

Wink Naturals Seller Agreement

Section 1. Introductions

This Wink Naturals Seller Agreement has been created to outline the rules, regulations, standards, and expectations between Wink Naturals and its independent distributors (“Sellers”). This Seller Agreement constitute the entire agreement (“Contract”) between Wink Naturals (“Company”) and the Seller. The Contract or any part thereof may be amended by the Company in accordance with the provisions herein.

A Seller’s failure to comply with the provisions of this Agreement or any of the referenced documents comprising the Contract between the Company and a Seller may, in the sole discretion of the Company, result in any or all of the following: termination of the Distributorship of the Seller, loss of the right to enroll other Sellers, loss of the right to receive a Bonus, loss of formal recognition by the Company, and suspension or termination of other rights and privileges.

- A. Wink Naturals Company Mission: To impact and strengthen families by creating products that are useful to mothers while providing a best-in-class business opportunity. We carry out this mission by:
 - 1. Discovering and developing the world’s highest-quality, natural products through a leveraged network of highly-educated and experienced product development partners, health scientists, and health care professionals;
 - 2. Producing our products to the highest standard of quality, purity, and safety used in the industry;
 - 3. Distributing our products through our Sellers who, working from home, introduce, educate, and sell Wink Naturals products;
 - 4. Providing educational opportunities for all people interested in learning how Wink Naturals products can be used to make life easier for Moms and children;
 - 5. Providing the best opportunity for success by providing training, education and resources for our Sellers.

- B. Wink Naturals Company Values: Wink Naturals will conduct business in such a way as to be a positive influence for good with each person, customer, Seller, employee, vendor, and partner with whom it comes in contact, by:
 - 1. Conducting our business with absolute honesty and integrity;
 - 2. Treating all people with kindness and respect;
 - 3. Conducting our interactions with others in a spirit of service and caring;
 - 4. Working hard and managing the use of company resources wisely;
 - 5. Fostering an uplifting work environment by smiling, laughing, and having fun;
 - 6. Being grateful for success and giving recognition to others;
 - 7. Being generous with those less fortunate in our community and around the world.

Section 2. Definitions

Active: A Seller who has reached 75 PSV in the past rolling 90 days window looking back from the end of the most recently completed commission period. Or a new Seller who is within their Fast Start Period which is the month they enrolled and the following two months.

Bonus: Compensation (sometimes called “commissions”) paid by the Company to a Seller based on the volume of products sold by a Seller’s organization upon meeting the requirements of the Wink Naturals Compensation Plan. See, Section 10.

Corporate Revenue: Corporate Revenue is the total amount of Volume generated by efforts of Wink Naturals LLC and all Sellers currently doing business with Wink Naturals, including the Seller’s own purchases, purchases by Preferred Customers, and purchases by Retail Customers.

Commissionable Volume (CV): The amount of volume earned on an order that determines the Seller’s Weekly and Monthly Commissions. This amount is set on an item-specific basis and the Company reserves the right to make changes to a product or campaign’s CV as needed. The standard CV is \$1 in retail sales = \$1 CV. Wholesale Bundles purchased placed by Sellers will have 50% CV rather than 100%.

Company: Company or “Wink Naturals” means Wink Naturals, LLC.

Contract: The agreement between a Seller and the Company comprised in this Seller Agreement.

Corporation: Any business entity such as a corporation, partnership, limited liability company, or other forms of business organization legally formed under the laws of the state in which it was organized.

Customer: The term “Customer” includes Preferred Customers and Retail Customers.

Distributorship: The term Distributorship is another term for the business of any Seller, as represented by a Seller’s contractual relationship with the Company.

Downline: Another term for Organization.

Enrollee: An Enrollee is a Seller who was enrolled by an Enroller.

Enroller (Sponsor): Enroller is a designation that entitles a Seller to qualify for Ranks and Fast Start Bonuses in the Compensation Plan. An Enroller can also be the Sponsor (compare, Sponsor).

Group Volume (GV): The Personal Sales Volume of a Seller plus the Personal Sales Volume of all other Sellers, Preferred Customers, and Retail Customers in the Seller’s Organization.

Inactive: A Seller who has not maintained 75 PSV in the past rolling 90 days from the end of the last complete commission period, and is not within their Fast Start Period.

Local Market: A single country or grouping of countries that the Company designates.

Loyalty Points (Product Credit): Loyalty Points are non-cash redeemable product credits that can be used to purchase Wink Naturals products. Loyalty Points are granted as part of the Loyalty Rewards Program, through the Rank Advancement Bonus, and in the discretion of the Company for deserving Sellers and Customers. No Personal Sales Volume, Group Volume, or Commissionable Volume is associated with the amount of an order that is paid with Points.

Loyalty Rewards Program: The Loyalty Rewards Program is a reward program wherein a Preferred Customer can set up Subscriptions of Wink Naturals products, and which may qualify

a Preferred Customer to receive Loyalty Points and provide other benefits to the Seller in the Sales Compensation Plan (see, Section 10.B.7). Sellers may not participate in the Loyalty Rewards Program, but they can opt into monthly subscription shipments.

