

ZESTAL, INC.

**Statement of Policies &
Procedures**

Table of Contents

1.0 INTRODUCTION

- 1.1 Mutual Commitment Statement**
- 1.2 Code of Ethics**
- 1.3 The Brand Partner or Influencer Agreement**
- 1.4 Amendments to the Brand Partner or Influencer Agreement**

2.0 BASIC PRINCIPLES

- 2.1 Independent Contractor Status**
- 2.2 Becoming a Zestal Brand Partner or Influencer**
- 2.3 Brand Partner or Influencer Enrollment**

3.0 ZESTAL BRAND PARTNER OR INFLUENCER RESPONSIBILITIES

- 3.1 Correct Address**
- 3.2 Training and Leadership**
- 3.3 Sponsorship**
- 3.4 Unethical Sponsoring**
- 3.5 Cross Sponsoring Prohibition**
- 3.6 Solicitation for Other Companies and Products**

4.0 AGREEMENTS & GENERAL UNDERSTANDINGS

- 4.1 Rights Granted**
- 4.2 Zestal Account Renewals and Termination of the Brand Partner or Influencer Zestal Account Due to Nonpayment of the Annual Membership Renewal Fee**
- 4.3 Effect Termination**
- 4.4 Modifying a Brand Partner or Influencer's Zestal Account**
- 4.5 Unauthorized Transfer & Re-Enrollment**
- 4.6 Change of Sponsors for Brand Partners or Influencers**
- 4.7 Change of Organizations**
- 4.8 Voluntary Termination**
- 4.9 Involuntary Termination**

5.0 BUSINESS ENTITIES

- 5.1 Definition**

5.2 Indemnification for Actions

5.3 Insurance

6.0 POLICY VIOLATIONS

6.1 Reporting Policy Violation

6.2 Adherence to the Zestal Compensation Plan

6.3 Adherence to Laws and Ordinances

6.4 Compliance with Applicable Tax Laws

6.5 One Zestal Account Per Brand Partner or Influencer

6.6 Actions of Household Members or Affiliated Parties

6.7 Identification Numbers and Pay-Out

6.8 Sale, Assignment, or Delegate Ownership

6.9 Separating a Zestal Business

6.10 Succession

7.0 DISCIPLINARY ACTION

7.1 Imposition of Disciplinary Action – Purpose

7.2 Consequences and Remedies of Breach

7.3 Suspension Procedures

8.0 DISPUTE RESOLUTION

8.1 Grievances Against Another Brand Partner or Influencer

8.2 Mediating Disputes Between a Brand Partner or Influencer and Zestal

8.3 Severability

8.4 Waiver

8.5 Governing Law

8.6 Class Action Waiver

9.0 PAYMENT OF COMMISSIONS & BONUSES

9.1 Bonus and Commission Qualifications

9.2 Computation of Commissions and Discrepancies

9.3 Adjustments to Bonuses and Commissions for Returned Products or Brand Partner or Influencer Memberships

10.0 ORDERING PRODUCT

- 10.1 General Product Ordering Policies**
- 10.2 Sales to Customers**
- 10.3 Insufficient Funds**
- 10.4 Credit Card Purchases**
- 10.5 Sales Tax Obligation**
- 10.6 Refund Policy**
- 10.7 Return Process**
- 11.0 ZESTAL OPPORTUNITY**
 - 11.1 Presentation of Compensation Plan**
 - 11.2 Sales Requirements Are Governed by the Compensation Plan**
- 12.0 PROPRIETARY INFORMATION & TRADE SECRETS**
 - 12.1 Reports**
 - 12.2 Obligation of Confidentiality**
 - 12.3 Breach and Remedies**
 - 12.4 Return of Materials**
- 13.0 PRIVACY POLICY**
 - 13.1 Introduction**
 - 13.2 Expectation of Privacy**
 - 13.3 Employee Access to Information**
 - 13.4 Restrictions on the Disclosure of Account Information**
- 14.0 PRODUCT INSPECTION, QUALITY CONTROLS, ADVERTISING, PROMOTIONAL MATERIAL, USE OF ZESTAL AND TRADEMARKS**
 - 14.1 Inspection, Product Care, and Quality Controls**
 - 14.2 Labeling, Packaging, and Displaying Products**
 - 14.3 Use of Company's Names and Protected Materials**
 - 14.4 Faxes and E-mail - Limitations**
 - 14.5 Internet and Third-Party Website Restrictions**
 - 14.6 Advertising and Promotional Materials**
 - 14.7 Testimonial Permission**
 - 14.8 Telemarketing - Limitations**

15.0 INTERNATIONAL MARKETING

15.1 International Marketing Policy

16.0 SMART SHIP CANCELLATION

17.0 SHIPPING POLICY

1.0 **INTRODUCTION**

1.1 **Mutual Commitment Statement**

- a) **Zestal, Inc.**, (hereinafter referred to as (“Zestal” or “Company”) strives to develop a long-term and mutually rewarding relationship with its Brand Partners, Influencers, and Customers. In the spirit of mutual respect and understanding, Zestal is committed to:
- (i) Providing prompt, professional, and courteous service to its Brand Partners, Influencers and Customers;
 - (ii) Providing the highest level of quality products, at fair and reasonable prices;
 - (iii) Exchanging or refunding the purchase price of any product, service, or membership as provided in Zestal’s return policies contained herein;
 - (iv) Delivering orders promptly and accurately;
 - (v) Paying commissions accurately and on a timely basis;
 - (vi) Expediting orders if an error or unreasonable delay occurs;
 - (vii) Maintaining a mutually beneficial Compensation Plan;
 - (viii) Implementing changes to the Compensation Plan or this Statement of Policies and Procedures (the “Policies and Procedures”) with input from Brand Partners, Influencers, and/or Customers (Note: such changes will be effective thirty (30) days after the date any such changes are published by Zestal)
 - (ix) Supporting, protecting, and defending the integrity of the Zestal Business Opportunity;
- b) In return, Zestal expects that its Brand Partners or Influencers will:
- (i) Conduct themselves in a professional, honest, and considerate manner;
 - (ii) Present Zestal Corporate and Zestal product information in an accurate and professional manner;
 - (iii) Present the Compensation Plan and return and exchange policies in a complete and accurate manner;
 - (iv) Not make exaggerated income or product claims;
 - (v) Make reasonable effort(s) to support and train other Brand Partners, Influencers, and Customers in their downline;
 - (vi) Not engage in cross-line recruiting, unhealthy competition, or unethical business practices;

- (vii) Provide positive guidance and training to Zestal Brand Partners, Influencers, and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a Brand Partner or Influencer is discouraged from providing cross-line training to other Brand Partners, Influencers, or Customers in a different Organization without first obtaining the consent of the Brand Partner, Influencer, or Customer's upline leader;
- (viii) Support, protect, and defend the integrity of the Zestal business opportunity.

1.2 Code of Ethics

- a) Zestal desires to provide its Independent Brand Partners or Influencers with the best products and Compensation Plan in the industry. Accordingly, Zestal values constructive criticism and encourages the submission of written comments addressed to the Zestal Compliance Department.
- b) Brand Partner's or Influencer's negative and disparaging comments about Zestal, its products, these Policies, or Compensation Plan, made to Zestal, or to the field or at any Zestal meeting and/or event, or disruptive behavior at any meeting and/or event, serve no purpose other than to dampen the enthusiasm of other Brand Partners, Influencers and Customers. Zestal Brand Partners or Influencers must not belittle Zestal, fellow Zestal Brand Partners or Influencers, Zestal products or services, the Compensation Plan, or any and all Zestal directors, officers, employees, product suppliers, or agents. Such conduct represents a material breach of these Policies and Procedures and may result in suspension or termination of the offending Brand Partner or Influencer Account.
- c) Zestal endorses the following code of ethics:
 - (i) A Zestal Brand Partner or Influencer must show fairness, tolerance, and respect to all people associated with Zestal, regardless of race, gender, social class, or religion, thereby fostering a "positive atmosphere" of teamwork, good morale, and community spirit.
 - (ii) A Brand Partner or Influencer shall strive to resolve business issues, including conflicts or disagreements with Upline and/or downline Organization Brand Partner or Influencer with tact, sensitivity, and goodwill, and take care not to create additional conflict.
 - (iii) Zestal Brand Partners or Influencers must be honest, responsible, professional, and conduct themselves with integrity.
 - (iv) Zestal Brand Partners or Influencers shall not make disparaging statements about Zestal, other Brand Partners or Influencers, Zestal employees, product suppliers or agents, products, services, sales, and marketing campaigns, or the Compensation Plan.
 - (v) Zestal Brand Partners or Influencers shall not make statements that unreasonably offend, mislead or coerce others.

- d) Zestal may take appropriate action against a Brand Partner or Influencer if it determines, in its sole discretion, that a Brand Partner or Influencer's conduct is detrimental, disruptive, or injurious to Zestal or other Brand Partner or Influencers.

1.3 The Brand Partner or Influencer Agreement

- a) Throughout these Policies & Procedures, when the term "Agreement" is used, it collectively refers to the most current version of the following along with any addendums or exhibits thereto: (i) Zestal Policies and Procedures; and (ii) Zestal Compensation Plan.
- b) It is the responsibility of the Sponsoring Brand Partner or Influencer to provide the most current version of these Policies and Procedures (available on the Zestal website), the Income Disclosure Statement, the Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto to their downline Brand Partners or Influencers. The Income Disclosure Statement is attached as Addendum 1 and is incorporated by reference for all purposes.

1.4 Amendments to the Brand Partner or Influencer Agreement

- a) Because federal, state, and local laws, as well as the business environment, periodically change, Zestal reserves the right to amend the Agreement as set forth on its website in its sole and absolute discretion. Notification of amendments shall appear in official Zestal materials, the Zestal website, social media outlets, and/or the Brand Partner or Influencer's back office.
- b) Any such amendment, change, or modification shall be effective thirty (30) days following notice by one of the following methods:
 - (i) Posting on the official Zestal website;
 - (ii) Electronic mail (e-mail); or
 - (iii) Any Zestal communication channels or social media outlets (i.e., Facebook, Instagram, Twitter, and/or Zestal App).

