



FERMAGLO

POLICIES AND PROCEDURES

NOTICE: THIS AGREEMENT IS SUBJECT TO ARBITRATION

UPDATED MAY 29, 2025

## SECTION 1: THE COMPANY

FermaGlo, Inc. and its successors and assigns, as applicable, (“FermaGlo” or the “Company”) is a clean haircare, and skincare, allowing individuals to become entrepreneurs through the direct sales of FermaGlo’s products. Founded by Toni Vanschoyck, FermaGlo is committed to offering life-changing, clean hair care, and skincare.

## SECTION 2: POLICIES AND PROCEDURES INCORPORATED INTO BRAND CONSULTANT AGREEMENT

These Policies and Procedures in their present form and as amended from time to time at the sole discretion of FermaGlo (the “Policies and Procedures”), are incorporated into and form an integral part of the Business Partner Agreement, which sets forth FermaGlo’s and each Business Partner’s legal rights and obligations. Throughout these Policies and Procedures, where the term “Business Partner Agreement” or “Business Partner Agreement” is used, it refers to the legally binding agreement between FermaGlo and each Independent Business Partner (“Business Partner”), consisting of (i) a properly completed and submitted Business Partner Application that has been accepted by FermaGlo in its sole discretion; (ii) these Policies and Procedures that are incorporated into and form an integral part of the Business Partner Agreement; and, if applicable, (iii) a properly completed Business Entity Registration Form that has been accepted by FermaGlo in its sole discretion. In the event of any conflict between the applicable Business Partner Application or the Business Entity Registration Form and these Policies and Procedures, the Policies and Procedures shall control. It is the responsibility of each Business Partner to read, understand, adhere to, and ensure that they are aware of and operating under the most current version of these Policies and Procedures. The FermaGlo Policies and Procedures can be found on the FermaGlo Website. FermaGlo may amend these Policies and Procedures and thereby amend the Business Partner Agreement in its sole discretion, which shall be exercised reasonably and in good faith. Notice of any substantive changes will be provided to all Business Partners by email and posted on the website. The amended Policies and Procedures will become effective thirty (30) days after notice is provided, or as of the “Effective Date” appearing at the top, whichever is later, at which time the final amended policies will be posted on the FermaGlo Website at [www.fermaglo.com](http://www.fermaglo.com). Amended provisions shall not apply retroactively to conduct that occurred prior to the Effective Date of the amendment(s) except where indicated. Business Partners are responsible for reading their emails and Company newsletters and for regularly reviewing FermaGlo publication for notices of substantive changes to the Policies and Procedures. Business Partners’ continued participation in the Program following the Effective Date of the amended Policies and Procedures constitutes acceptance of any changes or additions.

NOTWITHSTANDING ANYTHING TO THE CONTRARY ABOVE, ANY AMENDMENT BY FERMAGLO TO THE DISPUTE RESOLUTION AGREEMENT IN SECTION 17 HEREIN SHALL ONLY TAKE EFFECT UPON A CONSULTANT’S EXPRESS AGREEMENT TO SUCH AMENDMENT. A CONSULTANT MAY INDICATE THEIR AGREEMENT TO SUCH PROPOSED



AMENDMENT BY FOLLOWING THE INSTRUCTIONS ACCOMPANYING THE PROPOSED AMENDMENT THAT WILL APPEAR WHEN LOGGING IN TO THE FERMAGLO CORPORATE WEBSITE OR THE CONSULTANT'S PERSONAL WEBSITE. FERMAGLO MAY TERMINATE THE CONSULTANT AGREEMENT OF ANY CONSULTANT WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION AGREEMENT IN SECTION 17 WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE AMENDMENT. ANY SUCH AMENDMENT SHALL APPLY TO ALL CLAIMS BROUGHT BY FERMAGLO OR THE CONSULTANT ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH CLAIM.

FermaGlo is deeply committed to ethical business practices and doing the right thing. It is the Company's expectation that, as the face of FermaGlo, Business Partners review and uphold the FERMAGLO Business Partner Code of Business Ethics, which is included in the Business Partner Agreement and which is also available on the FERMAGLO Website at [www.fermaglo.com](http://www.fermaglo.com). The mutual success of FermaGlo and its Business Partners relies on the Business Partners' understanding and execution of these Policies and Procedures, as well as all laws and regulations that apply to each Business Partner's FermaGlo Business Partner Agreement. The Business Partner Code of Business Ethics is designed to protect Business Partners and their businesses, the FermaGlo brand, and, importantly, all consumers, including any potential and existing Customers or Business Partners.

### SECTION 3: BUSINESS PARTNER STATUS

#### 3.1 Business Partner Eligibility

As of April 1, 2025, FermaGlo will accept new Business Partner Applications. To remain a Business Partner with FermaGlo, you must be a Business Partner in good standing, pay and continue to pay the annual Renewal Fee, and comply with these Policies and Procedures and the Business Partner Agreement at all times. Additionally, Business Partners must be eighteen (18) years of age or older and must meet all applicable requirements for Business Partners as set forth at the time of submission of the Business Partner Application, as well as any criteria set forth by FermaGlo, including, without limitation:

- o being authorized to run a business;
- o having a permitted address to which products, correspondence and other items may be sent, in the United States, the District of Columbia, Puerto Rico, Guam or a U.S. military base as permitted by the base commander;
- o providing your valid Social Security Number that is associated with your legal name;
- o providing your valid email address not associated with another FermaGlo Business Partner or Customer account, and valid credit card also not associated with another FermaGlo Business Partner or Customer account; and
- o not being the spouse or registered domestic partner of any of the foregoing, unless such specifications are met under Section 5.6.

#### 3.2 Independent Contractor Status

Business Partner agrees that Business Partner is not an employee of FermaGlo for any purpose including, without limitation, for federal, state or local tax purposes or for retirement or unemployment benefits. Business Partners are not entitled to the benefits that FermaGlo may make available to its employees.



Business Partners are self-employed, non-exclusive independent contractors who are authorized by FermaGlo to market and sell the FermaGlo Products in the United States, the District of Columbia, Puerto Rico and Guam, and in any Authorized Country subject to having legal authorization to sell products for compensation in the applicable jurisdiction. Except to the extent necessary to comply with legal requirements and/or to protect the Company's intellectual property and brand reputation, FermaGlo does not exercise control over the manner or means by which Business Partners sell FermaGlo Products, or otherwise operate, provided, however, that Business Partners must comply with the Business Partner Agreement. Business Partners may engage helpers or assistants without seeking approval from FermaGlo, but any Business Partner who hires or contracts with others remains fully responsible for the activities of such helpers or assistants, including the compensation to be paid to such individuals, and any breaches of the Business Partner Agreement by any such person will be deemed to have been committed by the Business Partner who hired such person. Business Partners are not, and shall not represent themselves to be, employees (which includes not representing that they receive any sort of paycheck or salary from FermaGlo), agents or representatives of FermaGlo or purchasers of a franchise. Any agreement between FermaGlo and a Business Partner does not create an employee/employer relationship, agency, partnership or joint venture between FermaGlo and such Business Partner.

Business Partners have no authority (expressed or implied), and shall not represent that they have any authority, to bind FermaGlo to any obligation, contract or agreement or otherwise. Business Partners shall establish their own goals and methods to promote and sell products, so long as they comply with the Business Partner Agreement. Business Partners are solely responsible for all decisions made and all costs incurred with respect to their Business Partner Agreements. All Business Partners assume all entrepreneurial and business risk in connection with their Business Partner Agreements. Business Partners are responsible for obtaining any state or local licenses, permits and other governmental approvals applicable to their business, including qualifications to transact business in states other than their domicile. There is no guarantee that there is or will be a market for the FermaGlo Products or that Business Partners will earn or will not lose money.

### 3.3 Customer Identification Numbers and Confidential Business Partner Information

Business Partners have a unique Customer Identification Number (also referred to as a CID) that must be used to communicate with the Company and purchase and sell FermaGlo Products. It is the responsibility of the Consultant to provide the correct CID in all communication, verbal and written, to FermaGlo.

A Business Partner may, but is not required to, provide their CID to Customers and potential Customers to assist FermaGlo in identifying and linking the Customer or potential Customer to that Business Partner's Commissionable Sales.

A Business Partner's Password is considered Confidential Information and should not be shared with anyone. The Password is used by a Business Partner to access the FermaGlo Website, their Personal Website (PWS), and the FermaGlo Sales and Reporting System ("Reporting System") through which they can order the FermaGlo Products and/or access records of the Business Partner's Commissionable Sales, and customer status. Business Partners are responsible for maintaining the security of their Password and should choose a unique Password that is difficult for others to guess. Business Partners should not share their Password with others and should change their Password at a minimum every three (3) months. Should a Business Partner suspect their Password has been compromised, they should immediately change the Password.



#### SECTION 4: BUSINESS PARTNER ADVANTAGES

Business Partners are able to participate in the opportunities and advantages provided by FermaGlo. These advantages include the ability to:

- o receive a Business Partner discount on their purchases of Products;
- o sell the Products as described herein;
- o earn commissions on Commissionable Sales; and
- o participate in incentive programs that may be offered from time to time in FermaGlo's sole discretion.

#### SECTION 5: BUSINESS PARTNER PURCHASE AND SALE REQUIREMENTS AND RESTRICTIONS

##### 5.1 Business Partner Purchases and Sales.

Business Partners may only purchase FermaGlo Products for personal use or for sale in the United States, the District of Columbia, Puerto Rico and Guam, and in any Authorized Country. Business Partners may not purchase FermaGlo Products (i) for resale by others, (ii) for sales through unauthorized channels, or (iii) to qualify for incentives unless provided for in writing by the Company.

##### 5.2 No Inventory Requirements.

Business Partners must only purchase FermaGlo Products for immediate resale or for their own personal use. Business Partners are not required or encouraged to purchase or carry any amount of inventory of the FermaGlo Products. Indeed, Business Partners can have active accounts and earn Commissions without carrying any inventory. Orders may be transacted directly with the Company on behalf of the Business Partner through the FermaGlo Website. Business Partners receive full credit for all such sales without the need to carry any inventory. Business Partners may, at their option, purchase the FermaGlo Products for their immediate resale to Customers, provided that the Business Partner retains receipts showing FermaGlo Products were resold to one or more different Retail Customers or were otherwise used in support of business activities (e.g., incentives or demonstrations) within thirty (30) days of the last applicable order delivery date. FermaGlo Products not sold to Retail Customers or used for business activities should be for personal use within thirty (30) days of the order delivery date. Falsely representing the sale or use of FermaGlo Products is grounds for termination of the applicable Business Partner Agreement. FermaGlo reserves the right to require further documentation concerning any bulk or large orders to ensure compliance with laws.

##### 5.3 New Business Partners

Although the Company is accepting new Business Partner Applications as of April 1, 2025, the Company may from time to time in its sole discretion, decline to accept new Business Partner Applications. The Company is under no obligation to accept any application from any individual to become a Business Partner and may decline to accept such applications for any or no reason, to the extent permitted by law.



#### 5.4 Eligibility.

FermaGlo reserves the right to accept or reject any Business Partner Application for any reason in its sole discretion, to the extent permitted by law. Without limiting the generality of the foregoing, FermaGlo reserves the right to reject any Business Partner Application if FermaGlo determines in its sole discretion that its acceptance of such a Form would result in any actual or potential conflict of interest or would call into question the independence of a Business Partner.

#### 5.5 Single Business Partner Account.

A Business Partner may hold only one account. A person or entity may not be a party to more than one Business Partner Agreement or hold, directly or indirectly, any interest in additional Business Partnerships, including any Business Partner Agreements operated by a Business Entity. Business Partners whose credit card information appears on Business Partner, or Customer accounts other than their own Business Partner account will be in violation of this policy and subject to termination.

#### 5.6 Spouses and Common Law Married Couples Operate Under a Single Business Partner Agreement.

To prevent household buying of FermaGlo Products that constitutes illegal inventory loading, if spouses or common law married couples both wish to be Business Partners, they must be registered together under a single Business Partner Agreement using a single Social Security Number until they reach the rank of Fermentor. To be compliant, spouses or common law married couples must first enroll under one single account with a single Social Security Number, and then submit a completed Spouse or Partner Add Form that must be received and accepted by FermaGlo. Copies of the Spouse or Partner Add Form may be found on the FermaGlo Website. Children over the age of eighteen (18) residing with their parents who meet all of the eligibility requirements may have their own Business Partner Agreements. For information regarding the effect of a divorce or separation on a Business Partner Agreement shared by persons in a spousal or common law marital relationship, see Section 14.2. For information on Sale and Transfer requirements, see Section 14.1.

#### 5.7 Territory.

No Business Partner shall assert or imply that they have ownership of, or exclusivity in, any particular geographic area, territory, market, or region. All Business Partner Agreements are nonexclusive, and all Business Partners have the right to market and sell the FermaGlo Products and otherwise conduct their Business Partner Agreement, in accordance with the terms of the Business Partner Agreement. Business Partners may not market or sell the FermaGlo Products or otherwise conduct their Business Partner Agreement in any geographic area or territory outside of the United States, the District of Columbia, Puerto Rico or Guam. Business Partners may only market or sell the FermaGlo Products or otherwise conduct their independent businesses in jurisdictions outside of any Authorized Country in the event FermaGlo advises its Business Partners that they may do business in that country, subject to any conditions and limitations of such advisory. Notwithstanding the foregoing, Business Partners doing business in jurisdictions outside of the United States, the District of Columbia, Puerto Rico or Guam shall do so pursuant to that jurisdiction's Policies and Procedures and the Business Partner shall be responsible for complying with the laws of such jurisdiction, including tax and immigration laws. See Section 5.15 below for rules relating to cross-border activities.



## 5.8 Business Partner Information

Each Business Partner is responsible for keeping their Business Partner Information up to date and accurate and must immediately update any changes in the Reporting System and/or their Business Partner account. It is particularly important that a Business Partner provides FermaGlo with their current email address, since email is one of the primary ways that FermaGlo will communicate with the Business Partner. Information about FermaGlo's privacy practices and procedures is contained in its Privacy Policy available at [www.fermaglo.com/privacy-policy](http://www.fermaglo.com/privacy-policy). By agreeing to these Policies and Procedures, the Business Partner consents to FermaGlo's Privacy Policy and to receiving emails and telephone calls from FermaGlo. Each Business Partner may modify their Business Partner Information (e.g., update an address, phone number, or email address). Business Partner further acknowledges that information provided to FermaGlo by Business Partner will be shared with and processed by FermaGlo's corporate offices located in the United States.

## 5.9 Business Entities/Change in Business Partner Agreements.

A Business Partner enrolled as an individual may apply to convert their Business Partnership to a corporation, limited liability company, partnership, or similar business entity ("Business Entity"). To effect such, the Business Entity must:

- o be beneficially owned by the converting Business Partner immediately following conversion, and thereafter; be incorporated or organized in the United States, the District of Columbia, Puerto Rico or Guam;
- o have its principal place of business in the United States, the District of Columbia, Puerto Rico or Guam;
- o have a valid Federal Tax Identification Number;
- o complete, sign and submit a Business Entity Registration Form that is accepted by FermaGlo (see Business Entity Registration Form in the Library for more details);
- o list all members, partners, beneficial owners, etc. that are part of the Business Entity;
- o each proposed member of the Business Entity must fill out a Business Partner Application and meet the eligibility requirements of Section 3.1 prior to taking Beneficial Ownership of the Business Entity;
- o if requested by FermaGlo, submit a true and complete copy of the organizational and charter documentation (e.g., certificate of incorporation, articles of organization, certificate of formation, operating agreement, etc.) of such Business Entity; and
- o have a valid email address and a valid credit card.

