



# Statement of Policies and Procedures

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# Policies and Procedures

## SECTION 1 - SYNTERRA HEALTH MISSION STATEMENT

Our mission is to improve lives around the world with advanced formulated health products, rewarding financial opportunities, and strategic charitable initiatives.

### 1.1 – CODE OF ETHICS

Synterra Health (hereafter “Synterra” or “the Company”) is a values-based company that prides itself on the quality and character of its Independent Business Associates. The following guidelines help ensure a uniform standard of excellence throughout our organization. Every Synterra Health Independent Business Associate is expected to practice the following ethical behavior when acting in the name of the company:

- I will be respectful of every person I meet while doing Synterra Health related business.
- At all times I will conduct myself and my business in an ethical, moral, legal, and financially sound manner.
- I will not engage in activities that would bring disrepute to Synterra Health, any Synterra Health corporate officer or employee, myself, or other Independent Business Associates.
- I will not make discouraging or disparaging claims toward other Synterra Health Independent Business Associates. I will ensure that in all Synterra Health business dealings I will refrain from engaging in negative language. I will refrain from making any type of slanderous statements.
- I will be truthful in my representation of Synterra Health products by making no diagnostic, therapeutic, curative, or exaggerated claims and by clearly stating all terms of sale. I understand any claim of cure, prevention, mitigation, or treatment or any prescription is strictly forbidden.
- I will provide support and encouragement to my Customers to ensure that their experience with Synterra Health is a successful one. I understand

that it is important to provide follow-up service and support to my downline.

- I will correctly represent all the bonus/compensation plans available through Synterra Health and the income potential represented therein. I understand I may not use my own income as an indication of others’ potential success, or use compensation checks as marketing materials.
- I will abide by all of Synterra Health’s Policies & Procedures as now in effect and as they may be amended in the future.

## SECTION 2 - INTRODUCTION

### 2.1 – POLICIES AND COMPENSATION PLAN

These Policies and Procedures, in its present form and as amended at the sole discretion of Synterra Health, are incorporated into the Independent Business Associate Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Synterra Health Independent Business Associate Application and Agreement, Terms and Conditions, these Policies and Procedures, and the Synterra Health Compensation Plan. These documents are incorporated by reference into the Synterra Health Independent Business Associate Agreement (all in their current form and as amended by Synterra Health). It is the responsibility of each Independent Business Associate to read, understand, adhere to, and ensure that they are aware of and operating under the most current version of these Policies and Procedures. When sponsoring or enrolling a new Independent Business Associate, it is the responsibility of the sponsoring Independent Business Associate to ensure that the applicant is provided with, or has online access to the most current version of these Policies and Procedures and the Synterra Health Compensation Plan prior to their execution of the Independent Business Associate Agreement.

### 2.2 – ADHERENCE TO THE SYNTERRA HEALTH COMPENSATION PLAN

Independent Business Associates must adhere to the terms of the Synterra Health Compensation Plan

as set forth in Official Synterra Health Literature. Independent Business Associates shall not offer the Synterra Health opportunity through, or in combination with any other system, program, or method of marketing other than that specifically set forth in Official Synterra Health Literature. Independent Business Associates shall not require or encourage other current or prospective Customers or Independent Business Associates to participate in Synterra Health in any manner that varies from the program as set forth in Official Synterra Health Literature. Independent Business Associates shall not require or encourage other current or prospective Customers or Independent Business Associates to execute any agreement, contract, or membership, other than those offered by the Company, in order to become a Synterra Health Independent Business Associate. Similarly, Independent Business Associates shall not require or encourage other current or prospective Customers or Independent Business Associates to make any purchase from, or payment to, any individual or other entity to participate in the Synterra Health Compensation Plan other than those purchases or payments identified as recommended or required in Official Synterra Health Literature.

### **2.3 – PURPOSE OF POLICIES**

Synterra Health is a direct sales company that markets its products through Independent Business Associates. It is important to understand that your success and the success of your fellow Independent Business Associates depends on the integrity of the men and women who market our products and services. To clearly define the relationship that exists between Independent Business Associates and Synterra Health, and to explicitly set a standard for acceptable business conduct, Synterra Health has established this Agreement.

Synterra Health Independent Business Associates are required to comply with (1) all of the Terms and Conditions set forth in the Agreement which Synterra Health may amend at its sole discretion from time to time and (2) all federal, state, and local laws governing their Synterra Health business and their conduct.

Because you may be unfamiliar with many of these

standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this manual carefully. It explains and governs the relationship between you, as an independent contractor, and the Company. If you have any questions regarding any policy or rule, do not hesitate to contact [compliance@SynterraHealth.com](mailto:compliance@SynterraHealth.com) or seek an answer from your upline.

### **2.4 – CHANGES TO THE AGREEMENT**

Because federal, state, and local laws, as well as the business environment, periodically change, Synterra Health reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By signing the Independent Business Associate Agreement, an Independent Business Associate agrees to abide by all amendments or modifications that Synterra Health elects to make. Amendments shall be effective upon notice to all Independent Business Associates that the Agreement has been modified. Notification of amendments shall be published in official Synterra Health materials. The Company shall provide or make available to all Independent Business Associates a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official website, (2) electronic mail (email), (3) fax-on-demand, (4) voice mail system broadcast, (5) inclusion in Company periodicals, (6) inclusion in product orders, or (7) special mailings. The continuation of an Independent Business Associate's Synterra Health business or an Independent Business Associate's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

### **2.5 – DELAYS**

Synterra Health shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of supply, or government decrees or orders.

## 2.6 – POLICIES AND PROVISIONS SEVERABLE

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

## 2.7 – WAIVER

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Synterra Health to exercise any right or power under the Agreement or to insist upon strict compliance by an Independent Business Associate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Synterra Health's right to demand exact compliance with the Agreement. Waiver by Synterra Health can be effectuated only in writing by an authorized officer of the Company. Synterra Health's waiver of any particular breach by an Independent Business Associate shall not affect or impair Synterra Health's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Independent Business Associate. Nor shall any delay or omission by Synterra Health to exercise any right arising from a breach affect or impair Synterra Health's rights as to that or any subsequent breach. The existence of any claim or cause of action of an Independent Business Associate against Synterra Health shall not constitute a defense to Synterra Health's enforcement of any term or provision of the Agreement.

## 2.8 – CORPORATE TOURS

You may visit Synterra Health's corporate owned facilities only at designated times. You must make an appointment in advance to arrange any such visit. At the time of the visit, you are immediately required to sign in at the front desk, and must be accompanied

at all times by a Synterra Health employee.

## SECTION 3 – BECOMING AN INDEPENDENT BUSINESS ASSOCIATE

### 3.1 – REQUIREMENTS TO BECOME AN INDEPENDENT BUSINESS ASSOCIATE

To become a Synterra Health Independent Business Associate, each applicant must:

- Be of the age of legal majority in his or her state of residence;
- Reside in the United States, U.S. Territories, or a country that Synterra Health has officially opened for business;
- Have a valid Social Security or Federal Tax ID number on file with the Company (if in the U.S.);
- Submit a properly completed, Synterra Health-authorized Independent Business Associate Agreement to the Company.

### 3.2 – NO PRODUCT PURCHASE REQUIRED

No person is required to purchase Synterra Health products, services or sales aids, to become an Independent Business Associate. However, each applicant must purchase a \$49.95 Distributor Kit. This Kit will include various marketing materials, and includes the \$39.95 annual membership fee. Synterra Health will repurchase resalable kits from any Independent Business Associate who terminates their Independent Business Associate Agreement pursuant to the terms of Section 14.

### 3.3 – INDEPENDENT BUSINESS ASSOCIATE BENEFITS

Once an Independent Business Associate Agreement has been accepted by Synterra Health, the benefits of the Compensation Plan and the Independent Business Associate Agreement are available to Independent Business Associates in good standing. These benefits include the right to:

- Sell Synterra Health products in accordance with Policies & Procedures;
- Participate in the Synterra Health Compensation Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as Customers or

Independent Business Associates into the Synterra Health business and thereby, build a marketing organization and progress through the Synterra Health Compensation Plan;

- Receive periodic Synterra Health literature and other Synterra Health communications;
- Participate in Synterra Health-sponsored support, service, training, motivational and recognition functions (upon payment of appropriate charges, if applicable); and
- Participate in promotional and incentive contests and programs sponsored by Synterra Health.

