click through advertising or otherwise.
 2. IBO Created Websites
IBOs may create and maintain their own website, blog, social media, or other Internet site (Facebook, Twitter, YouTube, etc.), collectively "IBO created websites" provided the IBO adheres to the Policies

listed below.

- a. Prior to use, an IBO must notify the Compliance Department in writing and submit the IBO created website for review and receive written approval to display the website. The Compliance Department will review the IBO created website for conformance to Company Policies and Procedures. An IBO's website and content, and any subsequent changes, must conform to Company Policies and Procedures as well as applicable laws and regulations. IBOs are liable for any changes made subsequent to the review and approval, and for any damages resulting from websites that do not adhere to Company Policies and Procedures or applicable laws and regulations.
 - 1) The IBO will prominently identify the website as an "Independent Business Owner Website."
 - 2) To protect Company Intellectual Property rights, IBOs will use the appropriate intellectual property marks and product descriptions where referencing the Company name, trademarks, copyrights, product names, and ingredients in their individual IBO created website, and will adhere to the provisions for use of Company Intellectual Property described in paragraph 16 O above.
 - 3) IBOs may not use third parties' trademarks, trade names, or product names (or any variations thereon) in domain names (URLs), the titles for any pages or text within their individual IBO created websites (including, but not limited to home pages), email addresses or Meta tags, unless they have obtained prior written consent from the owner.
 - 4) IBOs may not use any misleading or deceptive tactics (as determined by the Company, in its sole and absolute judgment) in order to improve their index preference with search engines for their individual IBO created websites.
 - 5) IBO created websites may not state claims and may not contain any content (including but not limited to text, testimonials, attachments, links, Third Party Material, audio, videos, photos or otherwise) which suggests or implies that the Company's products or product ingredients are intended to prevent, treat, cure or mitigate a disease or ailment. IBO created websites may not link to or frame, any third-party websites or material containing such claims. IBOs may not bid on key words, advertise on websites, or utilize search parameters that address specific diseases. IBOs may not use disease names or ailments in the URL address, domain name, Hyper Text Markup Language, meta-tags, key words, search and source code, etc.
 - 6) The Company privacy policy applies to all IBO created websites. All personal information gathered from IBO created websites must be protected from being sold or used by any other party.
 - 7) An IBO may not sell or facilitate the sale of product on his or her IBO created website or other Internet sites, including sites where an auction is an option for selling or buying, regardless of the method of their transaction. (Such sites include, but are not limited to, eBay, Craigslist, Amazon, etc.). An IBO may not use a third party to place product on other Internet websites.

SECTION 17: CLAIMS AND WARRANTIES

- A. IBOs shall not make any representation or sales offer related to the products and services that are not accurate and truthful as to price, grade, quality, performance and availability.
 1. **IBOs shall not make any statements regarding actual, implied or potential income figures (except as specifically authorized and specified in the Company's published Income Disclosure Statement, and Compensation Plan) and shall not make income guarantees of any kind.**
- B. The IBO shall not make any claims (whether oral, written or electronic form) as to the therapeutic, curative or beneficial properties of any PURE Company product, except those found in authorized Company literature.

This includes any expressed or implied statements that:

 1. Any Company product is intended to diagnose, treat, cure or prevent any disease or ailment.
 2. Any ingredient or combination of ingredients will have results other than what is scientifically known and accepted.
 3. An IBO shall not make any expressed or implied medical claims relating to Company product or, under any circumstance specifically prescribe any product as suitable for the treatment of any particular ailment. As an IBO, you acknowledge that Company products are not a substitute for a doctor's care or standard of care in the treatment or prevention of a specific disease, and you shall not make representations to the contrary.
- C. IBOs shall not discuss or make warranties, representations or other statements except those found in the literature distributed by the Company.
- D. No IBO shall imply that the promotion, operation or organization of the Company has been approved, sanctioned or endorsed by any governmental regulatory authority. No IBO shall claim or imply that any Company product is approved by the FDA. The FDA does not require or grant specific approval for individual nutritional products, nor are such products intended to diagnose, treat, cure or prevent