In addition, the Beneficial Owner of the Business Entity must assign their Business Partner Agreement to the Business Entity Applicant pursuant to the Business Entity Registration Form. All other Beneficial Owners of the Business Entity must be identified in the Business Entity Registration Form. All Beneficial Owners of a Business Partnership that is a Business Entity shall be jointly and severally liable for, and shall indemnify and hold harmless FermaGlo from and against, any breach of the Business Partner Agreement by such Business Entity or any indebtedness or other obligation to FermaGlo of such Business Entity. The Beneficial Owners of the Business Entity are responsible for the conduct of their employees, contractors or agents and will be held accountable for any violation of the Business Partner Agreement, including, without limitation, the failure of their employees, contractors or agents to adhere to these Policies and Procedures. A Business Partnership that is a Business Entity and undergoes a change of Beneficial





Ownership must comply with Section 14.4 or it may have its Business Partner Agreement and Business Partnership terminated. A Business Partnership that is a Business Entity may not use any trade name, business name or DBA that includes any FermaGlo Trademark. Subject to the above requirements and restrictions, a Business Partner may change a Business Partnership's status from a sole proprietorship to a corporation, limited liability company, partnership or other form of approved Business Entity, or from one type of Business Entity to another, by submitting a new Business Entity Registration Form. In addition, a Business Partner may add their spouse to a sole proprietorship as a co-applicant to the Business Partner's existing Business Partnership by submitting a new Business Partner Application in the form of a partnership. In each such case, upon FermaGlo's acceptance of the new Business Partner Application and, if applicable, the Business Entity Registration Form, the Business Partner's original Business Partner Agreement will cease to be in effect and will be replaced and superseded by the newly formed Business Partner Agreement. Note that none of the changes described above will permit a Business Partner to assign or transfer a Business Partnership except as specified in Sections 14.1 and 14.4. Additionally, converting a Business Partnership from an individual consultancy to a Business Entity or from one type of Business Entity to another shall not be used as a means to transfer the Business Partner account from one party to another. Please note that FermaGlo will not approve a request to convert a Business Partnership to a Business Entity if the intention, whether express or implied, is to achieve an improper sale/transfer. See Sections 14.1 and 14.4 for more information.

#### 5.10 Actions of Household Members, Employees, Agents, etc.

Each Business Partner is responsible for the actions of their immediate household members, except for children over the age of eighteen (18) who have their own Business Partner Agreement pursuant to Section 5.6. Each Business Partner is also responsible for the actions of the Business Partner's employees, contractors and agents, and each Business Partnership that is a Business Entity is responsible for the actions of its owners, officers, directors, employees, contractors and agents. If any such household member or such owner, officer, director, employee, contractor or agent engages in any activity which, if performed by the Business Partner, would violate the Business Partner Agreement, including, without limitation, a failure to adhere to these Policies and Procedures, such activity will be deemed a breach by the Business Partner and FermaGlo may terminate the Business Partner Agreement and/or seek other appropriate remedies against such Business Partner as detailed in the Business Partner Agreement. In appropriate circumstances, FermaGlo may elect to first provide notice to the Business Partner allowing them time to cure the breach prior to taking further action.

#### 5.11 Business Partner Agreement Renewal.

In order to remain a Business Partner, each Business Partner must renew their Business Partner Agreement annually on April 1 ("the Renewal Date"). A Business Partner's failure to renew their Business Partner Agreement and pay the Renewal Fee within thirty (30) days of the Renewal Date shall be considered a voluntary termination and shall result in the termination of their Business Partner Agreement, with no further obligation by FermaGlo to the Business Partner and Business Partner shall not be entitled to earn any Commissions following such termination. FermaGlo will send the Business Partner a renewal notice no later than thirty (30) days prior to the Renewal Date. If a Business Partner wishes to renew their Business Partner Agreement, the Business Partner must complete the renewal process, including indicating their consent to the current Policies and Procedures in place at the time of renewal, and pay the current Renewal Fee. Failure to



do so will result in termination of the Business Partner Agreement within thirty (30) days and without any obligation on FermaGlo's part to provide further notice to the Business Partner of termination.

#### 5.12 Income Taxes.

Each Business Partner is responsible for paying (and will indemnify and hold FermaGlo harmless from) all local, state, federal and other taxes on any income derived from the sale of the FermaGlo Products and any payments or other monetary or non-monetary compensation under this Agreement. FermaGlo will provide the Internal Revenue Service's Form 1099 NEC (non-employee compensation) earning statement for each U.S. resident Business Partner who had global compensation of \$600 or more in the previous calendar year paid to them in the U.S. or made purchases from FermaGlo during the previous calendar year of \$5,000 or more. FermaGlo will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on a Business Partner's behalf. If for any reason a Business Partner provides an invalid Social Security Number or Tax ID and does not provide a valid Social Security Number or Business Tax Identification Number, once requested, within thirty (30) days, FermaGlo reserves the right to terminate their Business Partner Agreement.

#### 5.13 Cross-Border Activity - Conducting Business in a Home Country.

A Business Partner Agreement is specific to the country in which a Business Partner enrolls ("Home Country"). A Business Partner must have legal authorization to run a business in their Home Country.

#### 5.14 Doing Business on U.S. Military Bases

In the case of Business Partners living on U.S. military bases within or outside of the United States (including the District of Columbia, Puerto Rico and Guam), the sale and marketing of the FermaGlo Products and the presentation of the FermaGlo Products to potential Customers also living on said military bases may be conducted as permitted by the base commander in charge or as permitted in accordance with local laws. It is the Business Partner's responsibility to ensure that they have all of the necessary authorizations. In accordance with this Section, Business Partners may not engage in the activities prohibited by subsection 5.15 off-site of military bases in locations that would otherwise not be an Authorized Country. Please refer to Section 9.3 regarding shipments to Military APO/FPO/DPO or Military P.O. Box addresses.

### SECTION 6: BUSINESS PARTNER BUSINESS PRACTICES

#### 6.1 Media Inquiries.

Business Partners may not respond to media inquiries regarding FermaGlo, the FermaGlo Products, the Program or any other aspect of FermaGlo's businesses. All such media inquiries should be immediately referred to the FermaGlo Corporate Communications Team at [Support@FermaGlo.com](mailto:Support@FermaGlo.com). Additionally, Business Partners may not seek out their own media opportunities that relate to FermaGlo without first gaining permission from the Corporate Communications Team. If you have a media opportunity that you feel falls within the Policies and Procedures that you would like to pursue, you must first contact [Support@FermaGlo.com](mailto:Support@FermaGlo.com). This policy is designed to ensure that accurate, compliant, and consistent information is provided to the public.

If Business Partners are approved to communicate with media regarding FermaGlo, FermaGlo may restrict what Business Partners are able to divulge to the media. The only reference that should be provided is the





FermaGlo Website or to contact Support@FermaGlo.com. For additional advertising and media guidelines, refer to Section 11, including sub-section 11.11(ix): Influencers.

## 6.2 Adherence to Requirements.

Business Partners shall present the FermaGlo Products in a truthful and accurate manner consistent with the Business Partner Agreement and the FermaGlo Marketing Materials. Business Partners shall not offer the FermaGlo Products through or in combination with any other system, program or method of marketing. Business Partners shall not promote the FermaGlo Products in any manner that varies from the requirements in the Business Partner Agreement, including, without limitation, the requirement to adhere to the FermaGlo Marketing Materials and these Policies and Procedures in order to receive Commissions on Commissionable Sales.

## 6.3 Product Claims

### 6.3 (i): Product Claims in General

Business Partners shall not make any claims or representations regarding the FermaGlo Products other than those claims and representations found in the FermaGlo Marketing Materials located on the FermaGlo website. FermaGlo sells two categories of products: Haircare Products, and Skincare Products. All claims regarding Haircare and Skincare products must focus exclusively on appearance changes. If “active ingredients” are included in the Drug Facts Box on a FermaGlo Product label, then the FermaGlo Product is an over-the-counter and any claims regarding changes to the structure or function of the body must be strictly limited to the claims found in FermaGlo Marketing Materials and FermaGlo Product labeling. For additional information on Product Claims for use on social media or in newsletters, refer to Sections 11.11 and 11.15.

### 6c (ii): “Before and After” Photos

“Before and after” photos claiming results for conditions other than those indicated on the FermaGlo Product labeling may not be used for any purpose. Business Partners may use the “before and after” photos and FermaGlo Product stories that FermaGlo publishes in support of the FermaGlo Products.

**If a Business Partner wishes to use their own personal “before and after” photos, the subsequent guidelines must be followed:**

- o the Business Partner must identify themselves as an Independent Business Partner for FermaGlo and the subject of the photo;
- o the information shared must represent the Business Partner’s honest opinions, findings, beliefs, and experiences from using FermaGlo Products;
- o the information shared must clearly and conspicuously disclose the substantiation of representations conveyed, which includes:
  - how often and how long the FermaGlo Products were used, unless otherwise directed by the Company’s advertising standards; or
  - whether any other products or treatments contributed to the results;
- o for skincare, hair should be pulled back from the face (does not apply to haircare);
- o photos must be in focus, in a portrait landscape and with a well-lit, plain background;
- o photos must be supported by and consistent with FermaGlo’ label claims;



- o the “before and after” photos must be taken under the same conditions; touch-ups and photo editing are not permitted;
- o if showcasing results on the body such as the arms, chest, or legs, before and after photos must be realistic, consistent with claims, and no manipulation of the skin (such as stretching or pulling it), or hair (such as using additional products) is permitted; and
- o makeup may be worn in “before and after” photos (with proper disclosure), however, the makeup may not impact the results or be applied in areas where the featured FermaGlo Product was used (i.e., foundation would not be permitted for skincare products, etc.) However, it would be permitted to use a subtle, natural lip gloss or eyeshadow in a before and after image featuring your visible skincare and haircare results from one of the FermaGlo Products.

If a Business Partner wishes to use “before and after” photos or FermaGlo Product testimonials of a Customer, friend or family member, in addition to the foregoing requirements, the Business Partner is responsible for obtaining and maintaining permission from the person who is the subject of the photos or testimonial. Do not use “before and after” photos of anyone under the age of thirteen (13). If the Customer, friend, or family member is between the ages of thirteen (13) and eighteen (18), it is highly recommended that you obtain the permission of a parent or guardian. A Business Partner who posts a “before and after” photo or FermaGlo Product testimonial on social media sites must identify the subject if the subject is a relative (e.g., “daughter of FermaGlo Independent Business Partner”) and is responsible for ensuring that all requirements of this Section are met. Such photos and testimonials may be shared on social media sites, unless the Business Partner who shares it has any reason to believe that the foregoing requirements have not been met.

#### 6.4 Income Claims Prohibited.

Business Partners shall not make any claims or representations of potential or guaranteed income or profits in connection with the Program, or any claims which suggest any level of income or profit such as, but not limited to “my FermaGlo business allowed me to buy a house, retire from my other job, allow my spouse to quit their job, or take a luxury vacation.”

#### 6.5 No Representations Regarding Governmental Approval.

Business Partners may not represent that the FermaGlo Products have been approved or endorsed by any governmental or regulatory agency. In addition, Business Partners may not make any claims or representations regarding the FermaGlo Products that constitute off-label drug claims. Notwithstanding the foregoing, Business Partners may represent that FermaGlo Products meet safety guidelines and regulations as described in the Marketing Materials.

#### 6.6 No Repackaging or Re-labeling.

Business Partners may not re-label or alter the labels or other content on any FermaGlo Products, FermaGlo Marketing Materials or other information or materials related to the FermaGlo Products or Company programs in any way, other than as authorized or directed by FermaGlo. Business Partners may, however, affix their address labels to the FermaGlo Product packaging, but must affix the labels in a way that does not impair the ability to return such FermaGlo Products and may not cover any other text on the label. Please refer to Section 10.5. Business Partners may not repackage or refill any FermaGlo Products. The FermaGlo



Products must be sold in original Company containers only. Repackaging or re-labeling may violate applicable laws, which could result in civil damages or criminal penalties. Civil liability may also result if a person using the FermaGlo Products suffers any type of injury or property damage due to the repackaging or relabeling of the FermaGlo Products.

#### 6.7 Performance Reports.

FermaGlo will make online Performance Reports available to Business Partners in the Reporting System for the sole purpose of developing their Business Partnerships. The Performance Reports will contain names, telephone numbers, addresses, email addresses, and Customer purchase information. All Performance Reports and the information contained therein are the Confidential Information of FermaGlo and must be treated as such pursuant to Section 6.18. In particular, except as expressly permitted by Section 6.18 Business Partners must not:

- o directly or indirectly disclose any information contained in any Performance Reports to any third party;
- o use such information to compete with FermaGlo or for any purpose other than supporting the development of their respective Business Partnerships;
- o encourage or solicit any Customers listed in a Performance Report to alter their business relationship with FermaGlo; and
- o except as specifically authorized by FermaGlo, directly or indirectly disclose their FermaGlo login and/or password to anyone, including third party entities or companies that may provide services to Business Partners.

#### 6.8 Ethical Marketing.

Business Partners shall safeguard and promote the good reputation of FermaGlo. Business Partners shall at all times conduct their Business Partnerships in a manner that reflects favorably on the FermaGlo Products and the good name, goodwill and reputation of FermaGlo. Business Partners shall not engage in deceptive, misleading, or unethical conduct or practices that are or might be detrimental to FermaGlo, the FermaGlo Products, or the public, including, without limitation, disparagement of FermaGlo or the FermaGlo Products (as discussed in more detail below). Business Partners shall comply with all laws, rules, regulations, and governmental requirements applicable to the operation of their Business Partnerships and performance under this Agreement, including the marketing, promotion, and sale of the FermaGlo Products. In addition, Business Partners shall:

- o not publish or use any misleading or deceptive advertising material regarding the FermaGlo Products, the Program or Preferred Customer benefits;
- o honor the Customer Satisfaction Guarantee with respect to all FermaGlo Products;
- o not make any statements, representations, guarantees or warranties regarding the FermaGlo Products, the Program, or Preferred Customer benefits that are inconsistent with those set forth in the Business Partner Agreement and FermaGlo Marketing Materials (whether with regard to prices, quality, performance, standards, grades, contents, style or model, place of origin, availability or otherwise);
- o distribute the FermaGlo Products only as shipped by FermaGlo, unopened, and with all documentation, packaging and other supplemental materials intact; and



- o not alter or modify any FermaGlo Product or packaging or take any action that affects or could affect the appearance, quality, content or performance of any FermaGlo Product, other than as authorized or directed by FermaGlo.