2.0 BASIC PRINCIPLES

2.1 Independent Contractor Status

- a) A Zestal Brand Partner or Influencer is an independent contractor. A Brand Partner or Influencer is not a franchisee, joint venture Partner, business Partner, employee, or agent of Zestal, and a Brand Partner or Influencer is prohibited from stating or implying, whether orally or in writing, otherwise. A Brand Partner or Influencer has no authority to bind Zestal to any obligation. Zestal is not responsible for payment or co-payment of any employee benefits. A Brand Partner or Influencer is responsible for liability, health, disability, and workmen's compensation insurance. A Zestal Brand Partner or Influencer is responsible for their own managerial decisions and expenditures including all estimated income and self-employment taxes. A Zestal Brand Partner or Influencer sets their own hours and determines how to conduct their Brand Partner or Influencer

business, subject to the Zestal Brand Partner or Influencer Agreement and any other guidelines that may be implemented from time to time.

2.2 Becoming a Zestal Brand Partner or Influencer

- a) To become a Brand Partner or Influencer, an applicant must:
 - (i) Be of the age of majority (not a minor) in his or her state of residence;
 - (ii) Reside or have a valid address in the United States, U.S. territory, or Canada in which Zestal is licensed to operate;
 - (iii) Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number (EIN));
 - (iv) Enter a verified mobile phone number that is not in use or associated with any other Zestal accounts, which will be verified through a verification code sent to the applicant's mobile phone number;
 - (v) Acknowledge and agree to all communications sent by Zestal, (including but not limited to emails, texts, broadcasts, letters, etc.) with the choice to "opt-out" of these communications.

2.3 New Brand Partner or Influencer Enrollment

- a) A potential new Brand Partner or Influencer may self-enroll on any Brand Partner or Influencer/Sponsor's website, subject to acceptance by Zestal of the applicant's online enrollment confirming the applicant has agreed to all terms and conditions of the Brand Partner or Influencer Agreement.
- b) Electronically submitted and/or signed documents, including, but not limited to, online submissions, automated credit card processing authorization documents, and the Brand Partner or Influencer Agreement are legally binding contracts that must not be altered, tampered with, or changed in any manner after they have been signed and/or submitted. False or misleading information, forged signatures, or alterations to any document, including business registration forms, may lead to sanctions, up to and including involuntary termination of the offending Brand Partner or Influencer's Account.
- c) An applicant enrolling with Zestal must identify a Sponsor in the online enrollment process. If the applicant later enrolls and identifies a different Sponsor, Zestal will not accept the later enrollment. Zestal reserves the right, at its sole discretion, to make the final decision with respect to any disputes regarding Brand Partner or Influencer enrollments and Sponsors.

3.0 ZESTAL BRAND PARTNER OR INFLUENCER RESPONSIBILITIES

3.1 Correct Address

- a) It is the responsibility of the Brand Partner, Influencer, or Customer to make sure Zestal has the correct shipping address before any orders are shipped.

- b) A Brand Partner, Influencer, and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by the Zestal Support Team.

3.2 Training and Leadership

- a) Sponsoring Brand Partners or Influencers should have ongoing contact and communication with the Brand Partners or Influencers in their downline Organizations. Examples of communication may include but are not limited to, newsletters, written correspondence, personal telephone calls, team conference calls, voicemail, e-mail, personal meetings, training sessions, events, workshops, and any other related functions.
- b) A Sponsoring Zestal Brand Partner or Influencer should monitor the Brand Partners or Influencers in his or her downline Organizations to ensure that downline Brand Partners or Influencers do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, a Brand Partner or Influencer must provide documented evidence to Zestal of his or her ongoing fulfillment of the responsibilities set forth in this Section 3.2.
- c) Up-line Brand Partners or Influencers are encouraged to educate and train new Brand Partners or Influencers about Zestal's products and services, effective sales techniques, the Compensation Plan, along with compliance with these Policies and Procedures, and any and all social media guidelines or any other guidelines issued by Zestal. Marketing product is a required activity in Zestal and must be emphasized in all Recruiting presentations.
- d) Use of Sales Aids. To promote Zestal products and the Zestal business opportunity, Brand Partners or Influencers are encouraged to use the sales aids and support materials produced or expressly authorized by Zestal. Brand Partners or Influencers may use and publish marketing materials they design only after such materials have been approved by Zestal. A Brand Partner or Influencer's unauthorized use of sales aids or promotional materials, including but not limited to Internet advertising, and social media marketing on Facebook, Instagram, and like, is a violation of these Policies and Procedures. Additionally, publishing marketing materials that violate any number of statutes or regulatory laws governing how Zestal's products or business opportunity may be marketed is a violation of these Policies and Procedures and may result in immediate termination of the publisher's Zestal Account. Any such violations could jeopardize the Zestal opportunity for all Brand Partners or Influencers. Accordingly, Brand Partners or Influencers must submit via email all sales aids, promotional materials, advertisements, websites, training material, and flyers, along with any other literature to Zestal's Compliance Department for approval prior to use at compliance@zestal.com. Unless the Brand Partner or Influencer receives specific written approval to use the material(s), the request shall be deemed denied. All Brand Partners or Influencers shall safeguard and promote the good reputation of Zestal and its products. The marketing and promotion of Zestal, the Zestal opportunity, the Compensation Plan, and Zestal products and services shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

3.3 Sponsorship

- a) The Sponsor is the person who introduces a Brand Partner, Influencer, or Customer to Zestal, helps them complete their enrollment, and supports and trains those in their downline.
- b) Zestal recognizes the Sponsor as the name shown on an applicant's first enrollment submission to Zestal.
- c) An applicant may not enroll with Zestal as a Brand Partner or Influencer without personally accepting and agreeing to the terms and conditions of the Zestal Agreement.
- d) Zestal recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Zestal will not allow Brand Partners or Influencers to engage in unethical sponsoring activities.
- e) All active Brand Partners or Influencers in good standing have the right to Sponsor and enroll others into Zestal. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Brand Partner or Influencer will approach the same prospect. In this scenario, the new prospect should be Sponsored by the first Brand Partner or Influencer who presented a comprehensive introduction to Zestal products or business opportunity.
- f) In the event of a dispute regarding Sponsorship, Zestal reserves the right to designate a prospect's Sponsor, and all such determinations are final.

3.4 Unethical Sponsoring

- a) Unethical sponsoring activities include but are not limited to, enticing, bidding, or engaging in unhealthy competition by attempting to acquire a prospect or new Brand Partner or Influencer away from a fellow Brand Partner or Influencer or influencing another Brand Partner or Influencer to transfer to a different sponsor.
- b) Allegations of unethical sponsoring must be reported in writing to the Zestal Compliance Department within the first 30 days of the new Brand Partner or Influencer enrollment in question. If the reports are substantiated, Zestal may transfer the Brand Partner or Influencer or the Brand Partner or Influencer's downline to another Sponsor or Organization without approval from the current up-line Sponsor. Zestal remains the final authority in such cases.
- c) Zestal prohibits the unauthorized manipulation of the Zestal Compensation Plan and/or marketing plan to trigger commissions or cause the promotion of a downline Brand Partner or Influencer in an unearned manner (hereinafter, "Stacking."). For example, Stacking occurs when a Sponsor places a Brand Partner or Influencer(s) under an inactive downline without the Brand Partner or Influencer's knowledge in order to trigger unearned qualification for commissioning purposes. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense that may result in the immediate termination of Accounts of all Brand Partners or Influencers, individuals, and/or entities found to be involved.

- d) Any Brand Partner or Influencer who solicits or entices members of another direct sales company to sell or distribute Zestal products and services bears the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Brand Partner or Influencer alleging that they engaged in inappropriate Recruiting of another company's sales force or customers, Zestal will not pay any of the Brand Partner or Influencer's defense costs or legal fees, nor will Zestal indemnify the Brand Partner or Influencer for any judgment, award, or settlement.

3.5 Cross Sponsoring Prohibition

- a) "Cross sponsoring" is defined as the enrollment into a different Line of Sponsorship of an individual, or Business Entity, that was already previously enrolled as a Brand Partner or Influencer. Actual or attempted Cross Sponsoring is strictly prohibited and may result in termination of the offending Brand Partner or Influencer's Account.
- b) Enrollment through the use of a Spouse or relative's name, trade name, assumed name, Business Entity, or fictitious identification of any kind to evade or circumvent this Cross Sponsoring Policy is strictly prohibited.
- c) This Policy does not prohibit the transfer of a Zestal Account and business in accordance with the Transfer of Sale or Transfer Policy set forth in these Policies.

3.6 Solicitation for Other Companies or Products

- a) A Zestal Brand Partner, Influencer, and/or Customer may participate in other direct sales, multilevel, network marketing, or relationship marketing businesses or marketing opportunities, as long as it is not a Competing Product as defined herein. However, during the Term of this Agreement and for six (6) months thereafter, a Zestal Brand Partner or Influencer may not recruit any fellow Zestal Brand Partner, Influencer, or Customer for any other direct sales or network marketing business, unless that fellow Brand Partner, Influencer, or Customer was personally sponsored by such Brand Partner or Influencer.
- b) The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Brand Partner, Influencer, or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Brand Partner or Influencer's actions are in response to an inquiry made by another Brand Partner, Influencer, or Customer.
- c) During the term of this Agreement, any Zestal Brand Partner or Influencer must not sell or entice others to sell, any competing products or services, including training materials, to Zestal Customers, Brand Partners, or Influencers. Subject to the definition of Competing Products in the Glossary below, any product or service in the same category as a Zestal product or service is deemed to be competing regardless of differences in cost or quality.
- d) A Brand Partner or Influencer may sell non-competing products or services to the Zestal Customers, Brand Partners, or Influencers that they personally sponsored.
- e) A Brand Partner or Influencer may not display or bundle Zestal products or services, in sales literature, on a website, or in sales meetings, with any other products or services to

avoid confusing or misleading a prospective Customer, Brand Partner, or Influencer into believing there is a relationship between the Zestal and non-Zestal products and services.

- f) A Zestal Brand Partner or Influencer may not offer any non-Zestal opportunity, products, or services at any Zestal-related meeting, live or virtual, event, seminar, or convention that other Zestal Brand Partners, Influencers, or Customers are known to be attending, or immediately following a Zestal event.
- g) A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Zestal and its Brand Partners or Influencers and would inflict irreparable harm on Zestal. In such event, Zestal may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Brand Partner or Influencer or such Brand Partner or Influencer's positions including termination, or seek immediate injunctive relief without the necessity of posting a bond in addition to any other legal remedies to which Zestal may be entitled.