- any disease.
- E. Notwithstanding any other provision in the IBO Agreement, the IBO shall not:
1. Knowingly make, or cause or permit to be made, any representation relating to the Company's program or to the products which is false or misleading.
 2. Knowingly omit, or cause or permit to be omitted, any material particular relating to the Company's program or to the products.
 3. Knowingly engage in, or cause to permit, any conduct that is misleading or likely to mislead as to any material particular relating to the Company's program or to the products; or
 4. In promoting the Company's program or the products, use, or cause or permit to be used, fraud, coercion, harassment, or unconscionable or unlawful means.
- F. IBO's shall be personally responsible for all liability and consequences of their violation of these provisions, and they agree to indemnify and hold the Company harmless for any damage incurred by the Company as a result of any such violation.

SECTION 18: CONFIDENTIALITY AND PROPRIETARY INFORMATION

A. General Provisions

During the term of the Agreement, the Company may supply to IBOs confidential information ("Confidential Information"), including, but not limited to the Company's genealogical and Downline information and proprietary sales force reports (including the Advanced Genealogical Reports specified herein), Retail and Preferred Customer lists and information, IBO lists and information, trade secrets, manufacturer and supplier information, business reports, commission or sales reports, promotional ideas and marketing tools, products and/or research related to actual or anticipated research, Company data, Company documents and such other financial and business information which the Company deems as confidential. All such Confidential Information (whether oral or in written or electronic form) is proprietary and confidential to the Company and is transmitted to IBOs in strictest confidence for use solely in IBOs' business with the Company. IBOs must use their best efforts to keep such information confidential and may not disclose any such information to any third party, directly, or indirectly except in strict accordance with the Agreement and these Policies and Procedures. IBOs may not use Confidential Information to sell products or services other than the Company's products and services or in connection with any other business during the term of and after termination of the Agreement. Upon nonrenewal or termination of the Agreement, IBOs must immediately discontinue all use of the Confidential Information and if requested by the Company, promptly return all materials in their possession to the Company within five (5) business days of request at their own expense.

B. IBO and Customer Information

1. All information provided by an Applicant in the IBO Application and Agreement will be used solely for the purposes of establishing the Applicant as a PURE IBO and for activities and uses related to the Applicant's PURE IB. For each country, the Company and IBO will abide by the terms of any applicable rider for that country.
2. The IBO authorizes the Company to disclose his/her provided contact information to Upline Sponsors. Such information may be used only for PURE related business. Accordingly, the Upline Sponsor and those in the Upline tree understand and agree:
 - a. That the information is provided for the exclusive and limited use of the Upline to facilitate the training, support and servicing of the IBO's Downline Organization for furtherance of Company-related business only.
 - b. Not to use the information to compete with the Company directly or indirectly.
 - c. That this information is, and remains, the sole property of the Company.
 - d. That any misuse or misappropriation of Confidential Information is a breach of the IBO Agreement.

C. Supplier Information

The Company's business relationships with its vendors, manufacturers or other suppliers are confidential. IBOs must not contact, directly or indirectly, speak or communicate with any supplier or manufacturer of the Company except at a Company sponsored event at which the supplier or manufacturer is present at the request of the Company.

D. Advanced Genealogical Reports

1. The Company desires to protect you, other IBOs, and itself from unfair and inappropriate competition. The Company provides you access and viewing of your Sponsor Tree and Binary Tree through the Virtual Office. The Sponsor Tree and any other distributor lists, including but not limited to: all distributors; organization lists; names; addresses; email addresses; telephone numbers contained in the PURE database, in any form, including, but not limited to: hard copies, electronic or digital media (collectively the "Advanced Genealogy Reports") are our confidential and proprietary property. The Company has derived, compiled, configured, and currently maintains the Advanced Genealogy Reports through the expenditure of considerable time, effort, and monetary resources. The Advanced Genealogy Reports, in present and future forms, constitute commercially advantageous proprietary assets and trade secrets which you shall hold in confidentiality. You agree that in the absence of your agreement to hold this information in strict confidentiality and your agreement not to disclose it, except as allowed herein, the