### **3.4 – TERM AND RENEWAL OF A SYNTERRA HEALTH BUSINESS**

The term of the Independent Business Associate Agreement is one year from the date of its acceptance by Synterra Health (subject to reclassification for inactivity after six months). Every Independent Business Associate Agreement must be renewed each year with an annual renewal fee of \$39.95, which must be paid on or before the anniversary date of the Independent Business Associate Agreement. If the renewal fee is not paid within 30 days after the expiration of the current term of the Independent Business Associate Agreement, the Agreement will be canceled and the Independent Business Associate will be purged from the system. Synterra Health provides an Automatic Renewal Program [“ARP”] for qualifying Independent Business Associates who will be enrolled automatically. To qualify for the ARP, an Independent Business Associate must have in excess of \$20 in commissions owed at the time of renewal. If a qualifying Independent Business Associate does not wish to auto-renew their Independent Business Associateship, they must employ the available Opt-Out feature. The ARP fee (\$39.95) will be deducted from the Independent Business Associate’s closest commission check coinciding with their renewal date. Independent Business Associates who are not automatically enrolled in ARP may become re-enrolled via the manual re-enrollment process available through the Virtual Office system.

### **SECTION 4 – INCOME DISCLOSURE POLICY**

Synterra Health’s corporate ethics compel us to do not merely what is legally required, but rather, to conduct the absolute best business practices.

## **SECTION 5 – ADVERTISING**

### **5.1 – INTELLECTUAL PROPERTY**

Synterra Health will not allow the use of its trade names, trademarks, designs, or symbols outside of corporate produced and approved sales aids by any person, including Synterra Health Independent Business Associates, without prior written authorization from Synterra Health. Furthermore, no Independent Business Associate may use, publish, reproduce, advertise, sell, or display in any manner the name, picture or likeness, or voice of another Independent Business Associate without prior written consent from the named Independent Business Associate. This consent must be on file with Synterra Health’s Compliance department prior to any use.

### **5.2 – INDEPENDENT BUSINESS ASSOCIATE-PRODUCED MARKETING MATERIALS**

Only Independent Business Associates who have achieved the rank of Director or higher may create and publish their own marketing materials, advertising materials, and/or other sales aids. All items must be submitted and reviewed by Synterra Health and must bear the appropriate review seal before being disseminated or displayed. Any modification subsequent to initial approval must also be reviewed by Synterra Health and must also bear the appropriate review seal before being disseminated or displayed. Independent Business Associates may not sell independently produced items in any type of package that also contains corporate produced literature.

Independent Business Associates may not produce for sale or distribution any recorded Company events and speeches without written permission from Synterra Health. Independent Business Associates may also not reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

Synterra Health further reserves the right to rescind approval for any sales tools, promotional materials,

advertisements, or other literature, and Independent Business Associates waive all claims for damages or remuneration arising from or relating to such rescission.

### **5.3 – INDEPENDENT BUSINESS ASSOCIATE WEBSITES**

If an Independent Business Associate desires to utilize an Internet web page to promote their business, they may only do so through Synterra Health's official website or through Synterra Health approved replicating websites after entering into the Website License Agreement. A copy of the Agreement can be obtained upon written request to [compliance@SynterraHealth.com](mailto:compliance@SynterraHealth.com).

Alternatively, Independent Business Associates who have achieved the rank of Director may develop their own web pages. However, any Director who does so must license their site(s) with the Compliance department and receive written permission from Compliance prior to the site's public availability. After initial approval of the website is obtained, the Independent Business Associate may not change or modify its website without the express written consent of Compliance. Websites that are owned, operated, or managed by an Independent Business Associate may not redirect a viewer to any other website, regardless of to- or from-page content. Failure to comply may result in disciplinary action up to and including termination of an Independent Business Associateship.

### **5.4 – BLOGS, CHAT ROOMS, SOCIAL NETWORKS, ONLINE AUCTIONS, AND OTHER ONLINE FORUMS**

With the exception of the websites allowed by Section 5.3, Independent Business Associates shall not use any other website, including but not limited to, online blogs, chat rooms, social networks, online auction sites, video websites, or any other online forum to market, sell, advertise, promote, or discuss Synterra Health's products or services, or the Synterra Health opportunity.

### **5.5 – DOMAIN NAMES AND EMAIL ADDRESSES**

Independent Business Associates may not use or attempt to register or sell any of Synterra Health's trade names, trademarks, service names, service marks, product names, or any derivative thereof, for any internet domain name or email address.

### **5.6 – SALES MEDIUMS**

Synterra Health products may not be sold or promoted through catalogues or other mass sales mediums, such as infomercials, television, radio, or other related sales mediums. Synterra Health products may not be sold or promoted through retail establishments. You may, however, sell Synterra Health sales aids and products through service establishments. These service establishments must require a membership and/or appointment, and the services performed must be health and wellness related.

Only Synterra Health produced or approved literature, banners, or signage may be displayed on a shelf, counter, or wall. These signage items must not be visible from the outside of the establishment.

### **5.7 – ADVERTISED PRICE**

You may not advertise any Synterra Health products at a price LESS than the highest company published, established retail price of ONE bottle or ONE case of the Synterra Health product plus shipping and applicable taxes. No special enticement advertising is allowed. This includes but is not limited to offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.

### **5.8 – GENERIC BUSINESS ADVERTISEMENTS**

If you advertise via newspaper or other advertising venues, the following rules apply:

- No advertisement may imply that a job, position, salary, or any type of employment is allowed.
- No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part-time employment,

or guaranteed incomes. The Synterra Health opportunity is not a job, and may not be presented as such. Terms such as "manager trainee," "management positions available," "travel provided," "call for interview," "positions available," "now hiring," and other misleading statements are not allowed.

- No specific income can be promised or implied, and any references to compensation must use the word "commissions" to indicate the independent contractor status of Independent Business Associates.
- Advertisements may not contain references to Synterra Health or its products (i.e., no product, no use of Synterra Health logo or bottle design, no health claims).
- You may not use any of Synterra Health's trademarks or trade-names without permission in writing from the company.

Any requests for variances from the above rules must be submitted to Synterra Health and approved in writing prior to publication. Please direct any inquiries to [compliance@SynterraHealth.com](mailto:compliance@SynterraHealth.com), or by fax to the attention of the Compliance department at 800.617.5322.

## 5.9 – MEDIA AND MEDIA INQUIRIES

Independent Business Associates must not initiate any interaction with the media or attempt to respond to media inquiries regarding Synterra Health, its products or services, or their independent Synterra Health business. All inquiries by any type of media must be immediately referred to Synterra Health's Communications department at [media@synterrahealth.com](mailto:media@synterrahealth.com), or by calling 800.617.5332. Additionally, Independent Business Associates may not draft, publish, post on the internet, or otherwise dispense verbal or written Synterra Health-related press releases or statements to the media. This policy is designed to ensure that accurate and consistent information is provided to the public, as well as a proper public image.

## 5.10 – UNSOLICITED EMAIL AND FAX COMMUNICATION

Synterra Health does not permit Independent Business Associates to send unsolicited emails unless such emails strictly comply with applicable laws and regulations, including, without limitation, the federal CAN SPAM Act. Any email sent by an Independent Business Associate that promotes Synterra Health, the Synterra Health opportunity, or Synterra Health products and services, must comply with the following:

- 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 him or her (a functioning "opt-out" notice).
- The email must include the Independent Business Associate'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.
- All opt-out requests, whether received by email or regular mail, must be honored. If an Independent Business Associate receives an opt-out request from a recipient of an email, the Independent Business Associate must forward the opt-out request to the Company.

Synterra Health may periodically send commercial emails on behalf of Independent Business Associates. By entering into the Independent Business Associate Agreement, Independent Business Associate agrees that the Company may send such emails and that the Independent Business Associate's physical and email addresses will be included in such emails as outlined above. Independent Business Associates shall honor opt-out requests generated as a result of such emails sent by the Company.

Except as provided in this section, Independent Business Associates may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of their Synterra Health businesses.

## 5.11 – TELEMARKETING RESTRICTIONS

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have “do not call” regulations as part of their telemarketing laws. While you may not consider yourself a “telemarketer” in the traditional sense of the word, these regulations broadly define “telemarketer” and “telemarketing” so that your inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to \$11,000.00 per violation).

Therefore, Independent Business Associates must not engage in telemarketing relative to the operation of their Synterra Health businesses. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Synterra Health product or service, or to recruit them for the Synterra Health opportunity. “Cold calls” made to prospective Customers or Independent Business Associates that promote either Synterra Health’s products or services of the Synterra Health opportunity constitute telemarketing and are prohibited.