4.0 AGREEMENTS & GENERAL UNDERSTANDINGS

4.1 Rights Granted

- a) Zestal hereby grants to the Brand Partner or Influencer a non-exclusive right, based upon the terms and conditions contained in the Agreement to:
 - (i) Purchase Zestal products and services;
 - (ii) Promote and sell Zestal products and services; and
 - (iii) Sponsor new Brand Partners, Influencers, and Customers in countries where Zestal is currently authorized to do business or becomes authorized to do business in the future.
- b) No feature of the Compensation Plan constitutes a personal purchase requirement to become a Brand Partner or Influencer, move up in rank, or otherwise fully participate in the Compensation Plan. No product purchase is required of anyone at any time to fully participate as a Brand Partner or Influencer.

4.2 Zestal Account Renewals and Termination of the Brand Partner or Influencer Zestal Account Due to Nonpayment of the Annual Membership Renewal Fee.

- a) A Brand Partner or Influencer must pay a membership fee upon enrolling with Zestal and a membership renewal fee on an annual basis thereafter. If a Brand Partner or Influencer fails to pay the annual membership renewal fee within sixty (60) days of when it is due, the Brand Partner or Influencer Account will be terminated and the Brand Partner or Influencer will lose any and all rights to the Account downline Organization, and any commissions and/or bonuses associated therewith. The Brand Partner or Influencer shall not be eligible to re-enroll with Zestal as a Brand Partner or Influencer for six (6) months following termination of the Account. Upon termination of the Account, the downline Organization will roll up to the immediate, active Upline Sponsor.
- b) If a Brand Partner or Influencer pays the membership renewal fee after it is due but within the sixty (60) day grace period set forth in Section 4.2(a) above, the Brand Partner or

Influencer will resume the rank and positions held immediately prior to the membership renewal fee due date. However, such Brand Partner or Influencer's paid as level will not be restored unless that Brand Partner or Influencer qualifies at that level in the new month. The Brand Partner or Influencer is not eligible to receive commissions or bonuses for any part of the sixty (60) day grace period that the annual membership renewal fee is unpaid.

- c) By enrolling as a Brand Partner or Influencer, you consent to Zestal charging your card an annual membership fee. This fee will be charged each year you elect to remain a Brand Partner or Influencer. If you would like to cancel your membership or otherwise modify the method of payment or recurring charge, you may do so by contacting Zestal at support@zestal.com.

4.3 Effect of Termination

- a) Following voluntary or involuntary termination of a Brand Partner or Influencer's Zestal Account (collectively, "termination") such Brand Partner or Influencer:
 - (i) Shall have no right, title, claim, or interest to any commission or bonus from the sales generated by the Brand Partner or Influencer's former Organization or any other payments in association with the Brand Partner or Influencer's terminated Account;
 - (ii) Effectively waives any and all claims to property rights or any interest in or to the Brand Partner or Influencer's former Downline Organization; and
 - (iii) Shall receive commissions and bonuses only for the last full pay period in which the Brand Partner or Influencer was active prior to termination, less any amounts withheld during an investigation preceding an involuntary termination, and less any other amounts owed to Zestal.
 - (iv) Upon termination or dormancy due to inactivity for one (1) year or more, the Brand Partner or Influencer forfeits all funds in its commissions and/or Pay-Out Accounts and authorizes Zestal to seize funds and close the Accounts.

4.4 Modifying a Brand Partner or Influencer's Zestal Account

- a) A Brand Partner or Influencer may modify his or her existing Zestal Account to add a Spouse or partner to the Brand Partner or Influencer's Account or change the form of ownership from an individual to a Business Entity by submitting a written request to Zestal's Support Department to make such modification.

4.5 Unauthorized Transfer & Re-Enrollment

- a) In the event a Brand Partner or Influencer discovers that a Brand Partner or Influencer in their downline has re-enrolled under a different Brand Partner or Influencer, the Brand Partner or Influencer has thirty (30) days from the date the downline Brand Partner or Influencer enrolled under a new Brand Partner or Influencer to notify the Zestal Compliance department and request the downline Brand Partner or Influencer be transferred back to his/her downline. Upon the expiration of the thirty (30) day notice period, the right to reclaim a new Brand Partner or Influencer to his or her downline will be waived.

4.6 Change of Sponsors for Brand Partner or Influencer

- a) Sponsor changes/corrections may be requested within a period of 72 hours from the time of enrollment. Such adjustments require written permission directed to the Support Department submitted from the personal back office of the Sponsor as well as the Brand Partner or Influencer to be moved and in some cases the Upline Brand Partner or Influencer.
- b) Sponsor changes are generally not permitted. However, sponsor corrections can be made if they are reported to the Support Department within seventy-two (72) hours from the time of enrollment. Sponsor corrections must be requested from the Brand Partner or Influencer's back office of the current (original) Sponsor, stating the reason that the correction needs to be made.
- c) At the discretion of Zestal, Brand Partners or Influencers who have not ordered products or services for at least six (6) months, and whose Account has not been terminated, are eligible to re-enroll in Zestal under the Sponsor of their choice.
- d) When a former Brand Partner or Influencer re-enrolls with Zestal, Zestal will "compress" (close) the Brand Partner or Influencer's original Account, and a new Zestal User ID number will be issued to the Brand Partner or Influencer. In this scenario, a Brand Partner or Influencer does not retain former rank, downline Organization, or rights to commissions from the Brand Partner or Influencer's former Zestal business or Account.
- e) Zestal reserves the right to correct Sponsor errors at any time and in whatever manner it deems necessary in its sole discretion.

4.7 Change Organizations

- a) If a Brand Partner or Influencer wishes to change Organizations within Zestal, he or she must submit a notice of voluntary termination to the Zestal Customer Support Department in accordance with Section 4.8 (below) and remain inactive (place no orders or be on an auto-ship) with or in Zestal for six (6) months from the receipt of the notice before being eligible to re-enroll under a different Sponsor.
- b) Zestal retains the right to approve or deny any request to re-enroll after a Brand Partner or Influencer's termination. Brand Partners or Influencers within the same downline Organization simultaneously submitting notices of voluntary termination to transfer Organization in accordance with Section 4.7(a) will be deemed an abuse of these Policies.
- c) If re-enrollment is approved, the former Brand Partner or Influencer will be issued a new Zestal User ID after accepting and agreeing to the terms of the Brand Partner or Influencer Agreement in effect at that time. The re-enrolled Brand Partner or Influencer will not be entitled to keep any former rank, downline, or rights to commissions associated with the Brand Partner or Influencer's prior Zestal User ID/Account.

4.8 Voluntary Termination

- a) A Brand Partner or Influencer may immediately terminate his or her Account and Zestal business associated therewith by submitting a written notice via email to the Zestal Support Department support@zestal.com. The written notice must include the following:

- (i) Statement of the Brand Partner or Influencer's intent to terminate the Account;
 - (ii) Date of termination;
 - (iii) Brand Partner or Influencer's Zestal User ID;
 - (iv) Reason(s) for terminating the Account, and
 - (v) Brand Partner or Influencer's signature.
- b) A Brand Partner or Influencer may not use voluntary termination as a way to immediately change Sponsors. A Brand Partner or Influencer who has voluntarily terminated an Account is not eligible to re-enroll with Zestal or have any financial interest in any Zestal business for six (6) months from the receipt of the written notice of termination. A terminated Brand Partner or Influencer who promotes Zestal products or services during the six (6) month waiting period by using another Brand Partner, Influencer's, or Customer's referral code is in violation of the provision and shall not be permitted to re-enroll until six (6) months following any such offending conduct has ceased.

4.9 Involuntary Termination

- a) Zestal reserves the right to terminate a Brand Partner or Influencer's position for, but not limited to, the following reasons:
- (i) Violation of any provision of the Brand Partner or Influencer Agreement;
 - (ii) Violation of any applicable law, ordinance, or regulation related to the Brand Partner or Influencer's Zestal business;
 - (iii) Engaging in unethical business practices or violating standards of fair dealing; or
 - (iv) Returning over \$500 worth of Zestal products, services, and/or sales tools for a refund within a twelve (12) month period.
 - (v) Brand Partner or Influencer initiates, joins, or otherwise voluntarily participates in a lawsuit against Zestal, its directors, officers, employees, and/or agents.
- b) Zestal will notify the Brand Partner or Influencer in writing via email certified mail, return receipt requested, or overnight documented mail, at the Brand Partner or Influencer's last known address of the Zestal's intent to terminate the Brand Partner or Influencer's position and the reasons for termination. The involuntary termination will be effective date as of the written notice.
- c) The former Brand Partner or Influencer shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Zestal products or services. Zestal will notify the active Upline Sponsor within ten (10) days after termination. The Organization of the terminated Brand Partner or Influencer will "roll up" to the active Upline Sponsor on record.
- d) The Brand Partner or Influencer who is involuntarily terminated by Zestal may not re-enroll as a Brand Partner or Influencer, either under his or her present name or any other name

or Business Entity, without the express written consent of an officer of Zestel, following a review by the Zestel Compliance Committee. If such consent is granted, the Brand Partner or Influencer may not re-enroll as a Brand Partner or Influencer for twelve (12) months following the date of termination.

5.0 BUSINESS ENTITIES

5.1 Definition

- a) A corporation, partnership, limited liability company, or trust (collectively, a “Business Entity”) may apply to be a Zestel Brand Partner or Influencer.
- b) A Zestel Brand Partner or Influencer may change their status under the same Sponsor from an individual to a Business Entity in accordance with Section 4.4 of these Policies.

5.2 Indemnification for Actions

- a) A Brand Partner or Influencer is fully responsible for all of his or her verbal and written communications made regarding Zestel products, services, and the Compensation Plan that are not expressly contained within official Zestel materials. Brand Partners or Influencers shall indemnify and hold harmless Zestel, its directors, officers, employees, product suppliers, and agents from any and against all liability including judgments, civil penalties, refunds, lawyer fees, and court costs incurred by Zestel as a result of the Brand Partner or Influencer’s unauthorized representations or actions. This provision shall survive the termination of the Zestel Brand Partner or Influencer Agreement and a Zestel Account.

5.3 Insurance

- a) Zestel encourages Brand Partners or Influencers to obtain insurance coverage for their Zestel business. A homeowner’s insurance policy does not cover business-related injuries, or the theft of, or damage to, inventory or business equipment. Brand Partners or Influencers should contact their insurance agent to make certain their business property is protected. In many instances, this may be accomplished with a “Business Pursuit” endorsement to an existing homeowner’s policy.

6.0 POLICY VIOLATIONS

6.1 Reporting Policy Violation

- a) A Brand Partner or Influencer who observes a violation of these Policies and Procedures by another Brand Partner, Influencer, or Customer should submit any such violation(s) to the Zestel Compliance Department via email to compliance@zestel.com. The email should include:
 - (i) The nature of the violation(s);
 - (ii) Specific facts to support the allegations;
 - (iii) Dates;
 - (iv) Number of occurrences;

- (v) Persons involved; and
 - (vi) Supporting documentation.
- b) The Compliance Department will investigate the reported violations(s) and Zestal will take appropriate action if warranted.