- Company would not provide the Advanced Reports to you. Your right to disclose the Advanced Genealogy Reports and information contained therein and other IBO information maintained by the Company is expressly reserved by the Company and may be denied at its sole discretion.
2. Genealogy Reports shall not be disclosed by you to any third party or used for purposes other than the performance of your obligations under the Agreement and for our benefit without our prior written consent.
 3. You shall not, on your own behalf or on behalf of any other person:
 - a. Directly or indirectly disclose any information contained in any Genealogy Reports to any third party.
 - b. Directly or indirectly disclose the password or other access code to your Genealogy Reports.
 - c. Use the information to compete with us for any purpose other than promoting your PURE business.
 - d. Recruit or solicit any IBO listed on any Genealogy Reports or seek to induce them to engage in any activity that competes with PURE, or in any manner attempt to influence or induce any IBO to alter his or her business relationship with the Company, except as specifically provided in this Agreement.
 4. Upon the Company's demand and always upon termination of the Agreement, you shall return to the Company the original, and all copies of all Genealogy Reports and confidential or trade secret information acquired from the Company (whether paper or electronic) that is in your possession or subject to your control.
 5. In the event you breach any of the Policies or Procedures of this subsection on Advanced Genealogy Reports, the Company may terminate your IBO Agreement and may seek injunctive relief to prevent irreparable harm to the Company or any of its IBOs. The Company may also pursue all appropriate remedies under applicable law to protect its rights to Genealogy Reports. Failure to pursue such remedies will not constitute a waiver of those rights.
- E. Each IBO agrees that (i) the provisions contained in this section are reasonable and necessary to protect the legitimate interests of PURE; (ii) PURE would not have accepted the IBO's Application in the absence of the IBO's agreement to such provisions; and (iii) the IBO's breach or threatened breach of such provisions would cause PURE irreparable harm and significant injury, the amount of which would be extremely difficult to estimate and ascertain and thus making any remedy at law or in damages inadequate. Each IBO therefore agrees that PURE shall be entitled, without the necessity of posting of any bond or security, to the issuance of injunctive relief by a court or arbitrator of competent jurisdiction as provided in these Policies and Procedures, enjoining any breach or threatened breach of such provisions and for any other relief such court deems appropriate. This right shall be in addition to any other remedy available to PURE at law or in equity.

SECTION 19: UNAUTHORIZED TERRITORIAL EXPANSION

- A. IBOs are not permitted to operate in any country or market that is not officially announced by the Company as open for business. This includes shipping or importing products, sales tools or services into an unauthorized country, unless the product is designated for personal use. A listing of the countries opened for business will be placed on the Company website (www.LivePure.com), as well as the Virtual Back Office (VBO). The Company reserves the right to refuse shipment into any country or jurisdiction that is not deemed open by the Company.
- B. An IBO has no authority to take any steps in any country or other political jurisdiction to introduce or further the Company's business. This includes conducting sales, Sponsorship or training meetings, Sponsoring or attempting to Sponsor potential Customers or IBOs, or conducting any other activity for the purpose of selling the Company's products or promoting the PURE Opportunity. An IBO may not export nor sell directly or indirectly to others who will ultimately export products and services to any unauthorized country. The Company recognizes no exclusive territories. IBOs will not be limited from conducting business in any state, country or jurisdiction declared officially opened by the Company and within which the IBO is legally qualified to do business.
- C. An IBO has no authority to take any steps in any country to: register or reserve Company names, domain names, trademarks, or trade names; to secure approval for products or business practices; to establish business or governmental contacts of any kind on behalf of the Company. An IBO agrees to assign immediately any registration of Company names, trademarks, service marks or trade names registered or reserved in violation of this section to the Company.
- D. Each country has rules and procedures unique to that country. IBOs must follow the rules established for legal operation in the country in which they reside or in which they conduct business.
- E. The Company prohibits IBOs from translating any Company produced materials from English into other languages.