Seller: A Person who is an independent contractor authorized by the Company to purchase and retail products to Customers, recruit other Sellers, and receive Bonuses in accordance with the requirements of the Compensation Plan. A Seller's relationship to the Company is governed by the Contract.

Seller Agreement: Another term for Contract

Open Local Market: A country or geographical region designated in writing by the Company as officially open for Wink Naturals business.

Organization (Downline): The group of Sellers sponsored in a Seller's direct and subsequent downline chain of sponsorship.

Person: An individual, Corporation, partnership, or other legal entity.

Personal Sales Volume (PSV): The volume of products purchased by a Seller in one calendar month, primarily for resale to customers or personal consumption of the Seller. PSV also includes volume from the orders of their Personally Enrolled Customers. Not all products qualify for PSV. PSV does not include the total of an order that is paid for with Loyalty Points. The PSV of a product is clearly delineated on the product description page.

Preferred Customer: A Preferred Customer is a Person who purchases products at a discount on a subscription. A Preferred Customer does not earn bonuses through the Wink Naturals Compensation Plan. A Preferred Customer, however, may earn Loyalty Points on products through Wink Naturals' Loyalty Reward Program.

Preferred Customer Subscriptions. Preferred Customers can enroll to receive monthly deliveries of Wink Naturals products by creating a Preferred Subscription. Creating a Preferred Subscription eliminates the inconvenience of manually placing orders monthly and includes a discount and free shipping on Preferred Subscription orders. Preferred Customers may modify or cancel Subscriptions at any time using the online portal or calling Wink Naturals' Corporate office and speaking with a Customer Service Representative.

Product Claims: Claims related to the efficacy or effect of Wink Naturals products. Product claims are regulated by federal, state, or local governments in which the Seller does business, including the Food and Drug Administration, Federal Trade Commission, or similar governmental agencies in the jurisdiction of the Seller.

Qualified Preferred Customer (QPC) Orders: A Qualified Preferred Customer Order is a single order greater than or equal to 50 PSV in the qualifying month for a Preferred Customer. All QPC Orders must be paid for by credit card in the name of the Preferred Customer listed on the account and must be shipped to the primary address listed on the account. A QPC Order that is returned will result in recoupment of the unearned but previously paid Loyalty Points earned.

Qualified Team (Qualified Leg): To achieve certain Ranks, a Seller must have Qualified Legs on the Seller's PE Downline. For example, a Seller wishing to attain the Rank of Silver is required to have three Executive Qualified Legs.

Ranks: Designations (levels) earned by and given to Sellers in the Company's Compensation Plan structure, including Seller, Manager, Director, Executive, Elite, Silver, Gold, Ruby, Platinum, and Presidential. Ranks are earned and determined each month.

Sales Aid: Any material, whether physically printed or in digital form, used in the offer or sale of Company products, recruitment of prospective Sellers, or training of Sellers, which makes reference to the Company, the Company products, the Compensation Plan, or Wink Naturals Intellectual Property.

Enroller/Sponsor: A Seller who has another Seller placed directly underneath her in their Organization (compare, Enroller).

Team: A Team is made up of a Sponsor, and those Sellers, Retail Customers, and Preferred Customers who are organizationally on the first level of the Placement Sponsor's Organization

Wink Naturals Intellectual Property: Wink Naturals Intellectual Property means all intellectual property which Wink Naturals, LLC or an affiliated company claims to own, or claims a right to use, including but not limited to trademarks, trade names, service marks, and content of its publications, whether registered with relevant governmental authorities or not.

Section 3. Code of Ethics/Code of Conduct

Wink Naturals expects and requires its independent sales force to conduct themselves in accordance with the highest standards of ethical behavior. Wink Naturals Sellers are expected to practice the following ethical behavior when introducing people to and representing the Company and its products. Violations of the Code of Ethics may subject the Seller to disciplinary action by the Company depending on the materiality of the violation. The following guidelines help ensure a uniform standard of excellence throughout the Wink Naturals organization. All Sellers should:

- A. Be respectful of every person while conducting Wink Naturals related business.
- B. Conduct themselves and their business activities in an ethical, moral, legal and financially honest manner. Sellers should not engage in activities and behavior that would bring disrespect or embarrassment to Wink Naturals, its corporate officers, employees, themselves, or other Sellers.
- C. Refrain from making negative or disparaging statements about Wink Naturals, other companies, their employees, or their products.
- D. Refrain from making negative or disparaging statements about and to other Wink Naturals' Sellers.
- E. Be truthful in representations of Wink Naturals products. Do not make diagnostic, therapeutic, curative, or exaggerated claims.
- F. Give support and encouragement to customers to ensure that their experience with Wink Naturals is meaningful and rewarding. Sellers should provide proper support and training to those they sponsor and who are in their Organization.
- G. Accurately teach and represent the Wink Naturals Sales Compensation Plan. Be honest in explaining the income one may earn under the Sales Compensation Plan. Sellers should not use their own income as an indication of other's potential success or use compensation checks as marketing materials.
- H. Abide by all of Wink Naturals policies and procedures as they are currently found in this Seller Agreement and any other Corporate documents as they may be amended in the future.