6.2 Adherence to the Zestal Compensation Plan

- a) A Brand Partner or Influencer must adhere to the terms of the Zestal Compensation Plan.
- b) A Brand Partner or Influencer shall not offer the Zestal opportunity through or in combination with, any other system, program, or method of marketing other than that specifically set forth in Official Zestal Literature.
- c) A Brand Partner or Influencer shall not require or encourage a current or prospective Brand Partner or Influencer to participate in Zestal in any manner that varies from the Compensation Plan as set forth in official Zestal literature.
- d) A Brand Partner or Influencer shall not require or encourage a current or prospective Brand Partner or Influencer to make a purchase from or payment to any individual or other entity as a condition to participating in the Zestal Compensation Plan.

6.3 Adherence to Laws and Ordinances

- a) Many cities, counties, and townships have laws regulating certain home-based businesses. Brand Partners, Influencers, and Customers shall comply with all federal, state, and local laws, ordinances, and regulations in conducting his or her Zestal business.
- b) A Brand Partner or Influencer understands and agrees that he/she/it is solely responsible for any and all fines and liabilities incurred as a result of the Brand Partner or Influencer's violation(s) of applicable laws, regulations, and/or ordinances.

6.4 Compliance with Applicable Income Tax Laws

- a) A Brand Partner or Influencer accepts sole responsibility for and agrees to pay all federal, state, provincial, and local taxes on any income generated as a Brand Partner or Influencer, and further agrees to indemnify Zestal from any failure to pay such taxes when due. Zestal encourages Brand Partners or Influencers to consult with his/her/its tax advisor(s) to ensure they are compliant with all applicable laws and understand your tax consequences as an independent contractor. At the end of each calendar year, Zestal will issue to each Brand Partner or Influencer IRS Form 1099, or other applicable documentation required by law, for non-employee compensation of a Brand Partner or Influencer.
- b) If a Brand Partner or Influencer's business is tax-exempt, the Federal Tax ID (EIN) must be provided to Zestal in writing along with any additional documentation requested reflecting such status.
- c) Zestal is required to charge and remit sales tax to the various states or provinces based on the retail price.

6.5 One Zestal Business Brand Partner or Influencer

- a) An Brand Partner or Influencer may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Zestal Account. No individual (together with their spouse) may have, operate, or receive compensation from more than one Zestal Account and business associate therewith. Individuals of the same Family Unit, excluding spouses, may each enter into or have an interest in their own separate Zestal Account, only if each subsequent family position is placed frontline to the first family member enrolled. Each position must build their position separate and independent of the other or the position will be deemed to be stacking.

6.6 Actions of Household Members or Brand Partners or Affiliated Parties

- a) If any member of a Brand Partner or Influencer's immediate household engages in any activity which, if performed by the Brand Partner or Influencer, would violate any provision of the Brand Partner or Influencer Agreement, such activity will be deemed a violation by the Brand Partner or Influencer, and Zestal may take disciplinary action pursuant to these Policies and Procedures against the Brand Partner or Influencer. Likewise, if a Brand Partner or Influencer is a Business Entity, any owner, member, officer, and/or Brand Partner or Influencer of that Business Entity shall be personally and individually bound to and must comply with, the Brand Partner or Influencer Agreement.

6.7 Identification Numbers and Pay-Out

- a) Each Brand Partner or Influencer is required to provide a Social Security Number or Federal Tax ID if located in the United States or any of its territories to Zestal at the time the Brand Partner or Influencer initiates a transfer of funds or earnings accumulated in the Brand Partner or Influencer's Wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a "Pay-Out" and Zestal reserves the right to withhold Pay-Out from any Brand Partner or Influencer who fails to provide a valid Social Security Number or Federal Tax ID (EIN) or who provides false information.
- b) Upon enrollment, Zestal will provide a Zestal User ID to the Brand Partner or Influencer. This number will be used to place orders, structure Organizations, and track commissions and bonuses.

6.8 Sell, Assign, or Delegate Ownership

- a) In order to preserve the integrity of the hierarchical structure, it is necessary for Zestal to place restrictions on the transfer, assignment, or sale of a Brand Partner or Influencer's Zestal Account and business associated therewith.
- b) A Brand Partner or Influencer may not sell, assign, or transfer his or her rights or delegate his or her Account as a Brand Partner or Influencer without Zestal's prior written approval, which will not be unreasonably withheld. All parties involved in any transaction described in Section 6.8 must be in good standing with Zestal to be eligible for any proposed sale, assignment, or transfer. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Zestal.

- c) Any approved buyer/assignee/transferee shall assume the position of the Brand Partner or Influencer at the current qualified title but at the current “paid as” rank, at the time of the sale and acquire the Brand Partner or Influencer’s downline Organization.
- d) To the sale, transfer, or assignment of a Zestal position, a Brand Partner or Influencer must request a “Sale/Transfer of Position Form” from Zestal’s Support Department and submit the following items to Zestal’s Compliance Department:
 - (i) a fully executed, dated, and properly completed Zestal Sale/Transfer of Position Form;
 - (ii) a fully executed, dated, and notarized agreement between the Brand Partner or Influencer and the proposed buyer/transferee/assignee; and.
 - (iii) any additional supporting documentation requested by Zestal.
- e) Any debt obligations that any party involved in the proposed transaction may have with Zestal must be satisfied in full prior to the approval of the sale, transfer, or assignment.
- f) A Brand Partner or Influencer who sells, transfers, or assigns his/her/ Zestal’s position is not eligible to re-enroll as a Zestal Brand Partner or Influencer in any organization for six (6) full calendar months following the date of the sale, transfer, or assignment except as otherwise expressly permitted by these Policies and Procedures.

6.9 Separating a Zestal Business

- a) Pending a divorce or dissolution of a Business Entity, the parties must adopt one of the following methods of operation:
 - (i) One of the parties may, with the written consent of the other(s), operate the Zestal business whereby the relinquishing Spouse, shareholder, partner, member, or trustee (“Relinquishing Party”) authorize Zestal to deal directly and solely with the non-Relinquishing Party.
 - (ii) The parties may continue to operate the Zestal business jointly on a “business as usual” basis. All compensation paid by Zestal will be paid into the Individual(s) or Business Entity named as the Brand Partner or Influencer on the Account and the Brand Partner or Influencer shall indemnify Zestal from any and all claims of any other party with respect to the Zestal business and Account and any payment(s) made in connection therewith.
- b) Zestal recognizes only one downline Organization and will issue only one commission payment transfer per Zestal Account per commission cycle. Under no circumstances will the downline of an Organization be divided, nor will Zestal split commissions and/or bonuses.
- c) If a Relinquishing Party has completely relinquished, in writing, all rights to the original Zestal business and Account, the Relinquishing Party may immediately thereafter re-enroll under the Sponsor of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Brand Partner or Influencer or active Customer in the former Organization and must develop a new business in the same

manner as any other new Zestal Brand Partner or Influencer. A Brand Partner or Influencer in the Relinquishing Party's former Downline who wishes to transfer to the Relinquishing Party's new Organization or to any other Organization must comply with the requirements in Section 4.0.

6.10 Succession

- a) The Brand Partner or Influencer Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- b) Upon the death or incapacity of a Brand Partner or Influencer, the Brand Partner or Influencer's business may be passed on to his or her legal successors in interest ("Successor"). Whenever a Zestal business is transferred by a will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Brand Partner or Influencer's Sales Organization. The Successor must:
 - (i) Accept and agree to all the terms of the Brand Partner or Influencer Agreement;
 - (ii) Comply with the terms and provisions of the Brand Partner or Influencer Agreement; and
 - (iii) Meet all of the qualifications for the last rank achieved by the former Brand Partner or Influencer.
- c) Any bonus and commissions transferred pursuant to this section will be paid in a single transfer to the successor. The successor must provide Zestal with an "address of record" to which all bonus and commission Pay-Out will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.
- d) If the business is bequeathed to joint devisees, they must form a Business Entity and acquire a Federal Tax ID (EIN). Zestal will issue all bonus and commission payments to the managing Business Entity only.
- e) Appropriate legal documentation must be submitted to the Zestal Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Zestal business, the Successor must provide the following to the Zestal Compliance Department:
 - (i) A certified copy of the death certificate; and
 - (ii) A notarized copy of the will.
- f) To complete a transfer of the Zestal business because of incapacity, the Successor must provide the following to the Zestal Compliance Department:
 - (i) A notarized copy of an appointment as trustee;
 - (ii) A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Zestal business; and
 - (iii) A Brand Partner or Influencer Agreement accepted and agreed to by the trustee in writing.

- g) If the Successor is already an existing Brand Partner or Influencer, Zestal will allow such Brand Partner or Influencer to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Brand Partner or Influencer must have compressed (if applicable), sold, or otherwise transferred either the existing position or the inherited position.
- h) If the Successor wishes to terminate the Zestal position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- i) Upon written request, Zestal may grant a one (1) month bereavement waiver and payout at the last "paid as" rank.

7.0 DISCIPLINARY ACTIONS

7.1 Imposition of Disciplinary Action - Purpose

- a) It is the spirit of Zestal that integrity and fairness should pervade among its Brand Partners or Influencers, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Zestal reserves the right to impose disciplinary sanctions at any time when it has determined that a Brand Partner or Influencer has violated the Brand Partner or Influencer Agreement, as may be amended from time to time by Zestal in accordance herewith.

7.2 Consequences and Remedies of Breach

- a) Disciplinary actions may include one or more of the following:
 - (i) Monitoring a Brand Partner or Influencer's conduct over a specified period of time to assure compliance;
 - (ii) Alerting the Brand Partner or Influencer's Upline so that the Upline may further educate the Brand Partner or Influencer and/or take proactive action to protect the Zestal community from cross-Recruiting, disparagement, etc.;
 - (iii) Issuance of a written warning or requiring the Brand Partner or Influencer to take immediate corrective action;
 - (iv) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Zestal receives adequate additional assurances from the Brand Partner or Influencer to ensure future compliance;
 - (v) Suspension from participation in Zestal or Brand Partner or Influencer events, rewards, or recognition;
 - (vi) Suspension of the Brand Partner or Influencer's Account and position for one or more pay periods;

- (vii) Involuntary termination of the Brand Partner or Influencer's Account and position;
- (viii) Any other measure that Zestal deems feasible and appropriate to justly resolve injuries caused by the Brand Partner or Influencer's violation(s); or
- (ix) Legal proceedings for monetary or equitable relief.