SECTION 20: GENERAL BUSINESS INFORMATION

- A. By executing the Agreement, each IBO grants to the Company and its affiliates and agents the absolute, perpetual and worldwide right and license to use, to record, photograph, publish, reproduce, advertise, display, edit, and sell in any manner for all purposes, his/her name, photograph, likeness, voice testimony, biographical information, image and other information related to the IBO's business with the Company (collectively the "Likeness") in marketing, promotional, advertising and training materials, whether in print, radio or television broadcasts (including cable and satellite transmissions) audio and videotapes on the

Internet or in other media ("Publicity Materials") for an unlimited number of times without compensation, in perpetuity. Each IBO waives any right to inspect or approve any Publicity Materials including or accompanying his/her Likeness. Each IBO further releases the Company from any liability or obligation that may arise as a result of the use of his/her Likeness, including without limitation, claims for invasion of privacy, infringement of right of publicity and defamation (including libel and slander). An IBO may withdraw his/her authorization of any use of his/her Likeness that has not already been publicized by providing written notice to the Company. IBOs agree that any information given by an IBO, including his/her testimonial, is true and accurate.

- B. The Company, from time to time, may provide IBOs information regarding services available to IBOs provided by unaffiliated third parties with respect to commission processing, debit and credit cards, banking and merchant accounts and other transactions. In no event shall the Company be liable for the failure of an IBO to obtain or qualify for such services, the use or misuse of information provided by an IBO to such third party or the suspension or termination of such services or the withholding of funds by such third party.
- C. Arbitration
 - 1. Any controversy, dispute, or claim arising out of or relating to the Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate and any claim or attempt to set aside this arbitration provision on any ground, including but not limited to fraud, unconscionability, mistake, **SHALL BE RESOLVED SOLELY AND EXCLUSIVELY BY ARBITRATION** in accordance with the Federal Arbitration Act and administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All arbitration proceedings shall be held in the City of Frisco, Texas, unless the laws of the state in which an IBO resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. All parties shall be entitled to all discovery rights and remedies pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference for an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. The arbitrator shall in no event have the authority to adjudicate class action claims. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. A party's failure or refusal to timely pay all arbitration costs and expenses shall be deemed a material breach, and the non-breaching party shall be entitled to entry of a default judgment of liability based thereon for all damages established. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.
 - 2. Nothing in these Policies and Procedures shall prevent PURE from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect PURE's interests prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
 - 3. Notwithstanding the foregoing, the arbitrator shall have no obligation or jurisdiction over disputes relating to the ownership, validity or registration or any mark of other intellectual property or proprietary or confidential information of the Company, without the Company's written consent. The Company may seek any applicable remedy in any applicable forum with respect to these disputes. In addition to monetary damages, the Company may obtain injunctive relief against a Representative in violation of the Agreement, and for any violation of misuse of the Company's trademark, copyright or confidential information policies.
 - 4. Nothing in this rule shall prevent the Company from terminating the Agreement. Nothing contained herein shall be deemed to give the arbitrator any authority, power, right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Policies or Procedures, Compensation Plan or any other part of the Agreement.
 - 5. Governing Law, Jurisdiction and Venue
 - a. Jurisdiction and venue of any matter not subject to arbitration shall reside in Collin County, State of Texas unless the laws of the state in which a Representative resides expressly require the application of its laws. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Texas shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a Representative resides expressly require the application of its laws.
 - b. Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.
- D. Waiver of right to trial by jury
 - 1. **THE COMPANY AND THE IBO WAIVE ALL RIGHTS TO TRIAL BY JURY.**
- E. Any provision of these Policies and Procedures, which, by its terms, is intended to survive termination or expiration of the Agreement shall so survive, including, without limitation, the arbitration, non-competition, non-