#### 6.9 Retail Sales Receipts.

In the event of a FermaGlo Product resale conducted directly between a Business Partner and a Customer, a Business Partner must provide their Customer with a copies of a signed retail sales receipt at the time of the sale. A Business Partner is required to inform their Customer that they are entitled to cancel any purchase of \$25 or more within three (3) Business Days from the date of the sale, except for: five (5) Business Days for Alaska residents who purchase \$10 or more, fifteen (15) Business Days for North Dakota residents aged 65 or older who purchase \$50 or more and fifteen (15) days after enrollment for Montana Business Partners. Business Partners must retain copies of their retail sales receipts for a period of two (2) years and furnish them to FermaGlo at the Company's request. FermaGlo will maintain records documenting the purchases made through Business Partners' Performance Reports or the FermaGlo Website. Please refer to the FermaGlo Order Form.

#### 6.10 Disparaging Remarks.

FermaGlo strives to provide the best products and service in the industry in support of the business for each and every Business Partner. Accordingly, FermaGlo values constructive comments and input from Business Partners. However, by becoming a Business Partner for FermaGlo, and in exchange for the opportunity to sell FermaGlo Products and the opportunity to receive Commissions, Business Partner agrees not to disparage FermaGlo in any regard. Complaints or concerns regarding FermaGlo or the FermaGlo Products should be directed to the Sales Support Department at BP@fermaglo.com. Complaints or concerns regarding other Business Partners should be directed to the Compliance Department at Compliance@fermaglo.com. Disputes or disagreements between any Business Partner and FermaGlo shall be resolved through the dispute resolution process set forth in Section 17.

#### 6.11 Professional, Lawful and Ethical Conduct.

Business Partners are expected to conduct themselves in a professional, lawful and ethical manner at all times and not to engage in any activity that could damage the Company's good reputation, unlawfully interfere with any other Business Partner's Business Partnership or otherwise create legal liability for FermaGlo or for others who participate in the Program. While it is not possible to provide a comprehensive list of behaviors that fall outside the level of professional, lawful and ethical conduct expected of Business Partners, Business Partners should recognize that the following forms of misconduct may, without limitation, result in a notice of non-compliance and/or, where appropriate, termination of the Business Partner Agreement:

- o sexual harassment;
- o any activity that advocates, promotes or incites hatred, violence or discrimination in any form;
- o fraudulent, misleading or deceptive conduct;
- o verbal abuse; racial, religious, gender or sexual orientation discrimination, intolerance or abuse;
- o unfair criticisms of, or accusations regarding, fellow Business Partners or FermaGlo, made without a good faith belief in the truth of the matter stated;
- o any activity that may be considered, in FermaGlo's sole discretion, fraud, including but not limited to "buying rank"



- o failure to participate in the business, sell products, or actively support team members; and
- o failure to cooperate with an investigation conducted by FermaGlo, including not responding to emails or phone calls from the Compliance Department, and/or failure to provide information requested by FermaGlo, including but not limited to a valid Social Security Number or Tax ID number.

Further, Business Partner's are not permitted to sell any training related to FermaGlo to any outside third-parties, and, Business Partner's cannot sell FermaGlo trainings to other FermaGlo Business Partners.

#### 6.12 Reporting Policy Violations.

Business Partners who become aware that another Business Partner has violated the Business Partner Agreement or believe that an employee or representative of FermaGlo has engaged in conduct that violates the professional standards of Section 6.11 above may promptly notify the FermaGlo Compliance Department. Details of the incident (such as dates, number of occurrences, and persons involved) and any supporting documentation should be included in the report to the extent available. Any reporting, including the name of the Business Partner who makes the report, and any information, will remain anonymous. Please use the form to report violations and submit the form to [compliance@fermaglo.com](mailto:compliance@fermaglo.com).

#### 6.13 Security.

All Business Partners 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. These safeguards must be appropriate to the sensitivity of the information. Appropriate safeguards for electronic and paper records may include, but are not limited to: (i) encrypting data before electronically transmitting it; (ii) storing records in a secure location; and (iii) password-protecting computer files and securely shredding paper files containing Confidential Information or Customer Data after transferring information into the FermaGlo data systems. Business Partners are responsible for maintaining the security of their Password and should choose a unique Password that is difficult for others to guess. Business Partners should not share their Password with others and should change their Password, at a minimum, every three (3) months. Should a Business Partner suspect their Password has been compromised, they should immediately change the Password. Without limitation of the preceding sentence or the provisions of Section 6.15 regarding Confidential Information, Business Partners must keep Customer Data and other Confidential Information secure from all persons who do not have legitimate business needs to see or use such information. Business Partners must ensure they obtain and maintain consent from prospective customers and existing customers before sharing such prospective customers' and existing customers' data with FermaGlo. In the case of Customer Data, such business needs must have been disclosed to the Customer and the Customer must have provided their informed consent to them. If Business Partners dispose of any paper or electronic record containing Customer Data and other Confidential Information, Business Partners shall do so by taking all reasonable steps to destroy the information in a manner that preserves its security, such as by: (i) shredding; (ii) permanently erasing and deleting; or (iii) otherwise modifying the Customer Data and other Confidential Information in those records to make it unreadable, non-reconstructible and indecipherable through any means. Upon request, Business Partner will certify to FermaGlo that all forms of the requested Confidential Information and Customer Data have been destroyed and will describe any exceptions.



#### 6.14 Reporting Security Breaches.

Business Partners must comply with all applicable privacy and data security laws, including any security breach notification laws. Without limitation of the preceding sentence, in the event of an actual or suspected Security Breach affecting FermaGlo' data or Customer Data, the applicable Business Partners shall first promptly notify the FermaGlo Compliance Department in writing after becoming aware of such Security Breach, and if instructed by the FermaGlo Legal or Compliance Department, notify the applicable Customers. Any such notification to Customers shall be made in compliance with the applicable law and shall specify the following: (i) the extent to which Customer Data was or was suspected to be disclosed or compromised; (ii) the circumstances of the Security Breach; (iii) the date or period of time on which it occurred; (iv) a description of the information affected; (v) a description of the steps taken to reduce the risk of harm from the Security Breach; (vi) contact information for a person able to answer questions regarding the Security Breach; (vii) any other information required by the applicable law; and (viii) in the case of a notice to a privacy commissioner or other regulatory body, an assessment of the risk of harm to any affected persons and an estimate of the number of persons affected. Business Partners shall promptly comply with all applicable information Security Breach disclosure laws. Business Partners, at their expense, shall cooperate with FermaGlo, any applicable privacy commissioner or other regulatory body and the applicable Customers and use their best efforts to mitigate any potential damage caused by a breach of their obligations under the Business Partner Agreement or any law applicable to Customer Data, including by sending notice to the affected individuals, applicable agencies and consumer reporting agencies, if such notification is required by law or by FermaGlo in its sole discretion.

#### 6.15 Venues

##### 6.15 (i): Commercial Outlets

FermaGlo does not allow Business Partners to arrange for FermaGlo Products to be sold or displayed in, or otherwise distributed through, any permanent retail establishment, whether on-line or brick and mortar, open or available to the general public or otherwise available to "walk-in" Customers. FermaGlo may, in its sole discretion, provide for FermaGlo Products to be sold or displayed in, or otherwise distributed through any sales channels. This includes department stores, health food stores, beauty supply outlets, schools, supermarkets, pharmacies, mall booths, kiosks, discount establishments, swap meets, drugstores, flea markets, specialty gift shops, or any other business or commercial establishment that is open or available to the general public, including, without limitation, any such establishment present on-line, whether or not exclusively on-line. No Business Partner shall: (i) sell, display or distribute any FermaGlo Products in or through any such establishment; (ii) sell any FermaGlo Products to any Customer that the Business Partner knows or has reason to believe may resell such FermaGlo Products in or through any such establishment; or (iii) solicit or encourage any third party to do any of the foregoing. For rules regarding sales and marketing on the Internet, see Section 11.

##### 6.15 (ii): Personal Service Facilities

Subject to the requirements set forth in this Section, FermaGlo Products may be sold or displayed in personal service facilities if owned and operated by a Business Partner or with the permission of the owner of the facility. Personal service facilities may include but are not limited to the following: (i) offices and other areas located in private clubs that are not accessible to or in view of the general public; (ii) the private offices of





professionals who operate by appointment only (e.g., doctors, dentists, chiropractors, etc.); and (iii) beauty salons or spas that operate by appointment only. FermaGlo allows the sales of FermaGlo Products in such personal service facilities, consistent with local laws and regulations, so long as there are no signs, flyers, advertisements or FermaGlo Products visible from outside of the personal service facility. Any owner of any such personal service facility where the FermaGlo Products are sold or displayed must be a Business Partner in good standing and sign a special agreement confirming that their business complies with the foregoing requirements. Furthermore, each Business Partner with a personal service facility is responsible for the actions of their non-Business Partner employees and independent contractors. If any such non-Business Partner employee or independent contractor engages in any activity which, if performed by the Business Partner, would violate the Business Partner Agreement, including a failure to adhere to these Policies and Procedures, such activity will be deemed a breach by the Business Partner and FermaGlo may terminate the Business Partner Agreement and/or seek other appropriate remedies against such Business Partner as detailed in the Business Partner Agreement. In appropriate circumstances, FermaGlo may elect to first provide notice to the Business Partner allowing her or him time to cure the breach prior to taking further action. The Personal Service Facility Approval Form is located in the Library.

#### 6.15 (iii): Events

Business Partners may display and/or sell the FermaGlo Products and FermaGlo authorized signage at events that are limited in duration with an environment that is appropriate for promoting FermaGlo's brand integrity. Events consistent with FermaGlo's brand integrity may include trade shows, professional expositions, state fairs, health fairs, conventions and bridal shows. On the other hand, swap meets, garage sales, flea markets, farmers' markets, and other similar events are not conducive to FermaGlo's professional image. Advance approval from FermaGlo is not required to attend an event, but Business Partners must use their best judgment in deciding whether a particular event is an appropriate forum to promote the FermaGlo Products or the Program. Business Partners are responsible for registering to attend an event and confirming with the event manager that all event specific requirements are met. For example, some promoters have a policy that allows only one vendor for a product brand to have a display at a function or may have other policies that prohibit a vendor from participating. It is therefore the Business Partner's responsibility to ensure that the promoter will allow them to display before making a deposit with the promoter. While representing FermaGlo as Business Partners at an event, Business Partners must comply with the Policies and Procedures and are responsible for the actions of any non-Business Partner individuals who work the event to promote FermaGlo. Business Partners understand and agree that they must defend and hold FermaGlo and its agents, stockholders, members, employees, directors, officers and attorneys harmless from any claims by third parties related to their participation in events not sponsored by FermaGlo. If a Business Partner plays music at their event, or includes music in any publicly shared recording, it is the responsibility of such Business Partner to obtain a proper license to play such song(s) with performing rights organizations such as ASCAP, BMI, GMR or SESAC or to obtain a business account from a streaming service such as Pandora. Please note that FermaGlo does not offer liability insurance and will not provide the Company Tax Identification Number for any event, and will not consign FermaGlo Products, FermaGlo Marketing Materials, FermaGlo Business Supplies or other types of merchandise or materials for display, use or sale at any event.

#### 6.15(iv) Other

FermaGlo discourages Business Partners from engaging in door-to-door solicitation for sales. Should a Business Partner conduct business in this manner, they must ensure compliance with applicable state or local



laws regarding door-to-door sales or solicitation. Certain state or local laws impose restrictions on the time of day during which such solicitation may take place, and/or require door-to-door sellers to register with the state or local authorities or obtain a government-issued identification card. These jurisdictions may also impose fines for non-compliance.

Business Partners may not sell FermaGlo Products on any third party sites, including but not limited to Amazon.com, Walmart.com

#### 6.16 Account Maintenance:

Each Business Partner is solely responsible for maintaining their account with FermaGlo and remitting all payments due in a timely manner. Should a Business Partner's account go into collection, the Business Partner will be responsible for (and will indemnify and hold harmless FermaGlo from and against) all costs and fees incurred by FermaGlo in the collection of the amount due. The Business Partner agrees to allow FermaGlo to deduct any amount due and any such costs and fees from the Business Partner's account and/or any Commissions, or other amounts due to the Business Partner.

#### 6.17 Sales Tax:

In order to remove the sales tax administrative burden on our Business Partners, FermaGlo takes the "final retailer" position and effectively collects, files and remits the tax to the appropriate state and local taxing agency on behalf of each Business Partner. FermaGlo collects sales tax based on the suggested retail price of FermaGlo Products which are generally regarded as items intended to be resold, unless otherwise exempt. Tax on products and services which are generally not intended to be resold (i.e., FermaGlo Business Supplies, FermaGlo Marketing Materials, etc.), will be based on their purchase price. However, if any such items are resold by the Business Partner for a higher price, it shall be the Business Partner's responsibility to collect and remit sales tax to the appropriate state and local tax agency. The rate of tax is based on the place of the sales transaction, which is generally considered the applicable "Ship To" address. If a Business Partner has submitted, and FermaGlo has accepted, a current sales tax exemption certificate, FermaGlo will return the sales tax on the Business Partner's direct purchase of FermaGlo Products and services and it shall be the Business Partner's responsibility to collect and remit sales tax to the appropriate state and local tax agency.

#### 6.18 Confidential Information, Non-Solicitation, and Other Business Restrictions

FermaGlo provides extensive support to aid its Business Partners in achieving their goals, including access to FermaGlo's sensitive, confidential and proprietary information and trade secrets. At the same time, FermaGlo seeks to protect this information as well as its goodwill. Therefore, FermaGlo and Business Partner agree as follows:

A Business Partner shall not disclose to any third party Confidential Information. All such Confidential Information is the property of FermaGlo and is not owned by FermaGlo Business Partners. A Business Partner shall use the same degree of care to protect Confidential Information that they use to protect their own sensitive and proprietary information.

Both during the term of their Business Partner Agreement and indefinitely thereafter, a Business Partner shall:

- o use Confidential Information only for the purposes of performing their obligations or exercising rights under their respective Business Partner Agreement; and



- o limit access to Confidential Information to only those persons who have a legitimate need to know such information in the performance of Business Partner's rights and obligations under their respective Business Partner Agreement. Each person who is given access to Confidential Information shall be bound by a confidentiality obligation at least equivalent to the confidentiality obligations of each Business Partner under their respective Business Partner Agreement. A Business Partner shall be responsible for the acts and omissions of their respective employees, contractors and agents with respect to such confidentiality obligations. Notwithstanding the foregoing, a Business Partner may disclose Confidential Information to the extent they are legally compelled to do so, provided, however, that prior to any such compelled disclosure, the Business Partner notifies FermaGlo and fully cooperates with FermaGlo in protecting against or limiting the disclosure of Confidential Information.