Notwithstanding the foregoing, an Independent Business Associate may place telephone call(s) to a prospective Customer or Independent Business Associate (a “prospect”) under the following limited situations:

- a) If the Independent Business Associate has an established business relationship with the prospect. An “established business relationship” is a relationship between an Independent Business Associate and a prospect based on:
  - The prospect’s purchase, rental, or lease of goods or services from the Independent Business Associate within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or services; or
  - A financial transaction between the prospect and the Independent Business Associate within the eighteen (18) months immediately preceding the date of such a call.

- b) The prospect’s personal inquiry or application regarding a product or service offered by the Independent Business Associate within the three (3) months immediately preceding the date of such a call.

- c) If the Independent Business Associate receives written and signed permission from the prospect authorizing the Independent Business Associate to call. The authorization must specify the telephone number(s) which the Independent Business Associate is authorized to call.

- d) Independent Business Associates may call family members, personal friends, and acquaintances.

An “acquaintance” is someone with whom an Independent Business Associate has at least a recent first-hand relationship (i.e., the Independent Business Associate recently personally met him or her). Bear in mind, however, that if an Independent Business Associate makes a habit of “card collecting” from everyone he or she meets and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if Independent Business Associates engage in calling “acquaintances,” the Independent Business Associate must make such calls on an occasional basis only and not as a routine practice. In addition, Independent Business Associates shall not use automatic telephone dialing systems relative to the operation of their Synterra Health businesses. The term “automatic telephone dialing system” means equipment that has the capacity to:

- (a) store or produce telephone numbers to be called, using a random or sequential number generator, and
- (b) to dial such numbers.

## 5.12 – UNAUTHORIZED CLAIMS AND ACTIONS

### 5.12.1 INDEMNIFICATION

An Independent Business Associate is fully responsible for all of their verbal and written statements made regarding Synterra Health products, services, and the Marketing and Compensation Plan which are not expressly contained in official Synterra Health materials. Independent Business Associates agree to indemnify Synterra Health and Synterra Health’s directors, officers, employees, and agents, and hold them harmless from any and all liability

including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Synterra Health as a result of the Independent Business Associate's unauthorized representations or actions. This provision shall survive the termination of the Independent Business Associate Agreement.

### 5.12.2 PRODUCT CLAIMS

No claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by Synterra Health may be made except those contained in Official Synterra Health literature. In particular, no Independent Business Associate may make any claim that Synterra Health products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate Synterra Health policies, but they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

### 5.13 – TRADE SHOWS, EXPOSITIONS, AND OTHER SALES FORUMS

Synterra Health provides a Trade Show Request Form in the Independent Business Associate's Virtual Office, or upon request through Independent Business Associate Support. Independent Business Associates may display and/or sell ONLY Synterra Health products at trade shows and professional expositions, with prior written approval from Compliance. Requests are approved on a first-submitted, first-served basis, and a maximum of one representation per event is allowed. Only one event per Independent Business Associate at a time is permitted. At the completion of each event, an additional request may be made.

Synterra Health further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products or the Synterra Health opportunity.

## SECTION 6 – AN INDEPENDENT BUSINESS ASSOCIATE'S RELATIONSHIP WITH THE

## COMPANY

### 6.1 – CHANGES TO A SYNTERRA HEALTH INDEPENDENT BUSINESS ASSOCIATESHIP

Changes to the ownership of rights in an Independent Business Associateship are subject to the following rules.

#### 6.1.1 Changes Involving a Spouse and/or a Closely Held Company.

6.1.1.1 The First Right of Refusal rules in this section 6 shall not apply if

6.1.1.1.1 an Independent Business Associate desires to add or remove a spouse from the Independent Business Associateship

(Examples: Mrs. X is an Independent Business Associate. She may add her husband, Mr. X, to the Independent Business Associateship. She may not add an adult child, parent, or other relative. She may not add any business partner; or Mrs. Y and Mr. Y are joint applicants on an and Mr. Y releases or is ordered to release all such rights)

6.1.1.1.2 an Independent Business Associate who is an individual desires to transfer his or her interest (and the spouse's interest, if applicable) to a legal entity that is 100% held by one or both spouses. (Example: XYZ, Inc. is 100% owned by Mr. A. The Independent Business Associateship is in the name of XYZ, Inc. XYZ, Inc. may transfer its interest to Mr. A and to Mrs. A if Mr. A agrees)

6.1.1.1.3 an Independent Business Associate that is a legal entity and 100% owned by an individual and/or his spouse desires to transfer its interest to the individual and/or the spouse. (Example: Mr. A is the sole name on an Independent Business Associateship.

He may transfer his rights to XYZ, Inc. if he is the sole shareholder (or he and his wife Mrs. A are the sole shareholders) of XYZ, Inc.)

6.1.1.2 To accomplish a transfer, the Independent Business Associate

must submit an amended Independent Business Associate application and,

6.1.1.2.1 if adding a spouse, a copy of their marriage certificate;

6.1.1.2.2 if removing a spouse, a notarized copy of the signatures of both spouses authorizing the removal;

6.1.1.2.3 if transferring to a legal entity, a certificate of good standing from the state of organization and a copy of the company's charter documents showing all the interest holders and management; and

6.1.1.2.4 if transferring from a legal entity to the individual and/or individual and spouse, an authorizing statement signed by an officer or director of the legal entity and signed by the individual (and spouse, if applicable).

6.1.2 Change in Form of Legal Entity.

An Independent Business Associate that is a legal entity and desires to change to another type of legal entity may do so as long as the beneficial interests in the legal entity do not change. All beneficial interest holders of the former legal entity must confirm with a notarized signature that they agree to the change. Also, a new Independent Business Associate Agreement must be signed by all of the beneficial interest holders of the new legal entity. Members of the former entity are jointly and severally liable for any indebtedness or other obligation to Synterra Health.

6.1.3 Change in Existing Beneficial Interest Holders of a Legal Entity.

If a shareholder, director, officer, partner, member, or trustee is removed from a legal entity and no new individual is added, the entity holding an interest in an Independent Business Associateship must provide such forms and evidence of the change as may be required by the Compliance department.

6.1.4 Limitations.

Changes within the scope of this section 6.1 do not include a change of sponsorship, which is addressed in section 6.2.2 below

## 6.2 - OTHER CHANGES

Any change not described in subsections 6.1 and 6.2 that involve a change in the beneficial interest of an Independent Business Associateship is subject to the Right of First Refusal rules in subsection 6.20.

### 6.2.1 CHANGE OF SPONSOR

To protect the integrity of all marketing organizations and safeguard the hard work of all Independent Business Associates, Synterra Health rarely allows changes in sponsorship, with the rare exception of direct line changes (meaning placement is not affected). A direct line change request must be made by submitting a completed Sponsor Change Request Form within a seven (7) calendar day period from the date of enrollment, and must come from the current listed sponsor.

### 6.2.2 CHANGE OF PLACEMENT

A request for change of placement must be submitted within seven (7) calendar days of the date of enrollment, requested by the current listed sponsor through Independent Business Associate Services, and approved by Compliance. An Independent Business Associate can only be moved inside of the same sponsor's organization. If approved, an Independent Business Associate is placed in the first available open bottom position on the date that the change is made. Independent Business Associates who have earned commissions or achieved rank are not eligible for placement changes. Please note that decisions made for any change request (sponsor or placement) are at the sole discretion of Synterra Health.

### 6.2.3 CANCELLATION AND RE-APPLICATION

An Independent Business Associate may legitimately change organizations by voluntarily cancelling their Synterra Health business and remaining inactive (i.e., no purchases of Synterra Health products, no sales of Synterra Health products, no sponsoring, no attendance at any Synterra Health functions, no participation in any other form of Independent Business Associate activity, nor operation of any other Synterra Health business) for six (6) full consecutive calendar months.

Following the six (6) month period of inactivity, the former Independent Business Associate may reapply under a new sponsor, but relinquishes all rights held by the original Independent Business Associateship (i.e., downline, commissions, previous orders, Starter Kit fee).

## **6.3 – CONFLICTS OF INTEREST**

### **6.3.1 NONSOLICITATION**

Synterra Health Independent Business Associates are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively “Network Marketing”) that does sell a competing product. However, during the term of this Agreement, Independent Business Associates may not directly or indirectly recruit other Synterra Health Independent Business Associates or Customers other than those they have personally sponsored for any other Network Marketing business.