- solicitation, trade secrets and confidential information covenants contained in the Policies.
- F. The Company shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as acts of terrorism, natural disasters, strikes, labor difficulties, fire, war, acts or omissions of third parties, disruptions in communication systems, government decrees or orders, or curtailment of a party's usual source of supply.
 - G. THE COMPANY IS NOT RESPONSIBLE OR LIABLE FOR MAINTAINING ANY IBO OR CUSTOMER DATA OR FOR THE DELETION, CORRUPTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE OF ANY IBO OR CUSTOMER DATA OR FOR ANY THIRD-PARTY ACCESS TO ANY IBO OR CUSTOMER DATA.
 - H. All information provided by us, including but not limited to Personal and Group sales Volume (or any part thereof), and Downline Sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors (including but not limited to: the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card; and electronic check charge-backs) the information is not guaranteed by us or any person(s) creating or transmitting the information. To the extent allowed by law, all personal and group sales volume information is provided "as is" without warranties, expressed 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, we and/or other persons creating or transmitting the information will in no event be liable to you or anyone else for any direct, indirect, consequential, incidental, special or punitive damages that arise out of the use of or access to personal and group sales volume information (including but not limited to: lost bonuses; loss of opportunity; damages that may result from inaccuracy, incompleteness, inconvenience, delay or loss of the use of the information), even if we 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, we or other persons creating or transmitting the information shall have no responsibility nor 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.
 - I. EXCEPT AS EXPRESSLY MADE BY THE COMPANY IN WRITING, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, NON-INFRINGEMENT OR ANY OTHER WARRANTY ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH THE COMPANY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS AND SERVICES OF THE COMPANY ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." THE COMPANY DOES NOT WARRANT THAT ITS PRODUCTS OR SERVICES WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS OR THAT ON-LINE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE COMPANY DOES NOT WARRANT THAT ANY WEBSITE OPERATED, SPONSORED OR HOSTED BY THE COMPANY OR ANY OF ITS AFFILIATES WILL BE UNINTERRUPTED OR FREE FROM ERROR. THE COMPANY IS NOT RESPONSIBLE FOR INTERRUPTED, INACCESSIBLE OR UNAVAILABLE NETWORKS, SERVER, SATELLITES AND/OR SERVICE PROVIDERS; OR FOR MISCOMMUNICATIONS, FAILED, JUMBLED, SCRAMBLED, DELAYED OR MISDIRECTED COMPUTER, TELEPHONE OR CABLE TRANSMISSIONS; OR FOR ANY TECHNICAL MALFUNCTIONS, FAILURES OR DIFFICULTIES.
 - J. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR, AND IBOS HEREBY RELEASE THE FOREGOING FROM, AND WAIVE ANY CLAIM FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS OR LITIGATION) WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO (I) THE COMPANY'S PERFORMANCE, NON-PERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP, (II) USE OR MISUSE OF ITS PRODUCTS OR SERVICES, (III) THE BREACH BY AN IBO OF THE AGREEMENT OR ANY APPLICABLE LAW OR THE OPERATION OF THE IBO'S BUSINESS, (IV) ANY INCORRECT OR WRONG DATA OR INFORMATION PROVIDED BY THE IBO OR ANY LOST OR INCORRECT DATA BY THE COMPANY, OR (V) OTHER MATTERS BETWEEN ANY IBO AND THE COMPANY, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IBOS are responsible for their own actions, including all statements, written or oral, related to the Company and its products and services. You agree to indemnify and hold the Company harmless against all liability, judgments, civil penalties, refunds, attorneys' fees, court costs, criminal penalties, and any other business or other loss incurred by the Company as a result of your non-compliance with the terms and conditions of the IBO Agreement.
 - K. All provisions of this subsection shall survive termination of the IBO Agreement.

SECTION 21: DEFINITIONS

Authorized Country: Any country designated in writing or on the Company website, as officially open for business to all IBOs.

Autoship: Autoship is offered for convenience and allows Customers and IBOs to select their favorite products to be shipped to them automatically based on a customized delivery schedule. The products and/or delivery schedule can be changed to fit individual needs.

Boardroom: A Leadership rank within the PURE Compensation Plan that includes the ranks of Presidential Black Diamond, Chairman Black Diamond, Ambassador Black Diamond, and Crown Diamond. See the PURE Compensation Plan for rank qualification details.

Company: Is used throughout this Contract to mean PURE Gen Holdings, Inc. ("PURE") or the affiliate entity indicated in the Independent Business Owner's Application and Agreement, or Preferred Customer Application and Agreement, if different.

Business Entity: Any type of business association authorized under the laws of the jurisdiction in which it was organized. This includes, but is not limited to, legally formed corporations, partnerships, trusts, proprietorships, and limited-liability companies.

Downline Organization: An organization comprised of IBOs who have been personally sponsored or Sponsored by those in a direct chain of Sponsorship to any particular IBO (and which became part of the Company's proprietary sales force based on the Company's development, support, and substantial investment).

PURE Opportunity: The possibility for success and advancement through participation in the Compensation Plan to build an Independent Business.