Business Partner agrees that they will receive significant benefits from FermaGlo including the opportunity to participate in training on the FermaGlo Products, access to support systems and other benefits of the FermaGlo network. In consideration for the benefit of FermaGlo's investment in the development of its Business Partners, each Business Partner, to the fullest extent allowed by applicable law, agrees that the following restrictions apply to Business Partner:

To the fullest extent permitted by law, during the term of their Business Partner Agreement, Business Partner will not, directly or indirectly, solicit any FermaGlo Business Partner or any FermaGlo employee for engagement as an employee, or as an independent consultant, contractor or distributor of any direct selling, network marketing, or social selling business, nor will Business Partner solicit any FermaGlo employee to become a Business Partner of FermaGlo during this period. For purposes of this paragraph, "Solicit" includes but is not limited to: (i) communicating information or offering to provide information about another direct selling, network marketing, or social selling business opportunity to a FermaGlo Business Partner or FermaGlo employee; (ii) posting or messaging information about another direct selling, network marketing, or social selling business opportunity on any social media site (Facebook, Instagram, Twitter, etc.) utilized\* by Business Partner to promote their FermaGlo business where "business" is inclusive of information shared about the FermaGlo Products, services, and/or former business opportunity of FermaGlo; (iii) tagging any FermaGlo Business Partner or FermaGlo employee with a post on any social media site that provides information or offers to provide information about another direct selling or network marketing business opportunity; and (iv) taking any action that may reasonably be foreseen to result in drawing an inquiry from other Business Partners relating to the Business Partner's other direct selling, network marketing, or social selling business opportunity.

**\*In reference to (ii) above, deleting past FermaGlo content from your social media page in order to circumvent this policy is not permitted.**

Violation of this Section may result in immediate termination of the violating Business Partner's Agreement.

- o During the term of their Business Partner Agreement, in order to avoid legal liability related to promotion of sales aids, Business Partner may not sell training materials or sales aids including published books, eBooks, videos, or other sales aids including mobile applications to other Business Partners.



- o During the term of their Business Partner Agreement, Business Partner will not use Confidential Information for mass solicitation of charitable contributions other than those related to the communication of Company-sponsored program. When partnering with a charitable organization in connection with a giveaway, donation, sale of or proceeds from the sale of FermaGlo Products, Business Partner must indicate in the communication that the solicitation of charitable contributions is not promoted or sponsored by FermaGlo. Business Partners who sponsor or promote such charitable activities must make it clear that participation is voluntary and may not exert undue influence or pressure on others to participate.

Business Partner warrants that to the best of Business Partner's knowledge there is no other existing contract or duty on Business Partner's part that conflicts with or is inconsistent with the Business Partner Agreement. Business Partner agrees to indemnify and hold harmless the Company from any and all losses and liabilities incurred or suffered by Company by reason of the alleged breach by Business Partner of any services agreement between Business Partner and any third party. The determination of whether an obligation is inconsistent or incompatible with Business Partner's obligations under the Business Partner Agreement shall be made at the reasonable discretion of FermaGlo. Business Partners and the Company recognize that because network marketing is conducted through networks of independent contractors, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of the foregoing provisions would render them wholly ineffective. Therefore, Business Partners and FermaGlo agree that the provisions of this Section shall apply to the United States, the District of Columbia, Puerto Rico, Guam and all Authorized Countries. Business Partner further agrees that the provisions contained in this Section are reasonable and necessary to protect the legitimate interests of FermaGlo and that FermaGlo would not have accepted the Business Partner's Business Partner Application in the absence of the Business Partner's agreement to these provisions. Business Partner agrees that the Business Partner's breach or threatened breach of such provisions would cause FermaGlo 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 Business Partner therefore agrees that FermaGlo shall be entitled, without the necessity of posting a bond or security, to the issuance of injunctive relief by any court or arbitrator of competent jurisdiction as provided in Section 18i, enjoining any breach or threatened breach of the above provisions and for any other relief such court deems appropriate. The rights granted to FermaGlo in this Section are in addition to any other remedy available to FermaGlo at law or in equity.

#### 6.19 Defend Trade Secrets Act.

Notwithstanding anything to the contrary in these Policies and Procedures or the Business Partner Agreement, pursuant to the 2016 Defend Trade Secrets Act, 18 U.S.C. § 1833(b), a Business Partner will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret of FermaGlo that (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to the Business Partner's attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If a Business Partner files a lawsuit for retaliation for reporting a suspected violation of law, they may disclose the trade secret to their attorney and use the trade secret information in the court proceeding, but only if the Business Partner (i) files any document containing the trade secret under seal, and (ii) does not disclose the trade secret, except pursuant to court order. Nothing herein or in the Business



Partner Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section. Further, subject to the foregoing, nothing in any agreement that a Business Partner has with FermaGlo shall prohibit or restrict the Business Partner from making any voluntary disclosure of information or documents related to potential violations of law to any governmental agency or legislative body, or any self-regulatory organization without advance notice to FermaGlo.

## SECTION 7: A CONSULTANT'S NEW PREFERRED CUSTOMERS

Business Partners must ensure that Preferred Customers enroll via the FermaGlo Website so that the Preferred Customer is aware of and has consented to the PC Perks Terms & Conditions, including the fact that the Customer is signing up for a flexible auto-ship program. Copies of the PC Perks Terms & Conditions can be found on [www.fermaglo.com](http://www.fermaglo.com).

## SECTION 8: ORDERING PROCEDURES

### 8.1 General.

To protect the Company's brand integrity and intellectual property and to help ensure compliance with legal requirements regarding disclosures and claims, except as provided in Section 11.5, Business Partners must purchase all FermaGlo Products, FermaGlo Marketing Materials (including business cards) and FermaGlo Business Supplies from FermaGlo or its approved third-party suppliers. All orders are subject to acceptance by FermaGlo or FermaGlo's applicable third-party suppliers. Orders for FermaGlo Products may be placed via the FermaGlo Website, or a Business Partner's Personal Website (PWS).

### 8.2 Commission Period End.

All Commissionable Sales are credited to a Business Partner's account for the Commission Period in which the sale took place. In order for a Business Partner to be credited for a Commissionable Sale in a particular week, the payment must be processed by 11:59 p.m. Pacific Time on Saturday. For all Commissionable Sales processed via the FermaGlo Website, a Business Partner's PWS or by telephone, the cut-off for receipt of orders to be included in Commission calculations for any given month is 11:59 p.m. Pacific Time on Saturdays. Business Partners may monitor their Commissionable Sales and Commissions via the Reporting System and are responsible for reporting any issues or inaccuracies within twenty-four (24) hours after the last day of the month. FermaGlo shall not be liable for incorrect, incomplete, lost or mailed orders.

### 8.3 Placing Orders Under Another Identification Number:

Business Partners must place all orders using their own Identification Numbers and credit cards. Placement of an order by a Business Partner using another Business Partner's Identification Number or using another individual's, Customer's, or Business Partner's credit card is strictly prohibited.

### 8.4 Forms of Payment:

In order to simplify the payment process, facilitate the shipment of orders and maintain accurate Business Partner account records, FermaGlo requires payment using a major credit card and other forms of accepted payment. See Authorized Country's website for details surrounding that country's accepted methods of payment. FermaGlo will not accept personal checks, money orders or cash.



## 8.5 Shipping Charges:

Shipping charges will be applied on applicable orders and will be automatically included as part of the “Shopping Cart” order entry process. Shipping charges for auto-ship orders can be found by logging into your account on [www.fermaglo.com](http://www.fermaglo.com). For more information on shipping information, see the Satisfaction Guarantee Page on [www.fermaglo.com](http://www.fermaglo.com).

## SECTION 9: SHIPMENTS

### 9.1 General.

After FermaGlo has accepted and processed an order, it will use reasonable efforts to ship the order to the address specified in the order using a carrier chosen by FermaGlo. Risk of loss or damage will pass to the ordering Business Partner or Customer upon the carrier’s confirmation of delivery to the specified address. Orders are shipped on Business Days only. Business Partners and their Customers should allow up to two (2) Business Days for order processing and an additional five to seven (5-7) Business Days for delivery within the continental U.S. For information on shipping to Alaska, Hawaii, Puerto Rico or Guam, see Section 9.4. For shipping information, processing and delivery times in a particular country, see that Authorized Country’s website. Ground orders can be shipped to a street address within the fifty (50) United States, the District of Columbia, Puerto Rico, Guam, and in most cases Military APO/FPO/DPO or Military P.O. Box addresses. Please note delivery to Military APO/FPO/DPO and Military P.O. Box addresses can, in some instances, include additional business days to complete delivery due to USPS handling and routing which is outside of FermaGlo’ control. FermaGlo will use reasonable efforts to fill Business Partners’ and Customers’ orders, but will not be liable for any damages arising from any failure to fill orders or any delay in delivery. FermaGlo reserves the right to cancel any order where the address has been changed after the order is placed.

Please note that shipments to freight forwarders are strictly prohibited. If FermaGlo receives a request to send an order to a freight forwarder, the order will be cancelled. In the event that the order goes through and FermaGlo later finds out that there was an attempt to send product to a freight forwarder, the Business Partner Agreement will be subject to termination.

### 9.2 Special Handling:

Some FermaGlo Products require special handling as specified by federal, state and local regulations governing the shipping of these items. The method of shipment for these items is dictated by these regulations. FermaGlo complies with these regulations and therefore the shipment of some FermaGlo Products to certain locations may not be possible. Please contact the Sales Support Department at [Support@fermaglo.com](mailto:Support@fermaglo.com) for additional shipping information.

### 9.3 Shipment to APO/FPO/DPO/PO Boxes:

Most FermaGlo Products may be shipped to Military APO/FPO/DPO or Military P.O. Box addresses, but some restrictions may apply. Orders being sent to Military P.O. Boxes or Military APO/FPO/DPO addresses must be shipped via United States Postal Service and cannot be shipped via overnight or second day service. Business Partners should inquire as to whether they need to notify and obtain permission from the base commander in charge, and if so, must do so prior to sending and/or accepting shipment on a military base.





9.4 Shipments to Alaska, Hawaii, Puerto Rico or Guam. Most FermaGlo Products can be shipped to Alaska, Hawaii, Puerto Rico and Guam but some restrictions apply and additional shipping charges may apply. Priority shipping methods (overnight or second day service) are not available for certain locations in Alaska or Hawaii.

#### 9.5 Order Tracking.

Following placement of an order with FermaGlo, a tracking number will generally be provided via a shipment confirmation email within five (5) Business Days. A Business Partner (or their Customer for whom the order was placed) may contact the Sales Support Department at [Support@fermaglo.com](mailto:Support@fermaglo.com) if the email is not received with order-tracking information. Once an order has been shipped, the tracking information will be made available through the Reporting System and via the Order History page on the FermaGlo Website.

#### 9.6 Non-Deliverable Orders.

In some cases, an order may be returned to FermaGlo if the carrier is unable to deliver it to the specified shipping address.

This may happen because:

- o the Business Partner or Customer did not accept the order when it was delivered by the carrier;
- o the Business Partner or Customer was unavailable to accept delivery to an address or in an area that dictates signature-required for deliver; or
- o the Business Partner or Customer provided invalid or incorrect shipping information.

When this occurs, FermaGlo will refund the order less the cost of shipping and the Business Partner will not receive any credit for the order. If the order has already been credited to the Business Partner's Commissionable Sales, the credit (and any associated awards or Commissions) will be cancelled.

#### 9.7 Cancelled Orders.

Business Partners understand that once orders have been transmitted, they cannot be cancelled. FermaGlo will use reasonable efforts to refund an order placed in error. Since orders cannot be cancelled, a Business Partner must follow the procedure applicable to Returns under the Customer Satisfaction Guarantee as described in Section 10.3. Replacements or refunds for such orders are also handled in the same manner as described in Section 10.3.

#### 9.8 Missing Items

When an item is missing from an order, the Business Partner or Customer is requested to review their order details online and contact the Sales Support Department at [Support@fermaglo.com](mailto:Support@fermaglo.com). If FermaGlo determines that the item was not shipped with the original order, it will use reasonable efforts to ship the missing item to the address specified by the Business Partner or Customer at no charge within three to five (3-5) Business Days. Out-of-stock items may require a longer period. For additional information regarding out-of-stock items, refer to Section 9i.



#### 9.9 Out-of-Stock Items.

FermaGlo's inventory control procedures are intended to ensure that shortages of FermaGlo Products rarely occur. However, should an item not be available, Business Partners will have the option of waiting for the backordered item to be re-stocked or cancelling the order. If the item is not restocked, FermaGlo may cancel the order and will notify the Business Partner.

#### 9.10 Discontinued Items.

FermaGlo may at any time discontinue the manufacture and/or sale of any FermaGlo Products, or make any changes in their respective prices, quality, performance, standards, grades, contents, place of origin or otherwise, in its sole discretion. FermaGlo will have no liability to any Business Partner based on any such discontinuation or change. When an item is discontinued, orders will not be accepted for such items. FermaGlo will use reasonable efforts to notify Business Partners of the date of discontinuance.

### SECTION 10: RETURN PROCEDURES

#### 10.1 General.

All Customers and Business Partners who wish to return FermaGlo Products to FermaGlo for any reason must log in to their FermaGlo account and complete a Return Authorization Form (RA) for those items they wish to return. Only items for which a refund is available pursuant to this Section 10 should be returned to FermaGlo. Items returned for which no refund is available will be discarded. For information on how return adjustments may affect Commissions or awards, refer to Section 12.4. FermaGlo regularly audits return behaviors and reserves the right to review and terminate any Business Partner Agreement for excessive or improper return activity.

#### 10.2 Returns of Defective or Damaged FermaGlo Products.

For any items that were defective at the time that FermaGlo delivered them to the carrier, FermaGlo will, at the option of the Business Partner or Customer: (i) replace and ship replacements for the defective items to the Business Partner or applicable Customer at no additional charge if replacements are available; or (ii) refund the amounts paid for the items by crediting 100% of the purchase price, sales tax, and shipping charges to the credit card used to make the purchase. FermaGlo reserves the right to arrange a product pick up for defective FermaGlo Products or for those products FermaGlo wishes to examine, at no charge to the purchaser at its discretion. The determination of whether the FermaGlo Product was defective at the time of shipment shall be made by FermaGlo in its sole discretion.

#### 10.3 Returns Under the Customer Satisfaction Guarantee:

(i): Purchases made through the FermaGlo Website. If for any reason a Customer or Business Partner is not completely satisfied with any FermaGlo Product, they may return the unused portion of the FermaGlo Product within ninety (90) days from the date of order for a 100% refund of the amount paid for the FermaGlo Product (including sales tax but excluding shipping charges) on the credit card used to make the purchase.

(ii): Resale between a Business Partner and a Customer. In the event of a FermaGlo Product resale conducted directly between a Business Partner and a Customer, the Business Partner bears the responsibility



of honoring the ninety (90) day Customer Satisfaction Guarantee. Two copies of a retail sales receipt must be provided to the Customer in order for the resale to be covered under the Customer Satisfaction Guarantee. (For additional information on Retail Sales Receipts, refer to Section 6.9) The cost to return ship the FermaGlo Products shall be borne by the Customer or Business Partner. The Customer or Business Partner may place a separate order for replacement FermaGlo Products if desired.