Following the cancellation of an Independent Business Associate Agreement, and for a period of six (6) calendar months thereafter, with the exception of an Independent Business Associate who is personally sponsored by the former Independent Business Associate, a former Independent Business Associate may not recruit any Synterra Health Independent Business Associate or Customer for another Network Marketing business. Independent Business Associates and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Independent Business Associates and Synterra Health agree that this non-solicitation provision shall apply to all markets in which Synterra Health conducts business.

### **6.3.2 SALE OF COMPETING GOODS OR SERVICES**

Independent Business Associates must not sell, or attempt to sell, any competing non-Synterra Health programs, products, or services to Synterra Health Customers or Independent Business Associates. Any program, product, service, or direct selling opportunity in the same generic categories as Synterra Health products is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

### **6.3.3 INDEPENDENT BUSINESS ASSOCIATE PARTICIPATION IN OTHER DIRECT SELLING PROGRAMS**

If an Independent Business Associate is engaged in other non-Synterra Health direct selling programs, it is the responsibility of the Independent Business Associate to ensure that their Synterra Health business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- Independent Business Associates shall not display Synterra Health promotional material, sales aids, or products with, or in the same location as, any non-Synterra Health promotional material or sales aids, or products.
- Independent Business Associates shall not offer the Synterra Health opportunity or products to prospective or existing Customers or Independent Business Associates in conjunction with any non-Synterra Health program, opportunity, product, or service.
- Independent Business Associates may not offer any non-Synterra Health opportunity, products, services, or opportunity at any Synterra Health-related meeting, seminar or convention, or within two hours and a five mile radius of the Synterra Health event. If the Synterra Health meeting is held telephonically or on the internet, any non-Synterra Health meeting must be at least two hours before or after the Synterra Health meeting, and on a different conference telephone number or internet web address from the Synterra Health meeting.

## **6.4 – TARGETING OTHER DIRECT SELLERS**

Should Independent Business Associates engage in

solicitation and/or enticement of members of another direct sales company to sell or distribute Synterra Health products, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an Independent Business Associate alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, Synterra Health will not pay any of Independent Business Associate's defense costs or legal fees, nor will Synterra Health indemnify the Independent Business Associate for any judgment, award, or settlement.

## 6.5 – DOWNLINE (GENEALOGY) REPORTS

Downline Activity Reports are available for Independent Business Associate access and viewing through the Independent Business Associate's Virtual Office. Independent Business Associate access to their Downline Reports is password protected. All Downline Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to Synterra Health. Downline Reports are provided to Independent Business Associates in strictest confidence and are made available to Independent Business Associates for the sole purpose of assisting Independent Business Associates in working with their respective Downline Organizations in the development of their Synterra Health business. Independent Business Associates should use their Downline Reports to assist, motivate, and train their downline Independent Business Associates. The Independent Business Associate and Synterra Health agree that, but for this agreement of confidentiality and nondisclosure, Synterra Health would not provide Downline Reports to the Independent Business Associate. An Independent Business Associate shall not, on their own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to their Downline Activity Report;

- Use the information to compete with Synterra Health or for any purpose other than promoting their Synterra Health business;
- Recruit or solicit any Independent Business Associate or Customer of Synterra Health listed on any report, or in any manner attempt to influence or induce any Independent Business Associate or Preferred Customer of Synterra Health to alter their business relationship with Synterra Health.

Upon demand by the Company, any current or former Independent Business Associate will return the original, and all copies of, Downline Activity Reports to the Company.

## 6.6 – DISPARAGEMENT & NON-ENTICEMENT

Independent Business Associates shall not demean, discredit, or defame other companies, competitors of Synterra Health, Independent Business Associate marketing organizations or systems, or Synterra Health Independent Business Associates in an attempt to promote any Synterra Health product, or to entice another Independent Business Associate to become part of the first Independent Business Associate's marketing organization or enroll in Synterra Health.

Synterra Health specifically prohibits the disparagement of any approved Director sales tools and/or business building systems. Additionally, if any Director Independent Business Associate is found to be disparaging another Director Independent Business Associate by name or by approved business building system, an automatic \$5,000 fine will be imposed, per instance. Independent Business Associates are prohibited from using financial enticements or other incentives for the purpose of persuading an Independent Business Associate to change their line of sponsorship or business building system.

## 6.7 – CROSS SPONSORING

Actual or attempted cross sponsoring is strictly prohibited. "Cross sponsoring" is defined as the enrollment of an individual who or entity that already has a current Customer or Independent Business

Associate Agreement on file with Synterra Health, or who has had such an agreement within the preceding six calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited. Independent Business Associates shall not demean, discredit or defame other Synterra Health Independent Business Associates in an attempt to entice another Independent Business Associate to become part of the first Independent Business Associate's marketing organization.

This policy shall not prohibit the transfer of a Synterra Health business in accordance with Section 6.18.

If Cross Sponsoring is discovered, it must be brought to the Company's attention immediately. Synterra Health may take disciplinary action against the Independent Business Associate that changed organizations and/or those Independent Business Associates who encouraged or participated in the Cross Sponsoring. Synterra Health may also move all or part of the offending Independent Business Associate's downline to their original downline organization if the Company deems it equitable and feasible to do so. However, Synterra Health is under no obligation to move the Cross Sponsored Independent Business Associate's downline organization, and the ultimate disposition of the organization remains within the sole discretion of Synterra Health. Independent Business Associates waive all claims and causes of action against Synterra Health arising from or relating to the disposition of the Cross Sponsored Independent Business Associate's downline organization.

## **6.8 – GOVERNMENTAL APPROVAL OR ENDORSEMENT**

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Independent Business Associates shall not represent or imply that Synterra Health or its Marketing and Compensation Plan have been "approved," "endorsed," or otherwise sanctioned by

any government agency.

## **6.9 – HOLDING APPLICATIONS OR ORDERS**

All Independent Business Associate Agreements and product orders must be sent to Synterra Health within 72 hours from the time they are signed by an Independent Business Associate or placed by a Customer, respectively.

## **6.10 – IDENTIFICATION**

All Independent Business Associates are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to Synterra Health either on the Independent Business Associate Agreement or at the company's request. Upon enrollment, the Company will provide a unique Independent Business Associate Identification Number to the Independent Business Associate by which they will be identified. This number will be used to place orders and track commissions and bonuses.

## **6.11 – INCOME TAXES**

Each Independent Business Associate is responsible for paying local, state/provincial, and federal taxes on any income generated as an Independent Business Associate. If a Synterra Health business is tax exempt, the Federal tax identification number must be provided to Synterra Health. Every year, Synterra Health will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: 1) Had earnings of over \$600 in the previous calendar year or 2) Made purchases during the previous calendar year in excess of \$5,000.

## **6.12 – INDEPENDENT CONTRACTOR STATUS**

You are an independent contractor. You are not an agent, employee, partner, or joint venture with the Company. You may not represent yourself as anything other than an Independent Business Associate. You have no authority to bind Synterra Health to any obligation. You are responsible for paying your own self-employment taxes, federal

income taxes and other taxes required by law. You must obey any federal, state, and local laws, as well as Company rules and regulations pertaining to your independent Synterra Health Independent Business Associateship or the acquisition, receipt, holding, selling, distributing or advertising of Synterra Health's products or opportunity.

- Independent Business Associates may not answer the telephone by saying "Synterra Health," "Synterra Health Incorporated," or by any other manner that would lead the caller to believe that they have reached Synterra Health's corporate offices.
- An Independent Business Associate may only represent that he/she is a Synterra Health Independent Business Associate. Therefore, all correspondence and business cards relating to or in connection with an Independent Business Associate's Synterra Health business shall contain the Independent Business Associate's name followed by the term "Independent Business Associate."
- You agree to indemnify and hold Synterra Health, its officers, agents, directors, and employees harmless from any claim, damage, liability, or loss arising out of your activities.

### 6.13 – INSURANCE

Synterra Health does not extend coverage under any of its policies to Independent Business Associates. If Independent Business Associates use their personal property (e.g., car or computer) or their home for business use, it may not be covered for loss or damage under typical automobile, property, or homeowner's/renter's insurance policies. All Independent Business Associates should contact their independent insurance agent to determine whether their business and associated property are suitably protected.

### 6.14 – INTERNATIONAL MARKETING

Because of critical legal and tax considerations, Synterra Health must limit the resale of Synterra Health products and the presentation of the Synterra Health business to prospective Customers and Independent Business Associates located within the

United States and U.S. Territories and those other countries that the Company has officially opened for business.

Conducting meetings, promoting the Synterra Health financial opportunity, or gifting/distributing product in an unopened country or market is strictly prohibited.