PURE Policies and Procedures: The policies governing how an IBO is to conduct aspects of his/her business relating to the Company's products and services as set forth in this document and defining all rights and relationship of the parties.

PURE Compensation Plan: The specific plan utilized by the Company that details the requirements and benefits of the PURE commission/bonus structure for IBOs.

Group Volume (GV) An accumulation of all commissionable Volume in a Downline Organization. Used in the qualification of an IBO.

IBO Activity: Actions deemed by the Company, at its sole discretion, to be a meaningful promotion of the Company's business. Including, but not limited to: signing an IBO Agreement; purchasing products from or returning products to the Company; selling or displaying product; sponsoring new Customers or IBOs; hosting or presenting in a Company-related meeting.

IBO Agreement: The application and agreement submitted by an applicant to become an IBO. In signing the IBO Agreement, an applicant certifies that it has read and will abide by the terms and conditions of the Contract.

IBO Contract: The agreement between an IBO and the Company comprised of these Policies and Procedures, the Compensation Plan, IBO Agreement, Business Entity form, and other international agreements. The Contract is the complete and only agreement between the Company and an IBO.

IBO Commissions and Bonuses: Compensation paid by the Company to an IBO based on the Volume of products sold by an IBO and his/her Downline Organization. To be eligible for any commissions or bonuses, an IBO must have achieved the weekly requirements currently in effect as detailed in the Compensation Plan and must be in good standing with the Company.

Independent Business (IB): The entity created when an IBO is sponsored. This may consist of more than one Individual or one Business Entity/Partnership.

Independent Business Owner (IBO): A Person or Business Entity which has entered into the Contract with the Company. An IBO is authorized to purchase and retail Company products and services, recruit other IBOs, and participate in the Compensation Plan, as qualified. If more than one individual is listed on the IBO Agreement, the "IBO" may refer to all individuals collectively, with each retaining all IBO rights and obligations.

Incentive Bonus: A bonus awarded for achieving incentive qualifications for limited time incentives offered by the Company. Incentive Bonuses are offered in addition to the bonuses IBOs can obtain through the Company's Compensation Plan. Incentive qualifications and terms and conditions are published on the Company's website.

Initial Order: The first purchase with PV made by any IBO, Preferred Customer or Retail Customer Sponsoring with the Company.

Member: An individual who purchases products for personal or family use and is entitled to receive a discount on the suggested retail price of products as a result of paying an annual membership fee. (As of January 1,

2019, Member status is no longer available upon enrollment. Existing Members are grandfathered in the program and will retain all benefits.)

Personal Volume (PV): Volume consisting of the personal product purchases made by the IBO and/or product sales to Preferred Customers and any Retail Customers the IBO has personally sponsored. An IBO is not paid commissions/bonuses on his/her PV. PV is strictly used for personal qualification requirements within the Compensation Plan.

Preferred Customer: An individual who creates an account with PURE and purchases products for personal or family use and is entitled to receive a 25% discount on the suggested retail price of all purchases.

Product Volume (PV): The amount of volume assigned to each product.

PURE Share: Reward issued to qualified participants of the PURE Shares Plan promotion. See the PURE Shares Plan Official Rules and Terms and Conditions posted in the Virtual Back Office for complete details.

Rank: The current Level of the IBO according to the Compensation Plan. The Rank of an IBO fluctuates, is contingent upon qualification, and determines commissions/bonuses for the IBO on a weekly basis.

Retail Customer: An individual who purchases product directly from an IBO, or through the Company for personal or family use at the current retail price.

Rewards: Rank advancements, awards from contests, programs, incentives and promotions, PURE Shares, certificates, etc.

Sponsor: An IBO who personally brings another IBO, Preferred Customer, Retail Customer or Member into the company. Any IBO standing as the Upline to other IBOs directly underneath it in the Sponsor Tree IBO Downline Organization.

Lifetime Rank: The highest level/rank achieved in accordance with the requirements of the Compensation Plan.

Upline: The single line of Placement and/or Sponsorship extending up from the IBO to the Company.

Volume: A value assigned to an item for commission/bonus purposes.

Virtual Back Office (VBO): Offered to IBOs to help them with their business operations. It can be accessed from the Company website by using their unique username and password.

Wholesale: The price the Company charges an IBO for products.