#### 10.4 Return of Unsold Inventory by a Terminating Business Partner:

In addition to a potential return under the sixty (60) day Customer Satisfaction Guarantee, one year from your enrollment date, a terminating Business Partner may return unsold FermaGlo Products and/or Business Starter Packs that they personally purchased from FermaGlo within sixty (60) days from date of purchase for a refund if they do not wish to sell or use the items and the items are resalable (see Section 10.5 below). Upon FermaGlo's receipt of the returned FermaGlo Products, the Company will refund 100% of the original purchase price of the resalable items. The refund will be credited to the same credit card used for the original order or by such other method as determined by FermaGlo. Business Partners who voluntarily terminate must submit a properly completed and signed Termination Notice Form to the Sales Support Department at BP@fermaglo.com which will be effective when received and processed by FermaGlo. (Please allow seven to ten (7-10) Business Days for processing once the termination request has been received.) Return of a Business Starter Pack will be considered a termination of the Business Partner Agreement. If a Business Partner has received reimbursement from FermaGlo Corporate for a Business Starter Pack through any type of incentive program, they will not be eligible for a refund upon termination.

**\*Business Partners residing in Maryland, Wyoming, Massachusetts, and Puerto Rico may exceed the sixty (60) days repurchase period, so long as the abovementioned criteria are met.**

#### 10.5 Resalable Items:

FermaGlo Products are "resalable" only if they meet all of the following requirements:

- o the items are unopened and unused;
- o the packaging and labeling are current and have not been altered or damaged;
- o the items have a current shelf life;
- o the items and their packaging are in such condition that it is commercially reasonable within the trade to sell the items at full price;
- o the items, at the time of purchase, are not identified as non-returnable, discontinued, expired or seasonal items; and
- o Business Starter Packs must meet all of the above requirements and must also have all components of the Pack included in the return.

#### 10.6 Items Purchased from Approved Third-Party Suppliers

FermaGlo Marketing Materials, FermaGlo Business Supplies and other items purchased from approved third-party suppliers are not supplied by FermaGlo, and FermaGlo cannot accept returns of any such items.

### SECTION 11: ADVERTISING AND USE OF FERMAGLO TRADEMARKS AND OTHER FERMAGLO CONTENT



### 11.1 General.

The FermaGlo Trademarks and FermaGlo Content represent FermaGlo's quality, integrity and service, and are valuable business assets that support a successful FermaGlo Independent Business Partner business. The FermaGlo Trademarks, when properly used, lend strength, professionalism and credibility to Business Partnerships. Accordingly, FermaGlo and Business Partners have a mutual interest in protecting the integrity of the FermaGlo Trademarks. For this reason, Business Partners must use the Trademarks and FermaGlo Content only as permitted by Section 11. Any content or trademark visible to the public must be approved by FermaGlo. FermaGlo Trademarks and FermaGlo Content made available by the Company.

### 11.2 Trademark Ownership.

FermaGlo is the sole and exclusive owner of all rights, title and interest in the FermaGlo Trademarks and FermaGlo Content, including all related intellectual property and proprietary rights, subject only to the specific licenses granted to Business Partners in Section 11. Except as expressly set forth in this Section, Business Partners shall not acquire or claim any rights in any FermaGlo Trademarks or FermaGlo Content. No Business Partner's use of any FermaGlo Trademark or FermaGlo Content shall give the Business Partner any right, title or interest in or to the FermaGlo Trademark or FermaGlo Content and all such use and associated goodwill will inure solely to the benefit of FermaGlo.

### 11.3 License.

Subject to full compliance with the terms and conditions of the Business Partner Agreement and this Section 11, FermaGlo grants each Business Partner a non-transferable, nonexclusive right during the term of the Business Partner Agreement to use the FermaGlo Trademarks solely to promote the FermaGlo Products (as outlined in Section 11.4) and to indicate that the Business Partner is an authorized FermaGlo Independent Business Partner. Business Partners who wish to use a FermaGlo logo must use the Independent Business Partner logo which is available on the Website. Business Partners are not permitted to change or modify the Independent Business Partner Logo in any way.

### 11.4 Restrictions.

To ensure that the intellectual property of FermaGlo is legally protected, Business Partners are not permitted to: (i) use any trademark or service mark confusingly similar to any FermaGlo Trademark or FermaGlo Content; (ii) combine any FermaGlo Trademark or FermaGlo Content with any other brand's tagline, trademark, image, logo or other intellectual property; (iii) remove any FermaGlo Trademark or FermaGlo Content from the FermaGlo Products, FermaGlo Marketing Materials or FermaGlo Business Supplies; (iv) modify any FermaGlo Trademark or FermaGlo Content; (v) use or register any domain name that includes any FermaGlo Trademark, FermaGlo Content or any mark confusingly similar thereto; (vi) use any FermaGlo Trademark or FermaGlo Content in connection with any products other than the genuine FermaGlo Products; (vii) use any FermaGlo Trademark or FermaGlo Content in connection with any other services, businesses or opportunities other than the Business Partnership; (viii) register or attempt to register any FermaGlo Trademark or confusingly similar trademarks in any class of products or services anywhere in the world; (ix) use any trade name or business name in connection with their Business Partnerships that includes any FermaGlo Trademark or FermaGlo Content; or (x) use the Proactiv® Trademark on or in connection with any FermaGlo Products, FermaGlo Marketing Materials or FermaGlo Business Supplies, or otherwise in connection with their Business Partnerships.



#### 11.5 FermaGlo Marketing Materials and Business Supplies.

The Company's FermaGlo Products and business model are subject to significant regulation, including by the Food & Drug Administration (FDA) and the Federal Trade Commission (FTC). To help address the highly regulated nature of the Company's FermaGlo Products and business model, FermaGlo has arranged for approved FermaGlo Marketing Materials and Business Supplies to be available to Business Partners for use in promoting the FermaGlo Products and programs. Sections 6.3 and 6.4 explain what claims can be made about FermaGlo Products and business model. Each Business Partner is nonetheless responsible for legal compliance for any advertising and promotion they undertake to promote FermaGlo Products or their Business Partnership. These materials are available through the Business Partner Only category of the FermaGlo Website. If Business Partners have particular needs for FermaGlo Marketing Materials or Business Supplies that are not available through the Company, Business Partners may submit suggestions to the FermaGlo Marketing Department at [Marketing@fermaglo.com](mailto:Marketing@fermaglo.com). FermaGlo, however, is under no obligation to provide specially requested FermaGlo Marketing Materials or Business Supplies. FermaGlo's specific policies regarding Business Partner-created Marketing Materials are as follows:

##### 11.5 (i): Trademark Merchandise

Business Partners who wish to use items with the FermaGlo Trademarks, including the FermaGlo logos, may purchase merchandise approved by FermaGlo through the Business Partner Only category of the FermaGlo Website, and a Business Partner's PWS. Business Partners are not permitted to add FermaGlo Trademarks to any items or merchandise. Co-branding Business Partner team logos with FermaGlo Trademarks, including the FermaGlo logos, is not permitted.

##### 11.5 (ii): Branded Assets

Business Partners may use the Marketing Materials, including socially shareable assets, images, video, brochures, flyers and invitations, that FermaGlo makes available on a variety of virtual sites, including but not limited to the Library, Company newsletters, and any FermaGlo Event websites. Because FermaGlo and its Business Partners must comply with direct selling and product-related regulations and intellectual property laws, all of which also serve to protect the FermaGlo brand and respect the intellectual property rights of third parties, Business Partners may not create their own flyers or invitations to advertise or promote the FermaGlo Products or the Program.

##### 11.5 (iii): Videos

Business Partners may use FermaGlo corporate videos to advertise or promote the FermaGlo Products and Company programs. Corporate videos must be re-posted in their entirety and may not be modified in any way. It is the Business Partners' responsibility to ensure that they are using the most current version of FermaGlo videos. In some cases, Business Partners are allowed to create and share their own videos so long as the rules outlined next are followed.

1. Personal Videos on Public Forums. In general, Business Partners may not post personal videos on public forums using the FermaGlo Trademarks or FermaGlo Content (as defined in Appendix A). However, Business Partners may post videos on public forums discussing specific approved FermaGlo Products, but must follow the rules outlined below:



1. ONLY approved FermaGlo Products can be featured. For a full list of approved FermaGlo Products contact [Marketing@fermaglo.com](mailto:Marketing@fermaglo.com).

2. Business Partners are not permitted to discuss FermaGlo programs.

3. Business Partners must identify themselves as an FermaGlo Independent Business Partner.

4. Business Partners may not share videos of others without first obtaining their express, written consent.

5. No videos featuring anyone under the age of eighteen (18) may be shown without express, written parental consent and no videos may feature anyone thirteen (13) years of age or younger.

6. All claims must be compliant.

7. The following disclaimer must be used in its entirety: **“Always read the label. Use as directed. Results may vary.”**

8. Videos may not be longer than three (3) minutes.

9. If required, always tag videos with appropriate hashtags.

2. Personal Videos on Private Forums. Business Partners may not create personal videos that use FermaGlo Trademarks or FermaGlo Content solely for training other Business Partners.

3. Product Videos. Any video that discusses or mentions FermaGlo Products must include this additional disclaimer:

**“Do not use the information provided as a substitute for medical advice. Results vary and depend on multiple factors, including age, gender, skin or hair type and condition, other products used, health history, climate, lifestyle and diet. FermaGlo makes no guarantee as to the results that you may experience.”**

The disclaimers required in this Section must be provided in their entirety in the video, either verbally or displayed in writing for a reasonable period to enable the viewer to review the information. It is the responsibility of the Business Partner to ensure any of the material they are recording is compliant with these Policies and Procedures, as well as any federal, state or local laws.

If Business Partners use the trademarks, trade names, service marks, copyrights or intellectual property of any third party in any personal video, it is solely their responsibility to ensure that they have received the proper license to use such intellectual property and to pay the appropriate license fee. Business Partner warrants that they either own all the content in the video or are authorized to use any materials that do not belong to them, including music that requires licensing. If any demands or legal claims are made against FermaGlo or its officers or employees as a result of a Business Partner’s personal video, they promise to defend and indemnify FermaGlo and be responsible and assume financial liability for responding to those claims or demands.

No other videos are approved for Business Partner use and, as such, Business Partners may not create videos that combine personal material with the FermaGlo Trademarks or FermaGlo Content except as provided above. Finally, the videography of guest speakers at FermaGlo corporate events may be prohibited and





Business Partners must comply with any specific instructions in that regard. For details on video streaming of events, see subsection below entitled “Video Streaming.”

#### 11.5 (iv): Video Streaming

Facebook Live and other streaming services are methods Business Partners may use to share information about FermaGlo live with their prospective Customers. Business Partners may share content such as their own personal “why” and information on FermaGlo Products or Company programs, provided they comply with the requirements of Section 6.3 regarding Product Claims and Section 6.4 regarding Income Claims. During a live event, Business Partners must include the same disclaimers as required in a video. While this content is streaming live, it is not otherwise subject to the Video Policy, as discussed above. This means Business Partners may host live streamed events on public forums. Once the content is saved, however, it is considered a video and is subject to the Video Policy. Live video streaming at events sponsored by FermaGlo is subject to restriction and Business Partners must obtain permission before live streaming those events. This subsection only pertains to Business Partner-led events.

#### 11.5 (v): Audio and Video Recordings

Training calls and business presentations may be recorded, subject to the following: If initiated by FermaGlo, FermaGlo will ensure that participants are informed at the beginning of the call that it is being recorded. For any call initiated by Business Partners, it is the Business Partner’s responsibility to ensure that participants are informed at the start of the call that it is being recorded. It is likewise the responsibility of Business Partners that they ensure that any of the material they are recording is compliant and abides by these Policies and Procedures, as well as any federal, state or local laws.

#### 11.5 (vi): Product Presentations

Business Partners may use the FermaGlo Product presentation materials that FermaGlo has made available through the Business Partner Only category of the FermaGlo Website to promote the FermaGlo Products and Company programs. Corporate FermaGlo Product and Company program presentations must be re-posted in their entirety and may not be modified in any way. It is the Business Partners’ responsibility to ensure that they are using the most current version of FermaGlo Product and Company program presentations; no other presentations are approved for Business Partner use.

#### 11.5 (vii): Training Tools

FermaGlo makes available optional training tools through the Business Partner Only category of the FermaGlo Website to advertise or promote the FermaGlo Products and Company programs. Training tools that are not compliant with these Policies and Procedures may be subject to compliance action.

### 11.6 General Advertising Policies.

Business Partners must ensure that they only engage in advertising and marketing activities directed to Customers or potential Customers that comply with all applicable federal and state laws, rules and regulations, as well as any applicable platform terms, rules or guidelines. This includes, without limitation, compliance with all FTC guides, including the FTC’s Endorsement Guides and FAQs, privacy laws, and laws, rules and regulations concerning email, SMS/text and phone calls. Business Partners should consult their own legal counsel for any questions about their compliance obligations. Appropriate locations for distribution of



advertising and marketing materials include bulletin boards, message boards and digital message boards located in public places and private businesses.

#### 11.7 Mass Media Advertising.

As a matter of fairness to all FermaGlo Business Partners, Business Partners are not permitted to advertise or sell FermaGlo Products or Company programs on or via television, radio, billboards, national print, online channels including third-party online marketplaces, Internet ads such as Google ads or the like, through mass mailings or through channels otherwise deemed inappropriate by FermaGlo. Subject to the other requirements of this Section, Business Partners are permitted to advertise in their local newspaper, local mailings, and non-Internet ad outreach within a fifty (50) mile radius of their home zip code, community newsletters, local opportunities, local business directories, through their local Chamber of Commerce and through telephone book listings provided the advertisement does not exceed \$1,500 value (per activity). Telephone directory listings must comply with Section 11.16 below. For promotion on Business Partner's Personal Website, see Section 11.12.

#### 11.8 Selling Via Third-Party Internet Sites:

Business Partners may sell the FermaGlo Products through their personal website or through the FermaGlo Website and may also direct Customers to purchase the FermaGlo Products through the FermaGlo Website. Sales of the FermaGlo Products or FermaGlo branded assets, through any other website, including but not limited to third-party Internet sites such as eBay, Amazon, Craigslist, VarageSale, Facebook Marketplace, Mercari, Walmart Marketplace and/or Poshmark, are strictly prohibited. This rule is required for many reasons, including consumer protection and compliance with laws regarding the FermaGlo Products. Violation of this Section may subject Business Partners to immediate termination.

#### 11.9 Search Engines, Keywords and Meta-Tags.

FermaGlo endeavors to promote the brand and Company, generate FermaGlo Product awareness and elevate the global FermaGlo community on behalf of our Business Partners worldwide through search engine marketing (SEM) and other paid online advertising programs. Business Partners agree to cooperate fully with FermaGlo's effort to boost the search rank of FermaGlo-owned sites on search engine results pages (SERPs) in all markets by not competing with the Company for branded keyword terms and phrases, including but not limited to "FermaGlo," and more. Business Partners may not bid on or purchase (or encourage or solicit any third party to bid on or purchase) any FermaGlo Trademark, FermaGlo Content, or any term containing any FermaGlo Trademark or FermaGlo Content as a meta-tag, keyword, paid search term, sponsored advertisement or sponsored link in both global and local markets.