### 6.15 – NOT FOR RESALE

In markets where the company is operating a Not for Resale ("NFR") program, the following parameters apply:

- Customers in NFR markets must purchase Synterra Health products directly from the corporate offices and not through an Independent Business Associate.
- Customers and Independent Business Associates receive product on an NFR basis—for personal consumption only. Therefore, Customers and Independent Business Associates may not resell products to other Independent Business Associates or Customers.
- No Open Sales Meetings may be conducted.
- Customers and Independent Business Associates in NFR markets are prohibited from distributing and/or using sales tools promoting the Synterra Health Compensation Plan. Independent Business Associates may not advertise products in an NFR market.
- Bulk order buying is prohibited.
- Commissions paid under the U.S. Compensation Plan may vary in NFR markets.

Synterra Health encourages Independent Business Associates in NFR markets to expand their businesses. However, Independent Business Associates are subject to disciplinary action, including termination and/or legal action, if they attempt to sell Synterra Health products or promote the Synterra Health Compensation Plan in countries where Synterra Health is not officially open for business.

### 6.16 – INVENTORY LOADING

The Synterra Health program is built on retail sales to the ultimate consumer. Synterra Health encourages its Independent Business Associates to only purchase inventory that they and their family will personally

consume, will be used as a sales tool, or will be resold to others for their ultimate consumption.

### 6.16.1 THE 70% RULE

Each Synterra Health Independent Business Associate commits to personally use, sell, or use in business building at least 70% of every order placed with the Company prior to placing another order, and must be able to certify to such if demanded by the Company or by any regulatory agency. No bonuses, commissions, or other compensation may be paid to any Independent Business Associate unless it is based on the sale of Synterra Health products to end users.

Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited. Synterra Health retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

In addition, no person is permitted to make a personal order in another Independent Business Associate's business center without prior written permission from the Independent Business Associate; this written permission must be on file with Synterra Health.

The Company reserves the right to restrict or deduct the points and commissions paid, based on sales, in violation of this section from all Independent Business Associates who earned such commissions. The deduction of points and commissions will occur in the month in which the sales in question occur, and continue every pay period thereafter until all points and commissions are recovered from the Independent Business Associates who received compensation from such sales.

### 6.17 – SPONSORSHIP RIGHTS

No Independent Business Associate may sell, assign or otherwise transfer their sponsorship rights to another Independent Business Associate. After a period of seven (7) days following the acceptance of an Independent Business Associate Agreement by the Company, sponsorship and placement are irrevocable and permanent.

### 6.18 – BENEFICIAL INTEREST

An Independent Business Associate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Synterra Health business. No individual may have, operate, or receive compensation from more than one Synterra Health business.

Individuals of the same family unit may not enter into or have an interest in more than one Synterra Health business. A "family unit" is defined as spouses and dependent children (regardless of age) living or doing business at the same address.

In order to maintain the integrity of the Synterra Health Compensation Plan, husbands and wives or common law couples (collectively "spouses") who wish to become Synterra Health Independent Business Associates must be jointly sponsored as one Synterra Health business. Spouses, regardless of whether one or both are signatories to the Independent Business Associate Agreement, may not own or operate any other Synterra Health business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or any other legal or equitable ownership) in the ownership or management of another Synterra Health business in any form.

An exception to the one business per Independent Business Associate rule will be considered on a case by case basis if two Independent Business Associates marry or in cases of an Independent Business Associate receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Compliance department by email at [compliance@Synterrahealth.com](mailto:compliance@Synterrahealth.com) or by fax at 949.315.3820.

### 6.19 – SUCCESSION

Upon the death or incapacitation of an Independent Business Associate, their business may be passed to a designated heir(s).

Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Whenever a Synterra Health business is transferred

by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Independent Business Associate's marketing organization provided the following qualifications are met. The successor(s) must:

- Execute an Independent Business Associate Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Independent Business Associate's rank/status;
- Provide Synterra Health with an "address of record" to which all bonus and commission checks will be sent. Bonus and commission checks of a Synterra Health business transferred pursuant to this section will be paid in a single check jointly to the successor(s).
- Form a business entity and acquire a federal Taxpayer Identification Number, if the business is bequeathed to joint successors. Synterra Health will issue all bonus and commission checks and one 1099 to the business entity.

#### **6.19.1 TRANSFER UPON DEATH OF AN INDEPENDENT BUSINESS ASSOCIATE**

To effect a testamentary transfer of a Synterra Health business, the successor must provide the following to Synterra Health: (1) a certified copy of the death certificate, (2) a notarized copy of the will or other instrument establishing the successor's right to the Synterra Health business, and (3) a new, completed and executed Independent Business Associate Agreement. If the Successor is already a Synterra Health Independent Business Associate, the Company may grant exception to the One Independent Business Associate per Household rule upon written request from the Successor.

#### **6.19.2 TRANSFER UPON INCAPACITATION OF AN INDEPENDENT BUSINESS ASSOCIATE**

To effectuate a transfer of a Synterra Health business because of incapacity, the successor must provide the following to Synterra Health: (1) a notarized copy of an appointment as trustee, (2) a notarized copy of the trust document or other documentation

establishing the trustee's right to administer the Synterra Health business, and (3) a new, completed Independent Business Associate Agreement executed by the trustee.

#### **6.20 – SALE, TRANSFER, OR ASSIGNMENT OF A SYNTERRA HEALTH BUSINESS**

The Company discourages the sale of Independent Business Associateships, the transfer of partial interests in Independent Business Associateships, and the practice of partnering as a subterfuge for transferring interest.

##### **6.20.1 REQUIREMENTS OF SALE**

If an Independent Business Associate wishes to sell, transfer, or assign (hereinafter in this section "sell" if used as a verb and "sale" if used as a noun) his or her whole or partial interest in a Synterra Health Independent Business Associateship, the following criteria must be met:

6.20.1.1 The Independent Business Associateship being sold must be paid at the rank of Director at the time the request for sale is made;

6.20.1.2 Except as allowed for Sponsors in section 6.20.2 below, the buying Independent Business Associate may not currently have a beneficial interest in a Independent Business Associateship or have had a Beneficial interest in an Independent Business Associateship within the preceding six (6) months;

6.20.1.3 The selling Independent Business Associate may not reapply to become an Independent Business Associate under another Sponsor for a period of not less than six (6) months after the sale occurs.

6.20.1.4 The sale is subject to the Right of First Refusal rules in this section.

6.20.1.5 The Company must first give express written approval of the sale, which the Company may grant or withhold in its sole discretion.

##### **6.20.2 RIGHT OF FIRST REFUSAL**

All offers for the sale of an Independent Business Associateship are subject to a right of first refusal.

6.20.2.1 If an Independent Business Associate

receives a Good Faith Offer (as hereinafter defined) to purchase his or her interest in an Independent Business Associateship, the Independent Business Associate shall first offer to sell such interest to the Company on the same terms and conditions contained in the Good Faith Offer. The Independent Business Associate shall deliver the Good Faith Offer in writing to the Company, and the Company shall have fifteen (15) business days in which to accept the offer. A "Good Faith Offer" is an arm's length written offer to purchase the Independent Business Associateship Rights by a Person that is not an Independent Business Associate, which the Company, in its sole discretion, determines to be a legitimate offer. Evidence of a legitimate offer may include, but is not limited to, cash or securities deposited into an escrow account, evidence of a loan commitment, and other substantial steps taken for the sole purpose of purchasing such Independent Business Associateship Rights.

6.20.2.1.1 If the Company fails to exercise its RFR within the fifteen (15) day time period, the Independent Business Associate shall extend the same offer to his or her Sponsor who is not in violation of the Contract and who within the previous month qualified for earnings under the Compensation Plan. The offer shall be on the same terms and conditions as those contained in the Good Faith Offer. The Company shall convey the Good Faith Offer by providing written notice of the same to the Sponsor. The Sponsor shall have ten (10) business days in which to accept or reject such offer.

If the Sponsor qualifies and accepts the offer, he or she must provide written notice to the Company upon acceptance, resign his or her existing Independent Business Associateship contingent on completing the sale); and submit an amended application for the Independent Business Associateship

6.20.2.1.2 If the Sponsor rejects or fails to accept the offer, the same procedures and requirements shall be applied to the next upline Sponsor.

6.20.2.1.3 If that Sponsor rejects or fails to accept the offer, the same procedures and requirements shall be applied to the next upline Sponsor.