7.3 Suspension Procedures

- a) First Violation: Counseling and initial warning letter. A first violation usually occurs because the Brand Partner or Influencer is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for Compliance to bring to the attention of the Brand Partner or Influencer the Policies and Procedures and the specific violation, and to provide counseling on complying with the Policies and Procedures and applicable laws. The Compliance Department will also describe expectations and steps the Brand Partner or Influencer must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations. Within three (3) days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to the 2nd Violation notice described below.
- b) Second Violation: Second warning letter and temporary suspension. Although it is hoped that the Brand Partner or Influencer will promptly correct the violation(s), Zestal recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations and will prompt a suspension of the Brand Partner or Influencer's account. During the suspension period, the Brand Partner or Influencer waives any and all rights to Pay-Out of any bonuses or commissions and must submit a signed reinstatement letter wherein the Brand Partner or Influencer acknowledges the violation(s) and describes the steps taken to correct the violation(s). Once the reinstatement letter is accepted by Zestal, the suspension will be lifted, and the Brand Partner or Influencer will be able to request a Pay-Out. The Brand Partner or Influencer may be subject to additional discipline up to and including termination if the violation is not cured or further violation(s) occur.
- c) Third Violation: Suspension and final written warning. Repeated violation(s) of the Policies and Procedures is very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Brand Partner or Influencer and forfeiture of commissions and bonuses associated with the offending Brand Partner or Influencer's Account. The final written warning letter will include notification of such suspension, action needed to cure the violations(s), and an indication that if the Brand Partner or Influencer violates the Policies and Procedures again, the Brand Partner or Influencer will be terminated immediately.
- d) Fourth Violation: Termination. As described above, Zestal will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final written warning, and suspension and commission forfeiture before proceeding to termination of the Brand Partner or Influencer's Account. Zestal will notify the Brand Partner or Influencer in writing if/when the Account is terminated.

- e) Zestal reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, the Brand Partner or Influencer may be terminated without prior notice or disciplinary action, as authorized by the Policies and Procedures.

8.0 DISPUTE RESOLUTION

8.1 Grievances Against Another Brand Partner or Influencer

- a) If a Zestal Brand Partner or Influencer has a grievance or complaint against another Brand Partner or Influencer regarding any practice or conduct relating to their respective Zestal businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Zestal Compliance Department as outlined below in this Section.
- b) The Zestal Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Brand Partner or Influencers involved.
- c) Zestal will confine its involvement to disputes regarding Zestal business matters only. Zestal will not decide issues that involve personality conflicts or unprofessional conduct by or between Brand Partners or Influencers outside the context of a Zestal business. These issues go beyond the scope of Zestal and may not be used to justify a Sponsor change or a transfer to another Zestal Organization.
- d) Zestal does not consider, enforce, or mediate third-party agreements between Brand Partners or Influencers, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- e) Process for Grievances:
 - (i) The Brand Partner or Influencer should submit a letter of complaint via email directly to the Zestal Compliance Department at compliance@zestal.com. The letter shall set forth the details of the incident as follows:
 - A. The nature of the violation;
 - B. Specific facts to support the allegations;
 - C. Dates;
 - D. Number of occurrences;
 - E. Persons involved; and
 - F. Supporting documentation.
 - (ii) Upon receipt of the written complaint, Zestal will conduct an investigation according to the following procedures:

- A. The Compliance Department will send an acknowledgment of receipt to the complaining Brand Partner or Influencer;
 - B. The Compliance Department will provide a verbal or written notice of the allegation to the Brand Partner or Influencer under investigation. If a written notice is sent to the Brand Partner or Influencer, he or she will have 10 business days from the date of the notification letter to present all information relating to the incident for review by Zestal.
 - C. The Zestal Compliance Department will thoroughly investigate the complaint, and consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
 - D. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Brand Partner or Influencer calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- f) Zestal will make a final decision and timely notify the Zestal Brand Partner or Influencer involved.

8.2 Mediation Disputes Between a Brand Partner or Influencer and Zestal

- a) Brand Partner or Influencer and Zestal (collectively “the Parties”) recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise. Mediation of a dispute may allow the parties to avoid the cost and inconvenience of litigation in court.
- b) The Parties should exchange all documents pertinent to the relief requested. The mediator may request the exchange of memoranda and other information; items that a party wishes to keep confidential may be sent to the mediator in a separate communication.
- c) The mediator shall not be a legal representative of any party.
- d) Unless otherwise agreed to by the Parties, the mediation shall take place in Collin County, Texas, on a date that is mutually agreeable among the Parties and mediator. Participation in the mediation by telephone will be permitted to prevent inconvenience to a party.
- e) The mediator shall allow the Parties to be represented by their respective advocates, who have the authority to consummate a settlement. Any party may participate without representation (pro se).
- f) Mediation sessions and related mediation communications are private proceedings. For this reason, only the Parties and their legal representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and with the consent of the mediator.
- g) Each Party will pay its own costs and expenses of the mediation unless the Parties agree otherwise.

- h) The Parties agree that all mediation communications are privileged and not subject to discovery or admissible in evidence in a proceeding unless waived or precluded by both Parties or unless the evidence would otherwise be admissible or subject to discovery if it were not by reason of its disclosure or use in mediation.
- i) Jurisdiction and venue of any controversy or claim brought under this mediation provision shall be in Collin County, Texas. The Parties further agree that the laws of the State of Texas shall govern all matters, claims, or controversy submitted to mediation pursuant to the Agreement.

8.3 Severability

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

8.4 Waiver

- a) Only an officer of Zestal can, in writing, affect a waiver of these Policies and Procedures. Zestal's waiver of any particular breach by a Brand Partner or Influencer shall not affect Zestal's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Brand Partner or Influencer.
- b) The existence of any claim or cause of action of a Brand Partner or Influencer against Zestal shall not constitute a defense to Zestal's enforcement of any term or provision of these Policies and Procedures.

8.5 Governing Law

- a) The Parties agree that jurisdiction and venue of any controversy or claim arising from the Brand Partner or Influencer Agreement or between Zestal and the Brand Partner or Influencer shall be in Collin County, Texas. The law of the State of Texas shall govern all matters relating to or arising from the Brand Partner or Influencer Agreement or between Zestal and Brand Partner or Influencer, without regard for any provisions regarding choice of law.

8.6 Class Action Waiver

- a) The parties expressly intend and agree that:
 - (i) Class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any court or arbitration; and
 - (ii) The parties will only submit their own individual claims in any court or arbitration and will not seek to represent the interests of any other person.
- b) The court or arbitrator is not empowered to consolidate claims of different individuals into one proceeding, to hear any litigation or arbitration as a class action.
- c) As a Zestal Brand Partner or Influencer and/or Customer, I agree that I will not assert class or collective action claims against Zestal in arbitration, court, or otherwise, nor will I join or serve as a member of a class or collective action in arbitration, court or otherwise.

- d) As a Brand Partner or Influencer and/or Customer, I understand that this means that there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action by me or Zestal.

9.0 PAYMENT OF COMMISSIONS & BONUSES

9.1 Bonus and Commission Qualifications

- a) A Brand Partner or Influencer must be active and in compliance with the Brand Partner or Influencer Agreement and all Zestal-issued guidelines and policies implemented to qualify for bonuses and commissions. So long as a Brand Partner or Influencer complies with the terms and conditions set forth in the Brand Partner or Influencer Agreement, Zestal shall pay commissions to such Brand Partner or Influencer in accordance with the Compensation Plan and any amendments thereto.
- b) Zestal will not issue a payment in any form to a Brand Partner or Influencer without the receipt of a Brand Partner or Influencer's annual membership and renewal membership fee and completed electronic enrollment as a Zestal Brand Partner or Influencer, including the Brand Partner or Influencer's acceptance and agreement to the Brand Partner or Influencer Agreement.
- c) Zestal reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.00.

9.2 Computation of Commissions and Discrepancies

- a) In order to qualify to receive commissions and/or bonuses, a Brand Partner or Influencer must be in good standing and comply with the terms of the Brand Partner or Influencer Agreement. Commission, bonuses, overrides, and achievement levels are calculated on a daily, monthly, or yearly basis.
- b) A Zestal Brand Partner or Influencer must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the thirty (30) day "grace period" no additional requests will be considered for commission recalculations.
- c) For additional information on payment of commissions, please review the Compensation Plan.
- d) Zestal reserves the right, in its sole discretion, to modify or amend the terms or conditions of any Bonus or Bonus Pool. Furthermore, Zestal may amortize the payment of proceeds from a Bonus or Bonus Pool.

9.3 Adjustments to Bonuses and Commissions for Returned Products or Brand Partner or Influencer Memberships

- a) A Brand Partner or Influencer receives bonuses and commissions based on the actual sales of Zestal products and services to end consumers and to Brand Partners or Influencers through product and service purchases. When a product or service is returned to Zestal for a refund from the end consumer or by a Brand Partner or Influencer, the

bonuses and commissions attributable to the returned product or service will be deducted from the Brand Partner or Influencer who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.

- b) In the event that a Brand Partner or Influencer terminates his or her Zestal Account, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by Zestal, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Zestal to the terminated Brand Partner or Influencer.

10.0 ORDERING PRODUCT

10.1 General Product Ordering Policies

- a) “Bonus Buying” is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or Business Entities as a Brand Partner, Influencer, or Customer without their knowledge or consent; (b) the fraudulent enrollment of an individual or Business Entity as a Brand Partner, Influencer, or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as a Brand Partner or Influencer or Customer (“phantoms”); (d) purchasing Zestal products or services on behalf of another Brand Partner, Influencer, or Customer or under another Brand Partner or Influencer’s or Customer’s ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products, services or SMART SHIPS 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 consumers.
- b) Zestal requires that Brand Partners or Influencers use their own credit cards and not allow others to use them. A Brand Partner or Influencer shall not use another Brand Partner, Influencer’s, or Customer’s credit card or debit account to enroll in Zestal or purchase products, services, or SMART SHIPS.
- c) Regarding an order with an invalid or incorrect payment, Zestal will attempt to contact the Brand Partner or Influencer by phone, mail, and/or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of ten (10) business days, the order will be canceled.
- d) Prices are subject to change without notice.
- e) A Brand Partner, Influencer, or Customer who is a recipient of a damaged or incorrect order must notify Zestal within thirty (30) calendar days from receipt of the order and follow the steps as set forth in these Policies and Procedures, along with the Return/Exchange Policies and any other guidelines pertaining to product returns and exchanges.