#### 11.10 Business Partner Personal Website

It is the responsibility of each Business Partner to ensure that their Personal Website fully complies with the applicable Terms and Conditions, the FermaGlo Website Terms and Conditions, these Policies and Procedures and all applicable federal and state rules and regulations. The requirement of compliance also extends to any social networking site that is linked from a Business Partner's Personal Website. FermaGlo reserves the right to disable any link from a Business Partner's Personal Website to a non-compliant social networking site or posting. The Personal Website may not be promoted or marketed via mass media as outlined in Section 11.7. Subject to Sections 11.9 and 11.14, Business Partners are permitted to purchase their



own personalized URL (which shall not include any FermaGlo Trademarks) through a third party and redirect to their own Personal Website sites. For additional information regarding social networking refer to Section 6 and to the Social Media Guidelines located on the Website. For additional information regarding Personal Website content requirements refer to the Personal Website training materials located on the FermaGlo Website.

Business Partners may update their Personal Website for a replicated site for a fee of \$49.99.

#### 11.11 Social Networking and Social Media:

Business Partners may join social networking sites, online forums, discussion groups, blogs and other forms of Internet communication to leverage the power of the FermaGlo brand and to communicate the benefits of the FermaGlo Products and Company programs. Online social pages belonging to a Business Partner may be used to drive traffic to a PWS or to the FermaGlo Website. However, social pages belonging to influencers or other companies or brands may not be used to drive traffic to a Business Partner's PWS. Social networks include but are not limited to such sites as Facebook, Instagram, Pinterest, LinkedIn, Twitter, etc.

Business Partners may use their own social networking profiles to advertise and promote their FermaGlo businesses and the FermaGlo Products, and direct traffic to their respective PWS site or the FermaGlo Website. No actual sales of FermaGlo Products, however, may be processed on social networking profiles or groups and no pricing may be shown on an image or in the text of a post. Profiles a Business Partner generates in any social community where FermaGlo, the FermaGlo Products or Company programs are discussed or mentioned must clearly identify the Business Partner as a FermaGlo Independent Business Partner, and when a Business Partner participates in those communities, Business Partners must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at FermaGlo's sole discretion and offending Business Partners will be subject to disciplinary action. If a link is provided, it must link to the Business Partner's (PWS or , to a Business Partner's Independent Website that has been approved by FermaGlo pursuant to Section 11.12, or to the FermaGlo Website.

Business Partners may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Business Partners create or leave must be useful, unique, relevant and specific to the blog's article.

Business Partners who use social networking sites must also comply with the rules associated with that particular website or network. For example, some sites prohibit users from advertising products. Federal and state agencies have established guidelines and rules for what may and may not be communicated and even a Business Partner's personal experience may not conform to these regulatory guidelines. Business Partners who provide testimonials on social networking sites and otherwise on the Internet are responsible for ensuring that their testimonials comply with all applicable laws and regulations.

Business Partners may describe, in general terms, the positive impact of FermaGlo on their lifestyle or the positive visible results they have personally experienced from using the FermaGlo Products so long as the requirements of Sections 6.3 and 6.4 regarding claims are met.

In addition to the foregoing general provision, FermaGlo's specific policies regarding Social Networking and Social Media are as follows:



#### 11.11 (i): Business Partners Are Responsible for Postings

Business Partners are personally responsible for their postings and all other online activity that relates to FermaGlo. Therefore, even if a Business Partner does not own or operate a blog or social media site, if a Business Partner makes a post that relates to FermaGlo or which can be traced to FermaGlo, the Business Partner is responsible for the posting. Business Partners are also responsible for postings which occur on any blog or social media site that the Business Partner owns, operates or controls. FermaGlo reserves the right to require the removal of non-compliant or infringing posts from any Business Partner's social media pages and may terminate the Business Partner Agreement of any Business Partner who materially or repeatedly breaches this Section.

#### 11.11 (ii): Identification as a FermaGlo Independent Business Partner

Business Partners must disclose their full names on all social media postings, and conspicuously identify themselves as FermaGlo Independent Business Partners. In addition to the foregoing, Business Partners may use the FermaGlo Independent Business Partner logo in social networking profiles. The FermaGlo Independent Business Partner logo is available in the Library. Anonymous postings or use of an alias are prohibited.

#### 11.11 (iii): Deceptive Postings

Postings that are false, misleading or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the FermaGlo Products, the Program, and/or Business Partner biographical information and/or credentials.

#### 11.11 (iv): Use of Third-Party Intellectual Property

Subject to Section 11.4, if Business Partners use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is solely their responsibility to ensure that they have received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and Business Partners must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property. A Business Partner may be personally liable for any violation of this policy should the owner of the intellectual property bring an action. In addition, it is important not to repost any posts which violate this policy.

#### 11.11 (v): Respecting Privacy

Business Partners must respect the privacy of others and be judicious in their postings. Business Partners must not engage in gossip or advance rumors about any individual, company or competitive products or services.

#### 11.11 (vi): Ethics & Legal Compliance

Business Partners must conduct themselves with professionalism, ethically and in full compliance with all laws on social networking sites. Business Partners are responsible for ensuring that any post or other social media activity that promotes the FermaGlo Products or Company programs is legally compliant, and complies with any applicable platform terms, rules or guidelines. This includes ensuring that their postings are truthful and



accurate and that any legally required disclosures are made in compliance with applicable law. Report non-compliant posts to the Compliance Department at [Compliance@fermaglo.com](mailto:Compliance@fermaglo.com).

11.11 (vii): Prohibited Postings Business Partners may not make any posting, or link to any posting or other material, that:

Is sexually explicit, obscene or pornographic;

Is profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise);

Is solicitous of any unlawful behavior;

Engages in personal attacks on any individual, group or entity; Is in violation of any intellectual property rights of the Company or any third party; or

Is not consistent with the standards set forth in these Policies and Procedures.

For ease of reference on how to ensure that a social media profile is in compliance with the Policies and Procedures, see the Social Media Guidelines available on the FermaGlo Website.

11.11(viii): Social Media and Online Presence with Independent Website like Features

FermaGlo reserves the sole and exclusive right to classify a Business Partner's social media and online presence as the functional equivalent of operating an independent website. In such an instance, the Business Partner must adhere to the Company's policies regarding Independent Websites. For example, a blog, a website developed on a blogging platform and other social media presence that is developed for the primary purpose of marketing or promoting the FermaGlo Products or the Program, may be classified by the Company as an independent website. For additional information on Business Partner's Personal Website, refer to Section 11.10.

11k (ix): Influencers

Business Partner's shall not engage influencers to promote FermaGlo products.

"To be compliant with FTC guidelines, if you choose to review this product, please clearly and conspicuously state that you received this product for free from an FermaGlo Independent Business Partner. This must appear in the first line of the post if shared on social media or at the top of the communication (e.g., top of the Blog or in the Vlog). This cannot be in the comments section of the Blog, Vlog, or other messaging platform."

11.11 (xi): Social Networking and Personal Website Termination

If a Business Partner Agreement is terminated for any reason, the Business Partner must discontinue using the FermaGlo name, all of the FermaGlo Trademarks, trade names, service marks, other intellectual property and all derivatives of such marks and intellectual property, in any postings and on all social media sites that they utilize. If the Business Partner posts on any social media site on which they have previously identified themselves as a FermaGlo Independent Business Partner, they must conspicuously disclose that they are no longer a FermaGlo Independent Business Partner.



In the event of a voluntary or involuntary termination of a FermaGlo Business Partner Agreement, a Business Partner is required to remove all references to FermaGlo from social networking profile(s) from public view within ten (10) days of the date of termination. If the Business Partner has a specific FermaGlo social networking group presence, they are required to remove their social networking group from public view within ten (10) days of the date of termination. The name of the social networking group may be transferred to another FermaGlo Business Partner subject to FermaGlo approval.

#### 11.11 (xii): Sweepstakes, Contests and Giveaways

As an independent business owner, a Business Partner may choose to run a sweepstakes, contest or promotion. While such sales tools are not illegal, it is important to understand that they are regulated by law, and the regulations differ by state. Raffles, on the other hand, are not a suitable mechanism for providing incentives. Prizes over a certain dollar amount may implicate IRS reporting requirements. We strongly recommend that any Business Partner who wishes to run a sweepstakes, contest or promotion in conjunction with their FermaGlo business speak with a lawyer and/or consult the IRS website to ensure that it adheres to the relevant local laws and IRS reporting requirements. It is very important to ensure that all sweepstakes, contest or promotion are legally conducted. In all cases, a Business Partner must indicate that the sweepstakes, contest or promotion is not sponsored or approved by FermaGlo.

#### 11.12 Uninvited Solicitation

A Business Partner may not use or transmit unsolicited faxes, mass email distribution, unsolicited bulk email, unsolicited messaging or engage in “spamming” in connection with the advertising, promotion or sale of the FermaGlo Products or Company programs, or the operation of their respective Business Partnerships. The terms “unsolicited faxes” and “unsolicited bulk email” mean the transmission via telephone, facsimile or bulk electronic mail (i.e., similar message emailed to numerous recipients), respectively, of any material or information to any person on an unsolicited basis. The exceptions to this prohibition are faxes and email to: (i) any person who gave the Business Partner prior consent to send such fax or email and such permission has not been revoked; or (ii) any person with whom the Business Partner has an established business or personal relationship, as defined in Section 6.15, and such relationship has not been terminated by such person. Any email sent by or for a Business Partner advertising or promoting the FermaGlo Products, Company programs or the Business Partner’s Business Partnership must comply with requirements applicable to commercial emailers found in the Controlling the Assault of Non-Solicited Pornography and Marketing Act (“CAN-SPAM”) and the related FTC regulations, and any other applicable laws and regulations. Without limitation of the preceding paragraph, any electronic messages sent by email, social networking sites or other means by a Business Partner advertising or promoting the FermaGlo Products, Company programs or the Business Partner’s Business Partnership must meet all of the following requirements:

- the email must clearly identify the Business Partner as the sender of the email and as a FermaGlo Independent Business Partner;

- there must be a functioning return email address to the sender;

- there must be a notice in the email that advises the recipient that they may reply to the email via the functioning return email address to request that future email solicitations or correspondence not be sent to her or him (a functioning “opt-out” notice);





the email must include the Business Partner's physical mailing address;

the email must clearly and conspicuously disclose that the message is an advertisement or solicitation;

the use of deceptive subject lines and/or false header information is prohibited; and

all "opt-out" requests, whether received electronically or otherwise, must be promptly honored.

It is understood that Business Partners may send individual messages via email, text message, or social networking sites to persons they do not know but who are in the wider network of people they do know. Business Partners are required to use their best judgment to respect the privacy and other interests of such persons and to follow all of the foregoing rules and abide by the laws regarding the transmission of electronic messages. FermaGlo may periodically send commercial emails on behalf of Business Partners and Business Partners agree that FermaGlo may send such emails and that the Business Partners' names and physical and email addresses may be included in such emails as outlined above.

#### 11.13 Domain Names and Email Addresses.

Business Partners may not use or register any domain name or email address that consists of or contains any FermaGlo Trademark (see list set out in Appendix A), FermaGlo Content, or any mark confusingly similar, except that Business Partners may use a domain name that is provided by FermaGlo in connection with their respective PWS, as set out in Section 11.10. Domain names used in connection with any PWS must be in good taste and exhibit no vulgarity. FermaGlo reserves the right to prohibit the use of domain names deemed inappropriate by FermaGlo in its sole discretion.

#### 11.14 Newsletters.

Business Partner-created newsletters may be used for providing Customers linked to a Business Partner's CID with FermaGlo Product information. A Business Partner may use FermaGlo Trademarks or FermaGlo Content that FermaGlo provides for such purposes.

In addition to the foregoing, newsletters must comply with the following:

- o the newsletter must clearly identify the Business Partner as the publisher of the newsletter, must identify the Business Partner as a FermaGlo Independent Business Partner, and must include the FermaGlo Independent Business Partner logo;
- o the newsletters must include the Product Disclaimer where appropriate (the Product Disclaimer is defined in Appendix A); the newsletter must not reference Business Partner Earnings;
- o the newsletter must not be used to sell, advertise or promote any product, service or program other than the FermaGlo Products or Company programs; the newsletter may contain articles and other FermaGlo Content taken from downloadable FermaGlo Content that FermaGlo makes available for such purposes, provided that: (i) the FermaGlo Content is reproduced exactly as it originally appeared in the FermaGlo Marketing Materials without any modification; (ii) FermaGlo or the applicable individual author is credited as the author of the FermaGlo Content; and (iii) all copyright, trademark and other proprietary notices are reproduced with the FermaGlo Content as they originally appeared in the Library;



- o newsletters must comply with other sections of the Policies and Procedures, including to but not limited to, Section 11d, Section 11k, Section 11l and Section 11m; and
- o all “opt-out” requests for newsletters, whether received electronically or otherwise, must be promptly honored. Each Business Partner represents and warrants that any material or content that appears in their newsletters (other than material or content provided by FermaGlo) does not and will not infringe or misappropriate any patent, copyright, trademark, trade secret, publicity, privacy or other rights of any third person and is not and will not be hateful, discriminatory or vulgar.

#### 11.15 Directory Listings and Advertising:

##### 11.15 (i): Telephone and Online Directories

A Business Partner who wishes to appear in a telephone directory, online or otherwise, or other similar directory must list their name alphabetically according to their surname or, if the Business Partner is a Business Entity, the trade name, business name or DBA of the Business Entity. If the directory permits, the Business Partner’s name may be followed by the words “FermaGlo Independent Business Partner” and the Business Partner’s address and telephone number. A Business Partner is permitted to advertise their Business Partnership through telephone directory display ads provided they only use approved FermaGlo Trademarks.

##### 11.15 (ii): Toll-Free Numbers

A Business Partner may use and advertise toll-free telephone numbers in connection with their Business Partnership, which must be listed in accordance with the guidelines above. A Business Partner may not state or imply that their toll-free number is a FermaGlo number or is linked to any FermaGlo location. In addition, any use of a toll-free number in connection with infomercials or any other television programs is prohibited. Business Partners may not use or register any toll-free number that consists of or contains any FermaGlo Trademark (see list set out in Appendix A), FermaGlo Content, or any mark confusingly similar.

##### 11.15 (iii): Answering the Phone

A Business Partner may not answer (or have any phone answering service or device answer) the telephone by saying “FermaGlo,” or in any manner that would lead the caller to believe that they have reached FermaGlo or a FermaGlo office. A Business Partner is permitted to state that they are an Independent Business Partner for FermaGlo.

##### 11.15 (iv): Telemarketing Techniques

Business Partners must not engage in telemarketing in the operation of their FermaGlo Business Partnerships. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of the FermaGlo Products or to discuss the Program. “Cold calls” made to prospective Customers or Business Partners that promote the FermaGlo Products or the Program may constitute telemarketing and are prohibited. Business Partners shall not place or initiate any automated, outbound telephone call to any person that delivers any pre-recorded message (a “robocall”) regarding or relating to the FermaGlo Products or the Program.



#### 11.16 Personal Videos, Photographs and Recordings

If any personal photograph, video, audio tape or other recording of FermaGlo corporate events, Toni Vanschoyck or FermaGlo employees is posted on the Internet (on any social media site or otherwise), FermaGlo reserves the right at its discretion to require such personal video, audio tape or other recording to be immediately removed and not otherwise displayed. Any such personal photograph, video, audio tape or other recording must be of high quality and, in the sole discretion of FermaGlo, must not portray Toni Vanschoyck, or FermaGlo employees in a negative light or in a way that may embarrass or damage the reputation of FermaGlo or the individuals appearing in the photograph, video, audio tape or recording.