6.20.2.1.4 If that Sponsor rejects or fails to exercise his or her RFR within the time allotted, the Independent Business Associate may complete the

sale of his or her rights in the Independent Business Associateship to the third party according to the same terms and conditions contained in the Good Faith Offer, provided, however, that the Independent Business Associate complies with all other transferring procedures contained in this section and as may be established from time to time by the Company.

6.20.2.2 This section shall apply to each new Good Faith Offer received by the Independent Business Associate.

6.20.2.3 This section shall not apply to changes as described in subsections 6.1 and 6.2.

### **6.20.3 LINE OF SPONSORSHIP**

No changes in line of sponsorship can result from the sale or transfer of a Synterra Health business.

### **6.20.4 COMPLIANCE DEPARTMENT APPROVAL**

Upon complete execution of the purchase and sale agreement and the new Independent Business Associate Agreement, the parties must submit copies of the same to Synterra Health's Compliance department for review and approval. Synterra Health may request additional documentation that may be necessary to analyze the transaction between the buyer and seller. Synterra Health's Compliance department will, in its sole and absolute discretion, approve or deny the sale, transfer or assignment within three (3) days after its receipt of all necessary documents from the parties.

### **6.20.5 VOIDABLE SALES; ASSUMPTION OF OBLIGATIONS; WAITING PERIOD**

If the seller sells, transfers, or assigns, or attempts to sell, transfer, or assign his or her Independent Business Associateship upon terms different than those set forth in the offer to the Company, such transfer shall be voidable at Synterra Health's option. Further, if the parties fail to obtain Synterra Health's approval for the transaction, the transfer shall be voidable at Synterra Health's option. The purchaser of the existing Independent Business Associateship will assume the obligations and position of the selling Independent Business Associate. An Independent Business Associate who sells his or her Independent

Business Associateship shall not be eligible to re-apply as a Synterra Health Independent Business Associate for a period of at least six (6) full calendar months after the sale.

## 6.21 – ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED INDIVIDUALS

If any member of an Independent Business Associate's immediate household engages in any activity which, if performed by the Independent Business Associate, would violate any provision of the Agreement, such activity will be deemed a violation by the Independent Business Associate and Synterra Health may take disciplinary action pursuant to these policies and procedures against the Independent Business Associate.

Similarly, if any individual associated in any way with a corporation, partnership, trust, or other entity (collectively "affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the entity and Synterra Health may take disciplinary action against the entity.

All applicants listed on an Independent Business Associate Agreement are responsible for the activities associated with the Independent Business Associateship.

## 6.22 – SEPARATION OF A SYNTERRA HEALTH BUSINESS

Synterra Health Independent Business Associates sometimes operate their Synterra Health businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership, or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship.

If the separating parties fail to provide for the best interests of other Independent Business Associates and the Company in a timely fashion, Synterra Health will involuntarily terminate the Independent Business Associate Agreement.

During the divorce or entity dissolution process, the

parties must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s), operate the Synterra Health business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize Synterra Health to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
- The parties may continue to operate the Synterra Health business jointly on a "business-as-usual" basis, whereupon all compensation paid by Synterra Health will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings.

This is the default procedure if the parties do not agree on the format set forth above.

The Company will never remove a party to an Independent Business Associateship from an Independent Business Associate account without that party's written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will Synterra Health split commission and bonus checks between divorcing spouses or members of dissolving entities. Synterra Health will recognize only one downline organization and will issue only one commission check per Synterra Health business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Independent Business Associate Agreement shall be involuntarily canceled.

If a former spouse has completely relinquished all rights in the original Synterra Health business pursuant to a divorce, they are thereafter free to enroll under any sponsor of their choosing without waiting six (6) calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as an Independent Business Associate. In either case, however, the former

spouse or business affiliate shall have no rights to any Independent Business Associates in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Independent Business Associate.

## **SECTION 7 – RESPONSIBILITIES OF INDEPENDENT BUSINESS ASSOCIATES**

### **7.1 – CHANGE OF ADDRESS, TELEPHONE, AND EMAIL ADDRESSES**

To ensure timely delivery of products, support materials, and commission checks, it is critically important that Synterra Health's files are current. Street addresses are required for shipping since UPS cannot deliver to a post office box. Independent Business Associates planning to move or change their email address must submit an amended Independent Business Associate Agreement complete with the new information.

### **7.2 – SPONSORING INDEPENDENT BUSINESS ASSOCIATE RESPONSIBILITIES**

#### **7.2.1 INITIAL TRAINING**

Any Independent Business Associate who sponsors another Independent Business Associate into Synterra Health must perform a bona fide assistance and training function to ensure that their downline is properly operating their Synterra Health business. Independent Business Associates must provide the most current version of the Policies and Procedures, the Income Disclosure Statement, and Compensation Plan to individuals whom they are sponsoring to become Independent Business Associates before the applicant signs an Independent Business Associate Agreement. Additional copies of the Policies and Procedures and the Income Disclosure Statement can be downloaded from Synterra Health's website. A sponsoring Independent Business Associate must require each prospective Independent Business Associate to personally complete the enrollment forms—whether electronically or on paper. A sponsoring Independent Business Associate may not purchase the Starter Kit or pay renewal fees for an enrolling

Independent Business Associate. Use of a sponsoring Independent Business Associate's credit card for this purpose is prohibited.

Upline Independent Business Associates are also responsible to motivate and train new Independent Business Associates in Synterra Health product knowledge, effective sales techniques, the Synterra Health Marketing and Compensation Plan, and compliance with Company Policies and Procedures.

#### **7.2.2 ONGOING TRAINING RESPONSIBILITIES**

Independent Business Associates must monitor the Independent Business Associates in their Downline Organizations to ensure that downline Independent Business Associates do not make improper product or business claims, or engage in any illegal or inappropriate conduct.

Upon request, every Independent Business Associate should be able to provide documented evidence to Synterra Health of their ongoing fulfillment of the responsibilities of a Sponsor.

Regardless of their level of achievement, Independent Business Associates have an ongoing obligation to continue to personally promote sales through the generation of new Customers and through servicing their existing Customers.

### **7.3 – REPORTING POLICY VIOLATIONS**

Independent Business Associates observing a Policy violation by another Independent Business Associate should submit a written report of the violation directly to the attention of the Synterra Health Compliance department, complete with all supporting evidence and pertinent information. It is important to understand that information that is submitted will be kept confidential.

## **SECTION 8 – SALES REQUIREMENTS**

### **8.1 – PRODUCT SALES**

The Synterra Health Marketing and Compensation Plan is based on the sale of Synterra Health products and services to end consumers. Independent Business Associates must fulfill personal and Downline Organization retail sales requirements (as

well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement. The following sales requirements must be satisfied for Independent Business Associates to be eligible for commissions:

- Independent Business Associates must satisfy the Personal Sales Volume and Group Sales Volume requirements to fulfill the requirements associated with their rank as specified in the Synterra Health Marketing and Compensation Plan.
- At least 70% of an Independent Business Associate's total personal sales volume must be sold to retail customers or personally consumed before any new orders may be placed with the Company.

## 8.2 – NO TERRITORY RESTRICTIONS

There are no exclusive territories granted to anyone. No franchise fees are required.

## 8.3 – SALES RECEIPTS

All Independent Business Associates must provide their retail customers with two copies of an official Synterra Health sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Independent Business Associates must verbally inform the buyer of their cancellation rights. Independent Business Associates must maintain all retail sales receipts for a period of two years and furnish them to Synterra Health at the Company's request. Synterra Health will maintain documentation for purchases made directly from the Company.

## 8.4 – PRODUCT PACKAGING AND LIABILITY

Under no circumstances may you print your own labels or repackage Synterra Health's products. Products are to be sold in their original packaging only. Subject to the limitations set forth in this provision, the Company shall defend Independent Business Associates from claims made by third-party customers alleging injury from use of a product or injury due to a defective product. The Independent Business Associate must promptly notify the Company

in writing of any such claim, no later than ten (10) days from the date of the third-party claimant's letter alleging injury; failure to so notify the Company shall alleviate any obligation of the Company respecting such claim. The Independent Business Associate must allow the Company to assume the sole and absolute discretion respecting the defense of the claim, and use and choice of counsel as a condition to the Company's obligation to defend Independent Business Associate.

## 8.5 – PICKUP CENTER ORDERS

Synterra Health does not permit any individual/Independent Business Associate to pick up another Independent Business Associate's will-call order without properly substantiated written permission and picture ID.