10.2 Sales to Customers

- a) Sales to retail Customers may be done directly through a Brand Partner or Influencer’s replicated website or directly using product that Zestal has in inventory.

- b) Brand Partners or Influencers will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded consumers under applicable consumer protection legislation.
- c) When making a sale to an end Customer, a Brand Partner or Influencer must provide him/her with an official Zestal retail receipt at or prior to the time of the initial sale and every sale thereafter. Brand Partners or Influencers will need to customize the template with his/her personal information. If the customer exercises the right to cancel the sale, the Brand Partner or Influencer shall follow the refund procedures described in this section.
- d) The Customer should return all unused product to Zestal. These sales receipts set forth the consumer protection rights afforded by applicable law for direct sales, including the right to cancel (without any reason) the sales receipt up to ten (10) days after the end Customer receives a copy of the receipt or invoice.

10.3 Insufficient Funds

- a) All electronic payments that are declined for insufficient funds will be automatically resubmitted for payment.
- b) Any outstanding balance owed to Zestal by a Brand Partner, Influencer, or Customer of a Brand Partner or Influencer from NSF (non-sufficient funds) or insufficient fund (“ACH”) fees, will be withheld by Zestal from that Brand Partner or Influencer’s future bonus and commission funds.
- c) All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Brand Partner or Influencer, constitute grounds for disciplinary sanctions or termination of the account.
- d) If a credit card order or automatic debit is declined the first time, the Customer, Brand Partner, or Influencer will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a second time, the Customer, Brand Partner, or Influencer may be deemed ineligible to purchase Zestal products or services or participate in the monthly SMART SHIP. **Note: Participation by Brand Partners or Influencers in Zestal’s monthly SMART SHIP, which is a recurring product order program, is entirely optional and is not required in order to become a Brand Partner or Influencer, move up in rank, or otherwise, fully participate in the Rewards Program.**

10.4 Credit Card Purchases

- a) Credit card purchases may only be made by the individual or Business Entity whose name and address are on the credit card. A Brand Partner, Influencer, or Customer may not use another individual’s or Business Entity’s credit card to purchase Zestal products (regardless of whether that Brand Partner, Influencer, or Customer has permission from that individual/entity to do so). Zestal considers such transactions fraudulent and will report them to the proper authorities for settlement.
- b) Any Brand Partner, Influencer, or Customer Account associated with any credit card chargeback request will be terminated immediately without notice to the Brand Partner, Influencer, or Customer.

- c) All Brand Partners, Influencers, or Customer requests for refunds or returns must be done in accordance with these Policies.

10.5 Sales Tax Obligation

- a) Brand Partners or Influencers shall comply with all federal and local taxes and regulations governing the sale of Zestal products and services.
- b) Zestal will collect and remit sales tax on all Brand Partner, Influencer, and Customer orders. When orders are placed with Zestal, sales tax is prepaid based upon the suggested retail price and remitted to the appropriate state and local jurisdictions. Brand Partners or Influencers may recover the sales tax when he or she makes a sale. Brand Partners or Influencers are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- c) Zestal encourages each Brand Partner or Influencer to consult with a tax advisor for additional information for his or her business.

10.6 Refund Policy

- a) Zestal Customers:
 - (i) If within the first thirty (30) days you are not satisfied with the product you must contact support@zestal.com to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. After thirty (30) days and up to ninety (90) days post-purchase, you must contact support@zestal.com to return the remaining sellable portion of the product for a full refund, minus shipping and handling charges incurred. Because Zestal cannot guarantee the quality of Zestal products that are sold to Customers by non-Brand Partners or Influencers, Zestal's Refund Policy is not available for products that Customers purchase from anyone other than Brand Partners, Influencers, or Zestal directly or that are purchased in any unauthorized channel.
- b) Zestal Brand Partner or Influencer:
 - (i) If within the first thirty (30) days of the original purchase, you are not satisfied with the product, you must contact support@zestal.com to return the unused portion of the product for a full refund, minus shipping and handling charges. Your Brand Partner or Influencer account will then be subject to six (6) months suspension.
 - (ii) Between thirty (30) and ninety (90) days, if you are not 100% satisfied with our products or are unable to sell them, you may return the items for a refund if the products are in a resalable condition. (*Resalable condition means in sealed enclosed boxes with wrapper intact.) The refund shall be 70% percent of the original price for all returned products. Any shipping and handling charges incurred will not be refunded.
 - (iii) If you receive a product that is damaged or otherwise defective, you may return the product within thirty (30) days of receipt for a full refund or replacement product.

- c) Terminated Brand Partners or Influencers. If a terminated Brand Partner or Influencer has purchased Zestal products, Zestal will issue a refund or credit for any products purchased by the Brand Partner or Influencer if: (i) the product is in Resalable condition; (ii) the Resalable product is returned to Zestal within twenty (20) days from the date of termination; and (iii) the Brand Partner or Influencer provides proof the product was purchased within twelve (12) months preceding the date of termination. [Note: the twelve (12) month requirements not applicable to residents of Maryland, Wyoming, Massachusetts, and Puerto Rico]. Refunds are subject to a ten percent (10%) handling fee. Shipping costs are not refundable.
- d) Problems with Shipments: If within thirty (30) days of the reported expected product delivery date, a Brand Partner or Influencer does not notify support@zestal.com of a problem with the receipt of the Brand Partner or Influencer's order, including but not limited to, failure to receive the product, improper sealing, damage to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given.
- e) All purchases are charged and refunded in U.S. Dollars. All returns, refunds, and exchanges will also be refunded or exchanged in U.S. Dollars. Zestal is not responsible for fluctuating exchange rates.

10.7 Return Process

- a) All returns, whether by a Customer, Brand Partner, or Influencer, must be made as follows:
 - (i) Obtain a Return Merchandise Authorization ("RMA") from Zestal by contacting support@zestal.com and submit a request.
 - (ii) Ship items to the address provided by Zestal customer service when you receive your RMA.
 - (iii) Provide a copy of the sales receipt or invoice with the returned product. Such invoice must reference the RMA and include the reason for the return.
 - (iv) Ship product back in the original manufacturer's box exactly as it was delivered.
 - (v) All returns must be shipped to Zestal pre-paid, as Zestal does not accept shipping collect packages. Zestal recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer, Brand Partner, or Influencer. If the returned product is not received at the address provided on the RMA, it is the responsibility of the Customer, Brand Partner, or Influencer to trace the shipment of the product wherein no credit will be applied.
 - (vi) The return of \$500 or more of products accompanied by a request for a refund within one (1) calendar year by a Brand Partner or Influencer, may constitute grounds for involuntary termination.

11.0 ZESTAL OPPORTUNITY

11.1 Presentation of Compensation Plan

- a) In presenting the Zestal business opportunity, a Brand Partner or Influencer is required to:
 - (i) present a copy of the Zestal Income Disclosure Statement;
 - (ii) refrain from misquoting or omitting any material fact about the Compensation Plan;
 - (iii) clearly explain that the Compensation Plan is based upon sales of Zestal products and services;
 - (iv) not make income projections, claims, or guarantees while presenting or discussing the Zestal opportunity or Compensation Plan to prospective Brand Partners, Influencers, or Customers;
 - (v) inform all prospective Brand Partners or Influencers that success requires substantial work;
 - (vi) not make any unsubstantiated claims regarding products or services of any products offered by Zestal, except those contained in official Zestal literature.
 - (vii) not use official Zestal material to promote the Zestal business opportunity in any country where Zestal is not duly authorized to conduct business.

11.2 Sales Requirements Are Governed by the Compensation Plan

- a) The Zestal program is built on sales to the ultimate consumer or end-user. Zestal encourages its Brand Partners or Influencers to only purchase inventory, in reasonable quantities, that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Brand Partner or Influencers must never attempt to influence any other Brand Partner or Influencers to buy more products than they can reasonably use or sell to retail Customers in a month.
- b) Each Zestal Brand Partner or Influencer commits to personally use, sell, or use in business building at least seventy percent (70%) of every order placed with Zestal prior to placing another order and must be able to certify as much if demanded by Zestal or by any regulatory agency. Purchasing product solely for the purpose of collecting bonuses or achieving rank is strictly prohibited. Zestal 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.

12.0 PROPRIETARY INFORMATION & TRADE SECRETS

12.1 Reports

- a) By agreeing to the Zestal Brand Partner or Influencer Agreement, the Brand Partner or Influencer acknowledges that business reports, lists of Customer and Brand Partner or Influencer names and contact information, and any other information, that contains financial, scientific, or other information both written or otherwise circulated by Zestal or pertaining to the business of Zestal (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Zestal.

12.2 Obligation of Confidentiality

- a) During the term of the Zestal Brand Partner or Influencer Agreement and for a period of two (2) years after the termination or expiration of the Brand Partner or Influencer Agreement between the Brand Partner or Influencer and Zestal, the Brand Partner or Influencer shall not:
 - (i) Use the information in the Reports to compete with Zestal or for any purpose other than promoting his or her Zestal business;
 - (ii) Use or disclose to any person or entity any confidential information contained in the reports, including disclosure or use to replicate or attempt to replicate the Brand Partner or Influencers' Upline and/or downline Organization genealogy in another network marketing company.

12.3 Breach and Remedies

- a) The Brand Partner or Influencer acknowledges that the Reports and other confidential and proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Zestal and to independent Zestal businesses. Zestal and its Brand Partners or Influencers will be entitled to injunctive relief and/or to recover damages against any Brand Partner or Influencer who violates his or her obligations in section 12.2 in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs, and expenses in addition to any award of damages.

12.4 Return of Materials

- a) Upon demand by Zestal, any current or former Brand Partner or Influencer will return the original and all copies of all Reports to Zestal together with any Zestal confidential information in such person's possession.

13.0 PRIVACY POLICY

13.1 Introduction

- a) This Privacy Policy is to ensure that all Customers, Brand Partners or Influencers understand and adhere to the basic principles of confidentiality. Without limiting the terms of this section, all Brand Partners or Influencers must comply with applicable privacy laws governing the collection, use, and disclosure of Customer and fellow Brand Partner or Influencer information.

13.2 Expectation of Privacy

- a) Zestal recognizes and respects the importance its Customers, Brand Partners, or Influencers place on the privacy of their financial and personal information. Zestal will make reasonable efforts to safeguard the privacy of and maintain the confidentiality of its Customers', Brand Partners', or Influencers' financial and account information and nonpublic personal information.
- b) By entering into the Brand Partner or Influencer Agreement, a Brand Partner, Influencer, or Customer authorizes Zestal to disclose his or her name and contact information to Upline Brand Partners or Influencers solely for activities related to the furtherance of the Zestal

business. A Brand Partner or Influencer hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her downline Organization and conducting the Zestal business.