Business Partners may distribute, reproduce or post on the Internet videos, photographs or recordings that are made available by FermaGlo for use by Business Partners. It is the responsibility of Business Partners to ensure that any of the material they are sharing is compliant and abides by these Policies and Procedures, in particular Section 11.5.

#### 11.17 Reporting Online Policy Violations

Business Partners may participate in social networking as outlined in these Policies and Procedures. To comply with legal requirements and maintain the Company's brand integrity, any Business Partner who suspects a policy violation must report as much information as possible, including detailed descriptions and screenshots, to [Compliance@fermaglo.com](mailto:Compliance@fermaglo.com).

#### 11.18 Competing Programs.

Business Partners are prohibited from participating in programs with and/or working for, or receiving any commission from, companies with hair product lines ("Competing Businesses"). Such participation will be considered a breach of these Policies and Procedures, and the Business Partner Agreement. Business Partner may be terminated immediately for participation or engaging with Competing Businesses.

### SECTION 12: COMPENSATION

#### 12.1 Generally

Business Partners will receive Commissions on Commissionable Sales, subject to Business Partners' compliance with the Business Partner Agreement. FermaGlo reserves the right to change, alter, or adjust Commissions and what constitute Commissionable Sales. Commissions are calculated in relation to purchases by Business Partners or Customers. Commissionable Sales do not include Business Partner's direct sales of FermaGlo Products to Customers. The Retail Price is the suggested retail price published by FermaGlo in the Marketing Materials and on the FermaGlo Website. When a FermaGlo Product is returned for credit or refund, an adjustment to Commissions will be made in relation to the returned FermaGlo Product. The adjustment to Commissions will be made for the Commission Period in which the FermaGlo Product was returned for the Business Partner receiving the Commissions and such adjustments will be deducted in the Commission Period during which the FermaGlo Product was returned.

#### 12.2 Payment Processing

FermaGlo uses an independent third-party payment processor ("Payment Processor") to pay Commissions earned by Business Partners as described in these Policies and Procedures. The Payment Processor will set up



an account for Business Partners in their Business Suit, and will deposit monies owed to Business Partners into their Payment Accounts. Business Partners are responsible for reviewing the Payment Processor's privacy policy to better understand how the Payment Processor handles Business Partner's personal information and Customer Data. All Commissions that Business Partners may earn will be paid through FermaGlo. This payment processing service may be terminated or modified by FermaGlo or the Payment Processor at any time upon notice as specified in these Policies and Procedures. Business Partners may manage their Accounts directly or may direct inquiries to Account support via email at [Support@fermaglo.com](mailto:Support@fermaglo.com). For additional information refer to the Resources tab on your FermaGlo Business Suit account.

CONSULTANT ASSUMES THE RISK THAT FERMAGLO AND/OR ITS PAYMENT PROCESSOR MAY MAKE ERRORS THAT RESULT IN UNDERPAYMENT OR OVERPAYMENT TO A CONSULTANT, AND CONSULTANT AUTHORIZES FERMAGLO, THROUGH THE PAYMENT PROCESSOR, TO DEBIT OR CREDIT THEIR ACCOUNT AS NECESSARY TO CORRECT ERRORS. CONSULTANT UNDERSTANDS AND AGREES THAT TO THE EXTENT PERMITTED BY LAW NEITHER FERMAGLO NOR THE PAYMENT PROCESSOR, NOR THEIR RESPECTIVE OFFICERS, MEMBERS, DIRECTORS, OWNERS, EMPLOYEES, OR AGENTS SHALL BE HELD RESPONSIBLE FOR ANY DAMAGES THAT RELATE TO OR ARISE FROM AN ERROR THAT RESULTS IN AN UNDERPAYMENT OR OVERPAYMENT TO A CONSULTANT, AND CONSULTANT WAIVES ANY AND ALL CLAIMS WITH RESPECT THERETO.

#### 12.3. Commission Period

A "Commission Period" means a calendar week, Sunday to Saturday. Orders received on the last day of a Commission Period via the FermaGlo Website or Business Partners' Personal Webpage by 11:59 p.m. Pacific Time will be included for that Commission Period's Commission period calculation. All orders received after the cut-off date will be included in the Commission calculation for the following Commission Period. With respect to a Commission Period, Commission payments will be issued to Business Partners on Friday following the close of that Commission Period, unless otherwise notified by FermaGlo.

#### 12.4 Return Adjustments

The Commissions attributable to purchased FermaGlo Product(s) are not considered earned until after the applicable return period has expired. When a FermaGlo Product is returned to FermaGlo for a refund or funds are returned to a Business Partner or Customer due to a credit card chargeback, Commissions attributable to the returned FermaGlo Product(s) or funds will be deducted from the Business Partner's Commissions. These deductions will be made in the month in which the refund was given and will continue every Commission Period thereafter until the Commissions are recovered from the Business Partner who received the Commissions on the sale of the returned FermaGlo Product or disputed charge. In the event any Business Partner's Business Partner Agreement is voluntarily or involuntarily terminated and the amounts of the Commissions attributable to the returned FermaGlo Product(s) or returned funds have not yet been fully recovered by FermaGlo, the remainder of the outstanding balance may be set off against any Earnings amounts owed to the terminated Business Partner. **FermaGlo reserves the right to review and terminate any account for consistently excessive or improper return activity associated with non-defective merchandise.** For additional information on adjustments for returned FermaGlo Products refer to Section 12.1.



## 12.5 Inactive Accounts.

After one (1) year of having a positive balance in your Payment account without activity (example: No new loads via the Commission plan, no transfers, etc.), there will be a yearly maintenance fee applied. After the conclusion of one (1) year, your account will go to inactive status for ninety (90) days before it's finally terminated. FermaGlo will attempt to notify the Business Partner of the fees being imposed by sending notice to their last known email address. Fees imposed on inactive accounts will be deducted from the current balance until the sooner of (a) the balance on the account equals \$0.00, or (b) the balance is determined abandoned under applicable unclaimed property law and the funds will be allocated to the state in which you reside. The positive balance in a Business Partner's Payment account will be withdrawn and the unclaimed Commissions and credits in the account will be paid to the relevant authority responsible for administering unclaimed monies in the relevant jurisdiction if the monies remain unclaimed for the statutory period under applicable state law. CONSULTANTS WAIVE ALL CLAIMS AGAINST FERMAGLO, THE PAYMENT PROCESSOR AND THEIR OFFICERS, DIRECTORS, MEMBERS, OWNERS, EMPLOYEES, AND AGENTS RELATING TO THE CLOSURE OF A CONSULTANT'S ACCOUNT OR WITHDRAWAL OF FUNDS, EVEN IF THE LIKELIHOOD OF SUCH DAMAGES OR LOSSES ARE MADE KNOWN TO FERMAGLO AND/OR THE PAYMENT PROCESSOR PRIOR TO THE TIME OF THE CANCELLATION OR WITHDRAWAL.

## 13. SALE, ASSIGNMENT OR TRANSFER OF A BUSINESS PARTNER AGREEMENT.

A Business Partner may not sell, assign or otherwise transfer all or any portion of their interest in, or rights or obligations under, their Business Partner Agreement without the prior written approval of FermaGlo, in FermaGlo's sole discretion. Please note FermaGlo will not approve a request for the sale, assignment or transfer of a Business Partner Agreement if FermaGlo believes the sale, assignment or transfer is designed to circumvent any Policy or Procedure or is being used as a "shelter account" to continue to collect Earnings while placing the business in another individual's name. If FermaGlo believes that the goal of the sale, assignment or transfer is designed to circumvent any other policy it will conduct an investigation and may refuse the request in its sole discretion. Notwithstanding anything which may indicate to the contrary, Business Partner has no property right in their business or in ongoing relationships with other Affiliates.

## 14. TERMINATION AND SUSPENSION.

14.1 Voluntary Termination: A Business Partner has the right to terminate the Business Partner Agreement (and thereby end the Business Partner Agreement) at any time regardless of the reason. Business Partners who voluntarily terminate must begin the termination process by completing and submitting a Termination Notice Form, as found in the Website, or by submitting a properly completed and signed Termination Notice Form to the Sales Support Department at [SalesSupport@fermaglo.com](mailto:SalesSupport@fermaglo.com) that will be effective when received and processed by FermaGlo. (Please allow seven to ten (7-10) Business Days for processing once the termination request has been received.) A Business Partner may also voluntarily terminate the Business Partner Agreement by electing not to renew as described in Section 5.11. In addition, failure to renew the Business Partner Agreement is considered voluntary termination, as described in Section 5.11.



#### 14.2 Involuntary Termination:

In addition to the imposition of any remedial action described in Section 15, FermaGlo reserves the right to terminate the Business Partner Agreement of any Business Partner who, in the reasonable judgment of FermaGlo, fails to provide required information including, but not limited to, Social Security Number or Federal Tax Identification Number, or has violated the terms of the Business Partner Agreement, or for acts or omissions which FermaGlo reasonably deems to be harmful to the interests of other Business Partners, Customers or FermaGlo. Comments or social media posts that state, hint at, or allude to the fact that a Business Partner is no longer a FermaGlo Independent Business Partner will be considered a public announcement of the termination of their Business Partner Agreement with FermaGlo. Business Partners should recognize that the previously stated action may, without limitation, result in a notice of non-compliance and/or where appropriate, termination of the Business Partner Agreement. Involuntary termination shall be effective upon FermaGlo's notice to Business Partner.

#### 14.3 Effect of Termination.

Upon the voluntary or involuntary termination of a Business Partner Agreement, the former Business Partner shall have no right, title, claim or interest to the Business Partner Agreement or to the opportunity to receive any Commissions under the Business Partner Agreement from any Commissionable Sales after such expiration or termination of the Business Partner Agreement. A Business Partner whose Business Partner Agreement is terminated will lose all rights to participate in or benefit from the Program. This loss includes the loss of the right to sell the FermaGlo Products, use any FermaGlo Trademarks or other FermaGlo Content for any purpose, and the right to receive future Commissions.

In the event of termination, all licenses granted to the Business Partner hereunder, if any, shall automatically terminate, and the terminated Business Partner agrees to waive all rights, if any, they may have, including but not limited to, property rights, if any, to any Commissions. Former Business Partners shall not hold themselves out as Business Partners and shall not have the right to sell the FermaGlo Products or otherwise participate in the Program. Business Partners whose Business Partner Agreements are terminated shall receive Commissions for the last full Commission Period in which they were active and qualified prior to termination (less any amounts withheld during any suspension preceding an involuntary termination, any outstanding balance that may exist on the Business Partners' accounts, or any other amounts that may be owed to FermaGlo). For information regarding inactive Payment Accounts and unclaimed Commissions and credits, refer to Section 12.5. FermaGlo will not be liable to any Business Partner for damages of any kind solely as a result of the Company terminating a Business Partner Agreement in accordance with the terms set forth herein or a Business Partner voluntarily terminating their Business Partner Agreement, and termination of the Business Partner Agreement will be without prejudice to any other right or remedy of FermaGlo under the Business Partner Agreement or applicable law.

Upon any expiration or termination of the Business Partner Agreement, the following sections of these Policies and Procedures shall survive and continue: Sections 2, 3.2, 5.9 (with respect to Beneficial Owners' obligations related to their respective Business Entities), 6.7, 6.10, 6.11, 6.13, 6.14 (with respect to each of 6m and 6n, any Confidential Information or Customer Data retained by Business Partners after termination), 6.16, 6.17, 6.18, 11.1, 11.4, 11.8, 12.3, 13, 15.3, 16, 17 and 17.9.

#### 15. REMEDIAL ACTIONS, GRIEVANCES, AND COMPLAINTS





### 15.1. Remedial Actions

A violation of the Business Partner Agreement, or any act or omission that FermaGlo determines in its sole discretion may damage its reputation or goodwill, by a Business Partner, or their employees, independent contractors or agents, may be considered a breach of the Business Partner Agreement. FermaGlo will provide a notice of breach and a reasonable opportunity to cure the same, except that in instances where FermaGlo reasonably determines in its sole discretion that such breach is egregious and/or is not capable of being cured within a reasonable cure period, and/or is part of a repeated pattern of breaches, FermaGlo reserves the right to immediately terminate the Business Partner Agreement upon notice. Measures FermaGlo may take could include one or more of the following:

- o a notice email or telephone call;
- o issuance of a written warning letter to the offending Business Partner;
- o requiring the offending Business Partner to take immediate corrective measures; the withholding of all or part of the offending Business Partner's Commissions or as a result of FermaGlo's determination that such withholding is required in light of the circumstances. If the Business Partner Agreement is ultimately terminated, the Business Partner will not be entitled to recover any Commissions withheld during the investigation period;
- o suspension of the offender's Business Partner Agreement, including suspension of payment of Commissions for one or more Commission Periods;
- o involuntary termination of the offender's Business Partner Agreement; any other measure permitted by applicable law, whether expressly allowed within any provisions of the Business Partner Agreement or which FermaGlo deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the offending Business Partner's policy violation or contractual breach; and
- o in situations deemed appropriate by FermaGlo, the Company may institute legal proceedings for monetary and/or equitable relief.

### 15.2 Grievances and Complaints.

When a Business Partner has a grievance or complaint with another Business Partner regarding any practices or conduct in relationship to their Business Partner Agreement, it may be reported in writing to the Compliance Department by emailing [Compliance@fermaglo.com](mailto:Compliance@fermaglo.com). If a Business Partner has a complaint of harassment or other inappropriate conduct on the part of an employee or representative of FermaGlo, the Business Partner may file a report with the Compliance Department by emailing [Compliance@fermaglo.com](mailto:Compliance@fermaglo.com). The Compliance Department will review the facts and may attempt to assist the Business Partner to resolve the issue. If the issue is such that a Business Partner feels threatened with serious bodily harm or believes they are the victim of financial fraud or other criminal activity, then the Business Partner should contact law enforcement authorities and file a police report and also report such activity to [Compliance@fermaglo.com](mailto:Compliance@fermaglo.com).

## 16. WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION

16.1 Warranty; Disclaimer: FermaGlo warrants to Business Partners that the FermaGlo Products as and when delivered by FermaGlo shall be free from material defects. FermaGlo's sole obligation to Business Partners, and Business Partners' sole and exclusive remedy, for breach of this warranty shall be to return any defective FermaGlo Product and receive a replacement or refund as described in Section 10. TO THE



MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FERMAGLO HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE FermaGlo PRODUCTS, THE PROGRAM, FermaGlo MARKETING MATERIALS, FermaGlo BUSINESS SUPPLIES, AND ANY OTHER SUBJECT MATTER OF THE CONSULTANT AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, ACCURACY OR COMPLETENESS OF CONTENT, RESULTS, LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, AND CORRESPONDENCE TO DESCRIPTION.