This written permission must be relinquished to the pickup center upon pickup, and must contain the following components:

- Original signature of Independent Business Associate who placed the order
- Statement of permission releasing the order to the specifically designated individual (must provide picture ID for verification)
- ID number of Independent Business Associate who placed order
- Date order was placed
- Order number
- Exact content of order

Synterra Health's pickup centers offer Independent Business Associates the benefits of convenience and cost savings. A fee is assessed for pickup orders. To take advantage of this option, simply select the pickup center of your choice at checkout, when ordering from your Virtual Office.

## SECTION 9 – AUTOSHIP PROGRAM

### 9.1 – AUTOSHIP CYCLE

By enrolling in AutoShip, you can ensure that you have 1)an adequate inventory with which you can service retail customers, 2) adequate product for demonstrations and sampling purposes, and 3) adequate inventory for personal use. The AutoShip program eliminates the inconvenience of placing

monthly orders manually.

AutoShip orders run on a 28-day cycle. Your order will not be processed on the same day every month, but rather on a sliding calendar. A calendar is provided in every Independent Business Associate's Virtual Office so you can track when your next AutoShip is scheduled to run. The date of your AutoShip can be changed in the Virtual Office or by calling Synterra Health Independent Business Associate Support.

## 9.2 – AUTOSHIP STATUS

You may deactivate or reactivate your AutoShip profile at any time.

## 9.3 – AUTOSHIP ENROLLMENT

Synterra Health recommends that each applicant personally enroll in the AutoShip Program. Sponsors may not set up an AutoShip order on behalf of their new personally sponsored Independent Business Associates without written permission from the enrolling Independent Business Associate. Permission must be on file with the Compliance department prior to enrollment.

## SECTION 10 – BONUSES AND COMMISSIONS

**10.1 – Bonus and Commission Qualifications**  
In order to qualify to receive commissions and bonuses, an Independent Business Associate must be in good standing and comply with the terms of the Agreement and these Policies and Procedures.

## 10.2 – ERRORS OR QUESTIONS

If an Independent Business Associate has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Independent Business Associate must notify Synterra Health in writing within 60 days of the date of the purported error or incident in question. Synterra Health will not be responsible for any errors, omissions, or problems not reported to the Company within 60 days.

## 10.3 – BONUS BUYING PROHIBITED

Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Business Associate Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Independent Business Associate or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Independent Business Associates or Customers ("phantoms"); (d) purchasing Synterra Health products or services on behalf of another Independent Business Associate or Customer, or under another Independent Business Associate's or Customer's I.D. number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

## 10.4 – ADJUSTMENTS TO BONUSES AND COMMISSIONS

### 10.4.1 Returned Products

Independent Business Associates receive bonuses and commissions based on the actual sales of products and services to end consumers. When a product is returned to Synterra Health for a refund or is repurchased by the Company, either of the following may occur at the Company's discretion: (1) the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted from the pay period in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the Independent Business Associates who received bonuses and commissions on the sales of the refunded products or (2) the Independent Business Associates who earned commissions based on the sale of the returned products will have the corresponding points deducted from their Group Volume in the next pay period and all subsequent pay periods until it is completely recovered.

## 10.5 – REPORTS

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

All personal and group sales volume information is provided “as is” without warranties, express or implied, or representations of any kind whatsoever. In particular but without limitation there shall be no warranties of merchantability, fitness for a particular use, or non infringement.

To the fullest extent permissible under applicable law, Synterra Health and/or other persons creating or transmitting the information will in no event be liable to any Independent Business Associate or anyone else for any direct, indirect, consequential, incidental, special, or punitive damages that arise out of the use of or access to personal and group sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity, and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if Synterra Health or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, Synterra Health or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability, or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

## SECTION 11 – PRODUCT GUARANTEES, RETURNS, AND INVENTORY REPURCHASE

### 11.1 – Customer Satisfaction Guarantee

Synterra Health offers, through its Independent Business Associates, a 100% 30-day money-back guarantee to all retail customers. Every Independent Business Associate is bound to honor the retail customer guarantee. If, for any reason, a retail customer is dissatisfied with any Synterra Health product, the retail customer may return the unused portion of the product to the Independent Business Associate from whom it was purchased, within thirty (30) days, for a replacement, exchange or a full refund of the purchase price (excluding shipping costs, if applicable).

A Customer who makes a purchase of \$25.00 or more has three (3) business days (72 hours) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the retail receipt. When an Independent Business Associate makes a sale or takes an order from a retail customer who cancels or requests a refund within the 72 hour period, the Independent Business Associate must promptly refund the Customer’s money as long as the products are returned to the Independent Business Associate in substantially as good condition as when received. Additionally, Independent Business Associates must verbally inform Customers of their right to rescind a purchase or an order within 72 hours, and ensure that the date of the order or purchase is entered on the retail receipt. All retail customers must be provided with two copies of an official Synterra Health sales receipt at the time of the sale. The back of the receipt provides the Customer with written notice of their rights to cancel the sales agreement.

### 11.2 – RETURN OF INVENTORY AND SALES AIDS BY INDEPENDENT BUSINESS ASSOCIATES UPON CANCELLATION

Within thirty (30) days, and upon cancellation of a Independent Business Associate’s Agreement, the Independent Business Associate may return their Starter Kit and any products and sales aids held in their inventory for a refund, which have been purchased within one year prior to the date of cancellation.. Independent Business Associates may only return Starter Kits, products, and sales aids that they personally

purchased from Synterra Health (purchases from other Independent Business Associates or third parties are not subject to refund) and which are in Resalable condition. Upon receipt of a Resalable Starter Kit and/or Resalable products and sales aids, the Independent Business Associate will be reimbursed 90% of the net cost of the original purchase price(s). Shipping charges incurred by an Independent Business Associate when the Starter Kit, products, or sales aids were purchased will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If an Independent Business Associate was paid a commission based on a product(s) purchased, and such product(s) is subsequently returned for a refund, the commission that was paid based on that product purchase will be deducted from the amount of the refund.

Resalable Products and Sales aids shall be deemed "Resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) they are returned to Synterra within one year from the date of purchase; and 5) the product contains current Synterra labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be Resalable.

### 11.2.1 LOCAL AND STATE LAWS

Local and state laws with specific consumer return policies supersede those contained in this agreement.

### 11.3 – PROCEDURES FOR ALL RETURNS

The following procedures apply to all product returns for refund, repurchase, or exchange:

- All merchandise must be returned by the Independent Business Associate or Customer who purchased it directly from Synterra Health.
- All products to be returned must have a Return Merchandise Authorization number which is obtained by calling the Independent Business

Associate Services department. This Return Merchandise Authorization number must be written on each carton returned. Return Merchandise Authorizations are valid for 30 days from the date of issue.

- Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement. All returns must be shipped to Synterra Health pre-paid. Synterra Health does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be borne by the Independent Business Associate. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Independent Business Associate to trace the shipment.
- If an Independent Business Associate is returning merchandise to Synterra Health that was returned to them by a personal retail customer, the product must be received by Synterra Health within ten (10) days from the date on which the retail customer returned the merchandise to the Independent Business Associate, and must be accompanied by the sales receipt the Independent Business Associate gave to the Customer at the time of the sale.

### 11.4 – PRODUCT ABANDONMENT

An order transaction is considered complete only when the order has been paid for and the shipping or delivery method has been satisfied. If these conditions are not met within 90 days from the date of order, the Company reserves the right to determine the final outcome of the order at its sole discretion, and the ordering Independent Business Associate releases Synterra Health from any further obligation or liability.

### SECTION 12 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

#### 12.1 – Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission

by an Independent Business Associate that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the Independent Business Associate's Synterra Health business), may result, at Synterra Health's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Independent Business Associate to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Withholding from an Independent Business Associate all or part of the Independent Business Associate's bonuses and commissions during the period that Synterra Health is investigating any conduct allegedly contrary to the Agreement. If an Independent Business Associate's business is canceled for disciplinary reasons, the Independent Business Associate will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Independent Business Associate Agreement for one or more pay periods;
- Involuntary termination of the offender's Independent Business Associate Agreement;
- Instituting legal proceedings for monetary and/or equitable relief;
- The transfer or reassignment of some or all of an Independent Business Associate's downline organization to another Independent Business Associate's downline organization;
- Any other measure expressly allowed within any provision of the Agreement or which Synterra Health deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Independent Business Associate's policy violation or contractual breach. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of Synterra Health.