13.3 Employee Access to Information

- a) Zestal limits the number of employees who have access to Customers', Brand Partners', or Influencers' nonpublic personal information.

13.4 Restrictions on the Disclosure of Account Information

- a) Zestal will not share non-public personal information or financial information about current or former Customers, Brand Partners, or Influencers with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Brand Partner or Influencer's interests or to enforce its rights or obligations under the Brand Partner or Influencer Agreement or with written permission from the account holder on file.

14.0 PRODUCT INSPECTION, QUALITY CONTROLS, ADVERTISING, PROMOTIONAL MATERIAL, USE OF ZESTAL NAMES AND TRADEMARKS

14.1 Inspection, Product Care, and Quality Controls

- a) Promptly upon receipt, Brand Partners or Influencers shall inspect Zestal products and their packaging for damage, broken seals, evidence of tampering, or other product defects. If a product is defective or damaged, Brand Partners or Influencers shall not sell the product and must report the defect or damage to Zestal. Brand Partners or Influencers may return products that are damaged or otherwise defective within thirty (30) days of receipt for a full refund or replacement.
- b) Brand Partners or Influencers must comply with all instructions provided by Zestal regarding the proper care, storage, and handling of Zestal products. Additionally, Brand Partners or Influencers shall store all Zestal products in a dry place at room temperature, away from direct sunlight. Members shall also regularly inspect inventory for products that are expired or that will expire within sixty (60) days and shall not sell any such products.
- c) If Zestal discovers that a Brand Partner or Influencer is not properly inspecting products upon receipt, not properly storing and caring for Zestal products, and/or selling products that are damaged or otherwise defective, Zestal will investigate the Brand Partner or Influencer and take remedial and disciplinary action up to and including involuntary termination of the offending Brand Partner or Influencer's Zestal Account.

14.2 Labeling, Packaging, and Displaying Products

- a) A Zestal Brand Partner, Influencer, and/or Customer may not re-label, re-package, refill, or alter labels of any Zestal product, or service, information, materials, or program(s) in any way. Zestal products must only be sold in their original containers from Zestal. Such re-labeling or re-packaging violates federal law, which may result in criminal or civil penalties or liability.
- b) A Zestal Brand Partner or Influencer shall not cause any Zestal product or service or any Zestal trade name to be sold or displayed in retail establishments except:

- (i) Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas, and beauty salons);
 - (ii) Where the retail establishment is owned or managed by the Zestal Brand Partner or Influencer and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- c) A Brand Partner or Influencer may sell Zestal products and services and display the Zestal trade name at any appropriate display booth (such as trade shows, expositions, conferences, etc.) with the express written consent of Zestal.
 - d) A Brand Partner, Influencer, or Customer is prohibited to sell Zestal products and services and display the Zestal trade name, trademark, or service mark at any kiosk or booth located in any retail establishment, such as a mall or retail facility.
 - e) Zestal reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Zestal opportunity.

14.3 Use of Zestal Names and Protected Materials

- a) A Zestal Brand Partner or Influencer must safeguard and promote the good reputation of Zestal and the products and services it markets. The marketing and promotion of Zestal, the Zestal business opportunity, the Compensation Plan, and Zestal products and services will be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct and practices.
- b) All promotional materials supplied or created by Zestal must be used in their original form and cannot be changed, amended, or altered, except with prior written approval from the Zestal Compliance Department.
- c) The name of Zestal, each of its product and service names, and other names that have been adopted by Zestal, in connection with its business are proprietary trade names, trademarks, and service marks of Zestal. As such, these marks are of great value to Zestal and are supplied to Brand Partners or Influencers for their use only in an expressly authorized manner.
- d) A Zestal Brand Partner or Influencer's use of the name "Zestal" is restricted to protect Zestal proprietary rights, ensuring that the Zestal-protected names will not be lost or compromised by unauthorized use. Use of the Zestal name on any item not produced by Zestal is prohibited except as follows:
 - (i) [Brand Partner or Influencer's name] Independent Zestal Brand Partner or Influencer.
 - (ii) [Brand Partner or Influencer's name] Independent Brand Partner or Influencer of Zestal products and services.
- e) Further procedures relating to the use of the Zestal name are as follows:

- (i) All stationery (i.e., letterhead, envelopes, and business cards) bearing the Zestal name or logo intended for use by the Zestal Brand Partner or Influencer must be submitted via email to the Zestal Compliance Department for approval. Submit to; compliance@zestal.com.
 - (ii) Zestal Brand Partner or Influencer may list "Independent Zestal Brand Partner or Influencer" in the white pages of the telephone directory under his or her own name.
 - (iii) Zestal Brand Partners or Influencers may not use the name Zestal in answering his or her telephone, creating a voice message, or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent Brand Partner or Influencer."
- f) Certain photos and graphic images used by Zestal in its advertising, packaging, and websites are the results of paid contracts with outside vendors that do not extend to Brand Partners or Influencers. If a Brand Partner or Influencer wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
 - g) A Zestal Brand Partner or Influencer shall not appear on or make use of television or radio or make use of any other media to promote or discuss Zestal or its programs, products, or services without prior written permission from the Zestal Compliance Department.
 - h) A Brand Partner or Influencer may not produce for sale or distribution any Zestal event or speech, nor may a Brand Partner or Influencer reproduce Zestal audio or video clips for sale or for personal use without prior written permission from the Zestal Compliance Department.
 - i) Zestal reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Brand Partner or Influencer.
 - j) A Brand Partner or Influencer shall not promote non-Zestal products or services in conjunction with Zestal products or services on the same social media site or same advertisement without prior approval from the Zestal Compliance Department.
 - k) Claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by Zestal may not be made except those contained in official Zestal literature. In particular, no Brand Partner or Influencer may make any claim that Zestal 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 unsubstantiated claims violate Zestal policies, but they also potentially violate federal and provincial laws and regulations.
 - l) A Brand Partner, Influencer, and/or Customer may not make any unsubstantiated claims regarding products or services of any products offered by Zestal, except those contained in official Zestal literature.

14.4 Faxes and E-mail - Limitations

- a) Except as provided in this section, a Brand Partner or Influencer may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages, or “spamming” that advertises or promotes the operation of his or her Zestal business. The exceptions are:
 - (i) E-mailing any person who has given prior permission or invitation;
 - (ii) E-mailing any person with whom the Brand Partner or Influencer has established a current business or personal relationship.
- b) In all states or the U.S. or International territories where prohibited by law, a Brand Partner or Influencer may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer, or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- c) All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
 - (i) A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
 - (ii) A clear return path or routing information;
 - (iii) The use of legal and proper domain name;
 - (iv) A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
 - (v) Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
 - (vi) The true and correct name of the sender, valid sender’s fax or e-mail address, and a valid sender physical address;
 - (vii) The date and time of the transmission; and
 - (viii) Upon notification by the recipient of his or her request not to receive further faxed or e-mailed documents, a Zestal Brand Partner or Influencer shall not transmit any further documents to that recipient.
- d) All e-mail or computer-broadcasted documents subject to this provision shall not include any of the following:
 - (i) Use of any third-party domain name without permission; and
 - (ii) Sexually explicit materials.

14.5 Internet and Third-Party Website Restrictions

- a) A Brand Partner, Influencer, and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell, or advertise their Zestal business without Zestal's express written approval. A Brand Partner, Influencer, and/or Customer is prohibited to use or attempt to register any of Zestal's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Zestal name, or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.
- b) A Zestal Brand Partner or Influencer and/or Customer may not (directly or indirectly through any intermediary or instrumentality) advertise, offer for sale, or facilitate the offering for sale of any Zestal products or services or offer the Business Opportunity on any online auction websites, internet retailer sites, or online marketplace websites. Examples of such sites include but are not limited to, eBay®, Amazon, Facebook Marketplace, Sears.com, Jet.com, Walmart.com, and Etsy. This obligation survives the termination of a Brand Partner or Influencer's Agreement with Zestal.
- c) Social Media sites may be used to sell or offer to sell Zestal products or services. PROFILES AN BRAND PARTNER OR INFLUENCER GENERATES IN ANY SOCIAL COMMUNITY WHERE ZESTAL IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE BRAND PARTNER OR INFLUENCER AS AN INDEPENDENT ZESTAL BRAND PARTNER OR INFLUENCER, and when a Brand Partner or Influencer and/or Customer participates in those communities, Brand Partner or Influencers and/or Customers must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Zestal's sole discretion, and the offending Brand Partner, or Influencer, and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Zestal-approved library, official Zestal website, or social media outlet. If a link is provided, it must link to the posting Brand Partner or Influencer's Replicated website.
- d) Anonymous postings or use of an alias on any Social Media site is prohibited, and the offending Brand Partners or Influencers will be subject to disciplinary action.
- e) Brand Partners, Influencers, and/or Customers may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Brand Partners, Influencers, or Customers create or leave must be useful, unique, relevant, and specific to the blog's article.
- f) Brand Partner or Influencers and/or Customers must disclose their full name on all Social Media postings and conspicuously identify themselves as an Independent Zestal Brand Partner or Influencer for Zestal. Anonymous postings or the use of an alias is prohibited.
- g) Postings that are false, misleading, or deceptive are prohibited. This includes but is not limited to, false or deceptive postings relating to the Zestal business opportunity or income therewith, Zestal's products and services, and/or your biographic information and credentials.
- h) Brand Partners, Influencers, and/or Customers are personally responsible for their postings and all other online activity that relates to Zestal. Therefore, even if a Brand Partner or Influencer does not own or operate a blog or Social Media site if a Brand Partner or Influencer and/or Customer posts to any such site that relates to Zestal or which can be

traced to Zestal, the Brand Partner or Influencer is responsible for the posting. The Brand Partner or Influencer and/or Customer are also responsible for postings that occur on any blog or Social Media site that the Brand Partner or Influencer and/or Customer owns, operates, or controls.