#### 16.2 Limitation of Liability:

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY OR ANY FAILURE OF ESSENTIAL PURPOSE, IN NO EVENT SHALL A CONSULTANT OR FERMAGLO (INCLUDING ANY OF ITS RELATED PARTIES (AS DEFINED IN SECTION 17)) BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, DAMAGES, LOSSES, OR LOST PROFITS OR FUTURE REVENUES, ARISING OUT OF OR RELATED TO THE CONSULTANT AGREEMENT OR THE SUBJECT MATTER HEREOF (INCLUDING BUT NOT LIMITED TO THE FERMAGLO PRODUCTS, THE PROGRAM, FERMAGLO MARKETING MATERIALS OR FERMAGLO BUSINESS SUPPLIES), WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHER THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF THE CONSULTANT OR FERMAGLO (OR ANY OF ITS RELATED PARTIES) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN JURISDICTIONS THAT DO NOT GIVE EFFECT TO LIMITED LIABILITY OR EXCULPATORY CLAUSES, THIS PROVISION IS NOT APPLICABLE. IN JURISDICTIONS THAT ALLOW FOR EXCULPATORY OR LIMITED LIABILITY CLAUSES IN A LIMITED MANNER, THIS PROVISION IS APPLICABLE TO THE FULLEST EXTENT ALLOWED BY THE LAW OF SUCH JURISDICTION. IN JURISDICTIONS THAT GIVE FULL FORCE AND EFFECT TO LIMITATION OF LIABILITY CLAUSES, YOU AGREE THAT IN NO EVENT WILL FERMAGLO BE LIABLE TO YOU FOR ANY DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO SIX TIMES THE AVERAGE MONTHLY COMMISSIONS YOU RECEIVED FROM FERMAGLO OVER THE PREVIOUS TWELVE MONTHS.

#### 16.3 Indemnification

Each Business Partner agrees to indemnify, defend and hold harmless FermaGlo (together with its Related Parties as defined in Section 17), its agents, other Business Partners, stockholders, members, employees, directors, officers and attorneys (collectively “Indemnified Parties”) from and against any and all losses or liabilities (including attorneys’ fees) they may suffer or incur as a result of such Business Partner’s actions or inactions, or breach or alleged breach of the Business Partner Agreement, including, without limitation, any terms or conditions of these Policies and Procedures.

#### 17. Miscellaneous; Dispute Resolution

a. Severability: If any provision of the Business Partner Agreement is determined to be invalid or unenforceable, in whole or in part, such provision shall be reformed only to the extent necessary to make it



enforceable, and the remaining part of such provision and all other provisions of the Business Partner Agreement will continue in full force and effect to the maximum extent possible so as to effect the intent of the parties, or if incapable of such reform, only such limited portion of the provision that is held to be void or unenforceable shall be deleted from the Business Partner Agreement, and the remainder of the Business Partner Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect.

b. Waivers: The waiver by either party of a breach of or a default under any provision of the Business Partner Agreement will not be effective unless in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of the Business Partner Agreement, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

c. Governing Law: The Business Partner Agreement, which includes the Policies and Procedures, is to be construed in accordance with and governed by the laws of South Carolina, without regard to its choice of law principles, and the Federal Arbitration Act shall govern the Business Partner Agreement's Dispute Resolution Agreement, which is found in Section 17 of the Policies and Procedures, without giving effect to any state law to the contrary. This Business Partner Agreement is intended to govern the terms and conditions that apply to FermaGlo Business Partners for whom the United States (including the District of Columbia, Puerto Rico or Guam) is their Home Country, regardless of any individual's residence. To the extent that any provision of this Business Partner Agreement is not enforceable under applicable law, including Section 16600 of the California Business and Professions Code, which prohibits contracts that restrain persons from engaging in a lawful profession, trade or business of any kind, the parties agree to renegotiate such provision in good faith. In the event the parties cannot reach mutually agreeable and enforceable replacement for such provision, then: (a) such provision shall be stricken from this Agreement; (b) the balance of this Agreement shall be interpreted as if such provision were excluded; and (c) the balance of this Agreement shall be enforceable in accord with its terms.

d. Right to Use Third Parties: Notwithstanding anything to the contrary in the Business Partner Agreement, FermaGlo may use Business Partners or other contractors in connection with the performance of its obligations and the exercise of its rights under the Business Partner Agreement.

e. Force Majeure: FermaGlo will not be liable to any Business Partner for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, or inability to obtain raw materials, supplies, equipment or power needed to perform hereunder.

f. Interpretation: For purposes of interpreting the Business Partner Agreement: (i) headings are for reference purposes only and will not be deemed a part of the Business Partner Agreement; (ii) unless the context otherwise requires, the singular includes the plural and the plural includes the singular; (iii) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder," and other words of similar import refer to the Business Partner Agreement as a whole and not to any particular section or paragraph; and (iv) the words "include" and "including" shall not be construed as terms of limitation and shall therefore mean "including but not limited to" and "including without limitation."



g. Entire Agreement: The Business Partner Agreement, along with all documents incorporated by reference, in their current form and as amended by the Company in its sole discretion, constitute the entire agreement of the parties hereto with respect to its subject matter. The Business Partner Agreement supersedes all previous, contemporaneous, or inconsistent agreements, negotiations, representations and promises between the parties, written or oral, regarding the subject matter hereunder. There are no oral or written collateral representations, agreements or understandings except as provided herein.

h. Notices: Except as otherwise expressly set forth in the Business Partner Agreement, all notices required or permitted by the Business Partner Agreement shall be in writing and sent to the party to be notified. Notices to FermaGlo shall be sent to FermaGlo Inc., 1121 Park West Blvd, Suite B #132, Mt. Pleasant, SC 29466 Attention: Legal, or by email to support@fermaglo.com. Notices to a Business Partner shall be sent via email to the email address on the applicable Business Partner Application or updated Business Partner account profile or by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or certified or registered mail.

i. Dispute Resolution: THIS PROVISION CONTAINS AN AGREEMENT THAT AFFECTS HOW CLAIMS A BUSINESS PARTNER MAY HAVE AGAINST FERMAGLO, OR CLAIMS FERMAGLO MAY HAVE AGAINST A CONSULTANT, WILL BE RESOLVED. THE PARTIES UNDERSTAND AND AGREE THAT THE DISPUTE RESOLUTION AGREEMENT IN SECTION 17(i) OPERATES AS A SEPARATE AND DISTINCT AGREEMENT THAT IS SEVERABLE FROM THE REMAINDER OF THE BUSINESS PARTNER AGREEMENT AND IS ENFORCEABLE REGARDLESS OF THE ENFORCEABILITY OF ANY OTHER PROVISION OF THE BUSINESS PARTNER AGREEMENT OR THE BUSINESS PARTNER AGREEMENT AS A WHOLE. CONSIDERATION FOR THIS DISPUTE RESOLUTION AGREEMENT INCLUDES, WITHOUT LIMITATION, THE PARTIES' MUTUAL AGREEMENT TO ARBITRATE CLAIMS. THE PARTIES FURTHER UNDERSTAND AND AGREE THAT THE UNENFORCEABILITY OF THE BUSINESS PARTNER AGREEMENT IN WHOLE OR IN PART SHALL NOT SUPPORT A FINDING THAT THE DISPUTE RESOLUTION AGREEMENT IN SECTION 17(i) IS UNENFORCEABLE. THE FEDERAL ARBITRATION ACT ("FAA") SHALL GOVERN THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION 17(i) WITHOUT GIVING EFFECT TO ANY STATE LAW TO THE CONTRARY.

Any controversy, claim or dispute of whatever nature arising between Business Partner, on the one hand, and FermaGlo and/or the Related Parties (as defined below), on the other, including but not limited to those arising out of or relating to the Business Partner Agreement including these Policies and Procedures or the breach thereof, the sale, purchase or use of the FermaGlo Products or Business Starter Packs, or the commercial, economic or other relationship of Business Partner and FermaGlo and/or the Related Parties (for purposes of this Section 17(i), each a "party"), whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law or otherwise ("Dispute"), and any Dispute as to the arbitrability of a matter under this provision, shall be settled through negotiation, mediation or arbitration, as provided in this Section 17(i). If a Dispute arises, the parties shall first attempt in good faith to resolve it promptly by negotiation. Any of the parties involved in the Dispute may initiate negotiation by providing notice (the "Dispute Notice") to each involved party setting forth the subject of the Dispute and the relief sought by the party providing the Dispute Notice, and designating a representative who has full authority to negotiate and settle the Dispute. Within ten (10) Business Days after the Dispute Notice is



provided, each recipient shall respond to all other known recipients of the Dispute Notice with notice of the recipient's position on and recommended solution to the Dispute, designating a representative who has full authority to negotiate and settle the Dispute. Within twenty (20) Business Days after the Dispute Notice is provided, the representatives designated by the parties shall confer either in person at a mutually acceptable time and place or by telephone, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. At any time twenty (20) Business Days or more after the Dispute Notice is provided, but prior to the initiation of arbitration, regardless of whether negotiations are continuing, any party may submit the Dispute to JAMS for mediation by providing notice of such request to all other concerned parties and providing such notice and a copy of all relevant Dispute Notices and notices responding thereto to JAMS. In such case, the parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in promptly scheduling the mediation proceedings, and shall participate in good faith in the mediation either in person at a mutually acceptable time and place or by telephone, in accordance with the then-prevailing JAMS mediation procedures and this Section, which shall control. Any Dispute not resolved in writing by negotiation or mediation shall be subject to and shall be settled exclusively by final, binding arbitration before a single arbitrator or, for Disputes in excess of \$2 million, a panel of three arbitrators, in Tampa, Florida, in accordance with the then-prevailing Comprehensive Arbitration Rules of JAMS, Inc. No party may commence Arbitration with respect to any Dispute unless that party has pursued negotiation and, if requested, mediation, as provided herein, provided, however, that no party shall be obligated to continue to participate in negotiation or mediation if the parties have not resolved the Dispute in writing within sixty (60) Business Days after the Dispute Notice was provided to any party or such longer period as may be agreed by the parties. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as an arbitrator in the case. The parties understand and agree that if the arbitrator or arbitral panel awards any relief that is inconsistent with the Limitation of Liability provision in Section 16.2 herein, such award exceeds the scope of the arbitrator's or the arbitral panel's authority, and any party may seek a review of the award in the exclusive jurisdiction and venue of the courts of the State of Florida residing in Tampa Bay, Florida. Notwithstanding the foregoing, venue and jurisdiction for any claims or disputes arising under or relating to the Business Partner Agreement brought by residents of Louisiana shall be established pursuant to Louisiana law.

THE NEGOTIATION, MEDIATION OR ARBITRATION OF ANY DISPUTE SHALL BE LIMITED TO INDIVIDUAL RELIEF ONLY AND SHALL NOT INCLUDE CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. IN ANY ARBITRATION OF A DISPUTE, THE ARBITRATOR OR ARBITRAL PANEL SHALL ONLY HAVE THE POWER TO AWARD INDIVIDUAL RELIEF AND SHALL NOT HAVE THE POWER TO AWARD ANY CLASS, COLLECTIVE OR REPRESENTATIVE RELIEF. THE PARTIES UNDERSTAND AND AGREE THAT EACH IS WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS, COLLECTIVE OR OTHER REPRESENTATIVE ACTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ANY PARTY MAY BRING CLAIMS PURSUANT TO CALIFORNIA'S PRIVATE ATTORNEYS GENERAL ACT ("PAGA"), PROVIDED, HOWEVER, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY PAGA CLAIMS SHALL BE EXCLUSIVELY ARBITRATED IN ACCORDANCE WITH THIS SECTION 17(i), AND THE ARBITRATOR OR ARBITRAL PANEL SHALL HAVE AUTHORITY TO AWARD ANY AND ALL RELIEF AVAILABLE UNDER PAGA.

The parties agree that FermaGlo has valuable trade secrets and proprietary and confidential information. The parties agree to take all necessary steps to protect from public disclosure such trade secrets





and proprietary and confidential information. To the fullest extent allowed by law: 1) the costs of negotiation, mediation and arbitration, including fees and expenses of any mediator, arbitrator, JAMS, or other persons independent of all parties acting with the consent of the parties to facilitate settlement, shall be shared in equal measure by Business Partner, on the one hand, and FermaGlo and any Related Parties involved on the other, except where applicable law requires that FermaGlo bear any costs unique to arbitration (which FermaGlo shall bear); and 2) the arbitrator or arbitral panel or, in the case of provisional or equitable relief or to challenge an award that exceeds arbitral authority as described in this Section 17i, the court, shall award reasonable costs and attorneys' fees to the person or entity that the arbitrator, arbitral panel, or court finds to be the prevailing party; provided, however, that if fees are sought under a statute or rule that sets a different standard for awarding fees or costs, then that statute or rule shall apply. Although the Business Partner Agreement is made and entered into between Business Partner and FermaGlo, FermaGlo's affiliates, owners, members, managers and employees ("Related Parties") are intended third-party beneficiaries of the Business Partner Agreement for purposes of the provisions of the Business Partner Agreement referring specifically to them, including this agreement to negotiate, mediate and arbitrate. The parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Business Partner and FermaGlo, and the parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the other parties. Any party may seek specific performance of this Section, and any party may seek to compel each other party to comply with this Section by petition to any court of competent jurisdiction. For purposes of any provisional or equitable relief sought under this Section, the parties consent to exclusive jurisdiction and venue in the courts of the State of Florida residing in Tampa Bay, or the United States District Court for the Middle District of Florida. The pendency of mediation or arbitration shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that mediation or arbitration is pending. Nothing in this Section shall preclude any party from seeking interim or provisional relief concerning the Dispute, including a temporary restraining order, a preliminary injunction, or an order of attachment, either prior to or during negotiation, mediation or arbitration. In the event any portion of this Section 17(i) is found to be unenforceable, such portion shall be severable from the remainder of this Section 17(i), which shall remain in full force and effect.

ANY AMENDMENT BY FERMAGLO TO THE DISPUTE RESOLUTION AGREEMENT IN THIS SECTION 17(i) SHALL ONLY TAKE EFFECT UPON A BUSINESS PARTNER'S EXPRESS AGREEMENT TO SUCH AMENDMENT. A BUSINESS PARTNER MAY INDICATE HER OR HIS AGREEMENT TO SUCH PROPOSED AMENDMENT BY FOLLOWING THE INSTRUCTIONS THAT WILL APPEAR WHEN LOGGING IN TO THE FERMAGLO CORPORATE WEBSITE OR THE BUSINESS PARTNER'S PERSONAL WEBSITE. FERMAGLO MAY TERMINATE THE BUSINESS PARTNER AGREEMENT OF ANY BUSINESS PARTNER WHO DOES NOT AGREE TO A PROPOSED AMENDMENT TO THE DISPUTE RESOLUTION AGREEMENT IN SECTION 17(i) WITHIN THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OF THE AMENDMENT. ANY SUCH AMENDMENT SHALL APPLY TO ALL CLAIMS BROUGHT BY FERMAGLO OR THE BUSINESS PARTNER ON OR AFTER THE EFFECTIVE DATE OF THE AMENDMENT, REGARDLESS OF THE DATE OF OCCURRENCE OR ACCRUAL OF ANY FACTS UNDERLYING SUCH CLAIM.