## 12.2 – Grievances and Complaints

When an Independent Business Associate has a grievance or complaint with another Independent

Business Associate regarding any practice or conduct in relationship to their respective Synterra Health businesses, the complaining Independent Business Associate should first report the problem to their Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to Synterra Health's Compliance department, via email or regular mail. Compliance will review the facts and attempt to resolve the matter. If it is not resolved, it will be referred to the Independent Business Associate Conduct Review Committee for final review and possible disciplinary action.

## 12.3 – INDEPENDENT BUSINESS ASSOCIATE CONDUCT REVIEW COMMITTEE

The purpose of the Independent Business Associate Conduct Review Committee ("IBACRC") is to review policy violations and determine disciplinary actions. The Compliance department solicits information from all involved parties and presents the same to the IBACRC for final resolution and disciplinary action, up to and including termination of a Independent Business Associate Agreement. Once the IBACRC has made a decision, the decision will be communicated to the Independent Business Associate in writing.

## 12.4 – INDEPENDENT BUSINESS ASSOCIATE CONDUCT APPEALS COMMITTEE

If an Independent Business Associate wishes to appeal a decision made by the IBACRC, they must do so in writing within ten (10) business days of the date of notification of decision. A decision will only be reviewed by the Appeals Committee if new information or further supporting evidence has been provided.

All cases will be reviewed on a monthly basis and notification will be provided accordingly. Please note that during the appeals process, all involved Independent Business Associate accounts will be placed on a complete business hold, and all commissions generated will be placed in an Escrow account until the matter is resolved.

Decisions mandated by the Independent Business

Associate Conduct Appeals Committee are final and binding, and will not be further reviewed by the Company.

## **12.5 – MEDIATION**

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorneys fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Laguna Beach, California, and shall last no more than two (2) business days.

## **12.6 – ARBITRATION**

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having waived all rights to trial by jury or to any court. All arbitration proceedings shall be held in Laguna Beach, California. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Nothing in these Policies and Procedures shall prevent Synterra Health from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Synterra Health's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

## **12.7 – GOVERNING LAW, JURISDICTION, AND VENUE**

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Orange County, State of California. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of California shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in paragraph 12.6, residents of the State of Louisiana shall be entitled to bring an action against Synterra Health in their home forum and pursuant to Louisiana law.

## **SECTION 13 – PAYMENT AND SHIPPING**

### **13.1 – RETURNED CHECKS**

All checks returned by an Independent Business Associate's bank for insufficient funds will be re-submitted for payment. A \$25.00 returned check fee will be charged to the account of the Independent Business Associate. After receiving a returned check from a Customer or an Independent Business Associate, all future orders must be paid by Credit Card, money order, or cashier's check. Any outstanding balance owed to Synterra Health by an Independent Business Associate for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks.

### **13.2 – RESTRICTIONS ON THIRD PARTY USE OF CREDIT CARDS AND CHECKING ACCOUNT ACCESS**

Independent Business Associates shall not permit

other Independent Business Associates or Customers to use their credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company, unless an official Synterra Health Authorization Letter is on file with the Company prior to the transaction. This Authorization Letter is found in an Independent Business Associate's Virtual Office.

### 13.3 – SALES TAXES

The Company will collect and remit sales tax based on the wholesale price of products purchased by you unless otherwise required by law. The sales tax is based upon the tax rate in the jurisdiction to which the product is shipped. For your retail sales, if you submit to us a current Sales Tax Exemption Certificate (STEC) from your resident state, we will not charge or collect sales tax on your orders shipped to that state unless prohibited by law.

You will be responsible for tracking and reporting all sales and sales taxes due for retail sales. Sales tax on orders placed before we receive a STEC will not be reimbursed. If you provide us an STEC, you agree to indemnify and hold Synterra Health harmless from any liability that Synterra Health incurs as a result of your failure to collect or remit sales taxes.

## SECTION 14 – RECLASSIFICATION AND CANCELLATION

### 14.1 – Reclassification

From inception, each new applicant is classified as a Customer. If a Customer wishes to retail Synterra Health products and receives commissions on retail sales they need to qualify as an Independent Business Associate and build a Synterra Health business by remaining active receiving a commission check for both Retail and Business Building Bonuses. An Independent Business Associate's rank/classification is contingent upon meeting all qualifications for that pay period, and may change accordingly.

### 14.2 – CANCELLATION & NO NON-COMPETE

An Independent Business Associate whose account is canceled will lose all rights as an Independent Business Associate. This includes the right to sell

Synterra Health products and services, and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Independent Business Associate's former downline sales organization. In the event of cancellation, Independent Business Associates agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions, or other remuneration derived from the sales and other activities of their former downline organization. A Synterra Health participant maintains the right to cancel their account at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address, or via email to [cancel@SynterraHealth.com](mailto:cancel@SynterraHealth.com). The written notice must include the Independent Business Associate's signature, printed name, address, and Independent Business Associate I.D. Number. Furthermore, Synterra Health does not employ a non-compete agreement. Independent Business Associates who wish to participate in a competing network marketing business are free to do so at will. However, Synterra Health Independent Business Associates should be mindful of the non-solicitation prohibitions specified in Section 6.3.1.

### 14.3 – NON-RENEWAL

An Independent Business Associate may voluntarily cancel their Independent Business Associate Agreement by failing to renew the Agreement on its anniversary date. The Company may also elect not to renew a Independent Business Associate's Agreement upon its anniversary date.

## SECTION 15 – DEFINITIONS

**ACTIVE Independent Business Associate:** An Independent Business Associate who satisfies the minimum Personal Volume requirements, as set forth in the Synterra Health Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

**AGREEMENT:** The contract between the Company and each Independent Business Associate; includes the Independent Business Associate Agreement, the Synterra Health Policies and Procedures, and

the Synterra Health Compensation Plan, all in their current form and as amended by Synterra Health in its sole discretion. These documents are collectively referred to as the "Agreement."

**AUTOMATIC TELEPHONE DIALING SYSTEM:** Any equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.

**CANCEL:** The termination of an Independent Business Associate's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

**COMPENSATION PLAN:** The guidelines and referenced literature for describing how Independent Business Associates can generate commissions and bonuses.

**CUSTOMER:** A Customer who purchases Synterra Health products and does not engage in building a business or retailing product.

**INDEPENDENT BUSINESS ASSOCIATE:** An individual who purchases product, generates retail sales and business building commissions, is active and has personally sponsored one or more individuals.

**DOWNLINE (GENEALOGY) REPORT:** A report generated by Synterra Health that provides critical data relating to the identities of Independent Business Associates, sales information, and enrollment activity of each Independent Business Associate's Organization. This report contains confidential and trade secret information which is proprietary to Synterra Health.

**IMMEDIATE HOUSEHOLD:** Heads of household and dependent family members residing in the same house.

**LEVEL:** The layers of downline Customers and Independent Business Associates in a particular Independent Business Associate's Organization. This term refers to the relationship of an Independent Business Associate relative to a particular upline Independent Business Associate, determined by the number of Independent Business Associates between them who are related by sponsorship.

For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth level.

**NETWORK MARKETING:** Any multilevel or network marketing business venture or marketing

opportunities.

**ORGANIZATION:** The Customers and Independent Business Associates placed below a particular Independent Business Associate.

**OFFICIAL Synterra Health MATERIAL:** Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Synterra Health to Independent Business Associates.

**OPEN SALES MEETING:** Any Synterra Health-related gathering of five (5) or more individuals.

**PERSONAL VOLUME (PV):** The value of products sold by the Company to an Independent Business Associate in a rolling calendar month.

**PLACEMENT:** Your position inside your Sponsor's organization.

**RECRUIT:** For purposes of Synterra Health's Conflict of Interest Policy (Section 6.2), the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Synterra Health Independent Business Associate or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

**RESALABLE:** Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labeling has not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current Synterra Health labeling.

Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

**SPONSOR:** An Independent Business Associate who enrolls a Customer, Retailer, or another Independent Business Associate into the Company, and is listed as the Sponsor on the Independent Business Associate Agreement.

The act of enrolling others and training them to become Independent Business Associates is called "sponsoring."

**STARTER KIT/DISTRIBUTOR KIT:** A selection of Synterra Health training materials and business support literature that each new Independent Business Associate may purchase. The Starter Kit is sold to Independent Business Associates at the

Company's cost.

UPLINE: This term refers to the Independent Business Associate or Independent Business Associates above a particular Independent Business Associate in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Independent Business Associate to the Company.

WHOLESALE CUSTOMER: An individual who purchases Synterra Health products at wholesale, but who is not a participant in the Synterra Health Compensation Plan.