- i) As a Zestal Brand Partner or Influencer, it is important to not converse with any person who places a negative post against you, other Brand Partner or Influencers, or Zestal. Report negative posts to Zestal at support@zestal.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge who does not hold themselves to the same high standards as Zestal, and therefore damages the reputation and goodwill of Zestal.
- j) The distinction between a Social Media site and a website may not be clear-cut because some Social Media sites are particularly robust, Zestal, therefore, reserves the sole and exclusive right to classify certain Social Media sites as third-party websites which are herein prohibited.
- k) If your Zestal business is canceled for any reason, you must discontinue using the Zestal name, and all of Zestal's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent Zestal Brand Partner or Influencer, you must conspicuously disclose that you are no longer an Independent Zestal Brand Partner or Influencer.
- l) Failure to comply with these Policies for conducting business online may result in the Brand Partner or Influencer losing their right to advertise and market Zestal products, services, and Zestal's business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.
- m) Brand Partners and Influencers are prohibited from selling Zestal products to individuals or entities that they know or should know, intend to resell the products. Brand Partners or Influencers must sell Zestal products only to end-user Customers, and Brand Partners or Influencers shall not sell to any person any quantity of Zestal products greater than that generally purchased by an individual for personal use. Brand Partners or Influencers must take reasonable steps to ensure that they do not violate these prohibitions.

14.6 Advertising and Promotional Materials

- a) You may not advertise any Zestal products or services at a price LESS than the highest Zestal published, established retail price of ONE offering of the Zestal product or service plus shipping, handling, 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 Zestal.
- b) Advertising and all forms of communication must adhere to principles of honesty and propriety.
- c) All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., is subject to prior written approval by the Zestal Compliance Department.

- d) All requests for approvals with respect to advertising must be directed in writing to the Zestal Compliance Department.
- e) Zestal reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Brand Partner or Influencer.

14.7 Testimonial Permission

- a) By agreeing to the Zestal Brand Partner or Influencer Agreement, a Brand Partner or Influencer gives Zestal permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio, and video. In consideration of being allowed to participate in the Zestal business opportunity, a Brand Partner or Influencer waives any right to be compensated for the use of his or her testimonial or image and likeness even though Zestal may be paid for items or sales materials containing such image and likeness and represents that any testimonial represents Brand Partner or Influencer's current, original, honest opinion, thoughts, beliefs, findings or experiences, based on Brand Partner or Influencer's actual experience with Zestal and any stated use of Zestal products and/or services, and agrees to notify Brand Partner or Influencer immediately of any changes in the views expressed in the testimonial. In some cases, a Brand Partner or Influencer's testimonial may appear in another Brand Partner or Influencer's advertising materials. If a Brand Partner or Influencer does not wish to participate in Zestal sales and marketing materials, he or she should provide a written notice to the Zestal Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

14.8 Telemarketing - Limitations

- a) A Zestal Brand Partner or Influencer must not engage in telemarketing in relation to the operation of the Brand Partner or Influencer's Zestal business. The term "telemarketing" means the placing of one or more telephone calls, text messages, emails, or facsimile transmissions to an individual or entity to induce the purchase of Zestal products or services or to recruit them for the Zestal opportunity.
- b) The federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on the national "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future.
- c) While a Brand Partner or Influencer may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Brand Partner or Influencer to violate the law. These regulations must not be taken lightly, as they carry significant penalties.

- d) “Cold calls” or unsolicited calls/texts/emails/faxes made to prospective Customers, Brand Partners, or Influencers in order to promote Zestal products, services, or the Zestal business opportunity are considered telemarketing and are prohibited.
- e) Exceptions to Telemarketing Regulations. A Zestal Brand Partner or Influencer may place telephone calls or faxes to prospective Customers, Brand Partners, or Influencers under the following limited situations:
 - (i) If the Brand Partner or Influencer has an established current business relationship with the prospect;
 - (ii) In response to the prospect’s personal inquiry or application regarding a product or service offered by the Zestal Brand Partner or Influencer, within 3 months immediately before the date of such a call/fax;
 - (iii) If the Brand Partner or Influencer receives written and signed permission from the prospect authorizing the Brand Partner or Influencer to call/fax;
 - (iv) If the call/fax is to family members, personal friends, and acquaintances. However, if a Brand Partner or Influencer makes a habit of collecting business cards from everyone, he/she meets and subsequently calls/faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption; and
 - (v) Zestal Brand Partners or Influencers engaged in calling “acquaintances,” must make such calls/faxes on an occasional basis only and not as a routine practice.
- f) A Brand Partner or Influencer shall not use automatic telephone dialing systems in the operation of his or her Zestal businesses.
- g) Failure to abide by Zestal’s policies or federal regulations regarding telemarketing may lead to sanctions against the Brand Partner or Influencer, up to and including termination of the Brand Partner or Influencer’s Zestal Account.
- h) By enrolling as a Brand Partner or Influencer, or by accepting commissions, other payments, or awards from Zestal, a Brand Partner or Influencer gives permission to Zestal and other Brand Partner or Influencers to contact them as permitted under the Federal Do Not Call regulations.
- i) In the event a Brand Partner or Influencer violates this section, Zestal reserves the right to institute legal proceedings to obtain monetary or equitable relief.

15.0 INTERNATIONAL MARKETING

15.1 International Marketing Policy

- a) A Zestal Brand Partner or Influencer is authorized to sell Zestal products and services, to Customers, Brand Partners, or Influencers only in the countries in which Zestal is authorized to conduct business, according to the Policies and Procedures of each country. Zestal Brand Partners or Influencers may not sell products or services in any country where

Zestal products and services have not received applicable government authorization or approval.

- b) A Brand Partner or Influencer may not, in any unauthorized country, conduct sales, enrollment, or training meetings, enroll or attempt to enroll potential Customers, Brand Partner, or Influencers, nor conduct any other activity for the purpose of selling Zestal products and services, establishing a sales organization, or promoting the Zestal business opportunity.

16.0 SMART SHIP CANCELLATION

- a) To cancel or modify your SMART SHIP at any time you may email support@zestal.com. You can also modify or cancel your order at any time through your portal at www.zestalnw.com. By selecting the "SMART SHIP" option on the website, you are giving Zestal authorization to enroll you in the automatic shipping program. Zestal will ship your product directly to you. You are also authorizing Zestal to charge your credit card for the products you have ordered on a monthly basis without further warning or notification from Zestal. You may cancel at any time without penalty by emailing support@zestal.com. All SMART SHIP cancellations must be performed or delivered to Zestal within three (3) business days prior to your next shipment to guarantee cancellation of that shipment.

17.0 SHIPPING POLICY

- a) All orders are processed within 2-3 business days.
- b) Orders are not shipped or delivered on weekends or holidays.
- c) If Zestal is experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.
- d) Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.
- e) Zestal is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.
- f) Please save all packaging material and damaged goods before filing a claim.

GLOSSARY OF TERMS

The terms listed below shall have the following meaning throughout these Policies and Procedures regardless of whether they are capitalized.

ACCOUNT: The secure and proprietary back-office associated with each Brand Partner or Influencer's Zestal business and unique User ID where a Brand Partner or Influencer can access the Brand Partner or Influencer Agreement, the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

ACTIVE BRAND PARTNER OR INFLUENCER: A Brand Partner or Influencer who is in good standing with respect to the Brand Partner or Influencer Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

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

COMPETING PRODUCT(S): Any program, product, or service offered by another network marketing/direct sales company with characteristics, functions, benefits, or ingredients similar to those offered by Zestal, regardless of differences in cost, quality, or other distinguishing factors.

CUSTOMER: Any person who purchases Zestal products and does not enroll as a Zestal Brand Partner or Influencer.

BRAND PARTNER OR INFLUENCER AGREEMENT: The most current version of the following along with any addendums or exhibits thereto: (i) Zestal Policies and Procedures; and (ii) Zestal Compensation Plan.

BRAND PARTNER OR INFLUENCER: An individual or entity who actively promotes, markets, and sells Zestal products for profit and who actively seeks and Recruits others to do the same in accordance with the Brand Partner or Influencer Agreement.

FAMILY UNIT: Parents or dependent children living at or doing business at the same address as a Brand Partner or Influencer.

LINE OF SPONSORSHIP (LOS): A report generated by Zestal that provides critical data relating to the identities of Brand Partners or Influencers, sales information, and enrollment activity of each Brand Partner or Influencer's Organization. This report contains propriety, confidential, and trade secret information.

ORGANIZATION OR DOWNLINE: The Customers, Brand Partners, or Influencers placed below a particular Brand Partner or Influencer.

OFFICIAL ZESTAL MATERIAL: Literature, audio or video recordings, photographs, intellectual property, and/or any other materials developed, printed, published, or distributed by Zestal to Brand Partner or Influencers and/or Customers.

PLACEMENT: A Brand Partner or Influencer's position inside his or her Sponsor's organization.

RECRUIT, RECRUITMENT & RECRUITING: Actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Brand Partner or Influencer or Customer to enroll or participate in any direct sales or network marketing opportunity. Recruitment includes but is not limited to messaging, posting,

friending, or otherwise contacting known Brand Partners, Influencers, and/or Customers of Zestal on social media (e.g., Facebook, Instagram, etc.) to discuss another direct sales or network marketing opportunity. The conduct described in this paragraph is Recruitment even if the Brand Partner or Influencer's actions are in response to an inquiry made by another Brand Partner, Influencer, or Customer

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 have 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 Zestal 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: A Brand Partner or Influencer who enrolls a Customer or other Brand Partners or Influencers into Zestal and is listed as the Sponsor.

SPOUSE: An individual that is legally married to a Brand Partner or Influencer or an individual that is a party to a legally recognized common-law relationship with a Brand Partner or Influencer.

UPLINE: This term refers to the Brand Partner or Influencer(s) above a particular Brand Partner or Influencer in a Sponsorship line up to the Company. It is the line of Sponsors that links any particular Brand Partner or Influencer to Zestal.

WALLET: A secure feature in the back-office software that maintains a Brand Partner or Influencer's commissions and bonuses.

ADDENDUM 1
INCOME DISCLOSURE
STATEMENT

INCOME DISCLOSURE STATEMENT

The Zestal Compensation Plan is an exciting opportunity that rewards you for selling products and services and sponsoring other participants who do the same. Although the opportunity is unlimited, individual results will vary depending on commitment levels and sales skills of each participant. Since Zestal has recently launched, it lacks enough statistical data to prepare reliable income disclosures. There will be certain participants who will earn less while others will earn much more. We're excited about the Zestal Compensation Plan and we're confident it will provide you with a solid foundation to help you achieve your financial goals. As with all endeavors, hard work and the time you dedicate impact outcomes.

If income projections were presented to you prior to your enrollment, such projections are not necessarily representative of the income, if any, that you can earn through your participation in the Compensation Plan. These income projections should not be considered as guarantees or projections of your actual earnings or profits. Success with Zestal results only from hard work, dedication, and leadership.