Section 4. Becoming a Seller

The Seller and Customer relationships are the most valuable relationships at Wink Naturals. The Company takes great pleasure in teaming up with Sellers to present and offer our life-changing products and opportunity.

To become a Wink Naturals Seller, each applicant must:

- A. Purchase a Starter Kit (residents of North Dakota may choose not to purchase a starter kit).
- B. Sign-up with Wink Naturals online or submit a properly completed Seller Agreement Form to the Company within 30 days from the date of the Agreement.
- C. Be of legal age in hers or her state of residence and be competent to enter into the Agreement; have and provide a valid tax identification number (Sellers only).
- D. Preferred Customers Who Wish to Become Sellers. A Preferred Customer may become a Seller by signing a Seller Agreement and by completing the signup requirements.
- E. Acceptance or Rejection of Seller Applications. Wink Naturals reserves the right, in its sole discretion, to approve or decline submitted Sellers Application or online sign-up.
- F. Inaccurate Applications. An incomplete, incorrect, or fraudulent form will be deemed invalid from its inception.
- G. Duty to Maintain Accurate Information. To help ensure that the Company has the most current information, Sellers must advise the Company of changes to the submitted forms and attachments.
- H. The term of Contract and Contract Renewal. The term of the Contract is one year from the date it is submitted to Wink Naturals. Unless the Seller notifies the Company of their intent not to renew, or unless the Contract is terminated by the Company, the Contract is automatically renewed each year on its annual anniversary date for \$0.00 without any additional fees. As a Company, Wink Naturals does not currently impose any fees to maintain a Distributor account. If any adjustments are made to this policy an announcement will be made available at least 90 days prior to any effective change.
- I. Simultaneous Interests in Distributorships Prohibited. A Seller may not have a simultaneous beneficial interest or simultaneously own a beneficial interest in a Preferred Customer account. Beneficial interest includes, but is not limited to, any ownership interest; any rights to present or future benefits, financial or otherwise; rights to purchase at wholesale prices; recognition; or other tangible or intangible benefits associated with a Distributorship or Preferred Customer. Married spouses must be part of the same Distributorship, and cannot have more than one Distributorship between them, or own a beneficial interest in a Preferred Customer account. A business owner cannot have a Distributorship in the name of the business and a separate Distributorship in the owner's own name or have a beneficial interest in a Preferred Customer account, or another business.
- J. Independent Contractor Relationship Between Seller and the Company. A Seller is an independent contractor and not an employee, agent, partner, legal representative or franchisee of Wink Naturals. A Seller is not authorized to and will not incur any debt, expense or obligation, or open any checking account on behalf of, for, or in the name of Wink Naturals. Sellers control the manner and means by which they operate their

Wink Naturals businesses, subject to compliance with the Contract. Sellers are solely responsible for paying all expenses they incur, including but not limited to travel, food, lodging, secretarial, office, long distance telephone, and other expenses. Sellers are not treated as employees of the Company for federal or state tax purposes and acknowledge and agree that the Company is not responsible for withholding and shall not withhold or deduct from bonuses and commissions FICA, or taxes of any kind unless such withholding becomes legally required. Sellers are bound by all sales tax collection and remittance agreements between the Company, all appropriate taxing jurisdictions, and all related rules and procedures.

- K. Company Recognition. The Company may choose to recognize Sellers at selected events and in various publications including conventions and magazines. Recognition will be based on criteria and standards adopted and changed, from time to time, by the Company.
- L. Georgia Residents. Georgia State law requires that a multilevel distribution company shall make available certain disclosures regarding the company prior to obtaining participants. Attached as Exhibit A to the Seller Agreement is your official notice that you have the right to request to see these disclosures prior to entering any agreement with a multilevel distribution company.

Section 5. Purchasing Products

- A. No Requirement to Purchase Products. A Person is not required to purchase any product besides the starter kit in order to be a Wink Naturals Seller or Customer.
- B. Authorization to Resell Wink Naturals Products. Only Sellers may purchase Wink Naturals products for resale.
- C. Purchasing Product Solely to Qualify for Bonuses is Prohibited. The Wink Naturals opportunity is built on retail sales to the ultimate consumer. The Company encourages Sellers to only purchase inventory that the Seller and the Seller's family will personally consume, use as a sales tool, or that will be resold to others for their ultimate consumption. Purchasing product solely for the purpose of collecting Bonuses is prohibited. Sellers are not allowed to purchase inventory in an amount which unreasonably exceeds that which can be expected to be resold, used as a sales tool, or consumed within a reasonable period of time. The Company retains the right to limit the number of purchases the Seller may make if, in its sole judgment, it believes those purchases are being made primarily for qualification purposes instead of for consumption or resale. In addition, the Company reserves the right to recover Bonuses paid if it is discovered by the Company that the Bonuses have been generated on what the Company deems to be sales in violation of the Contract.
- D. Repackaging Prohibited. Sellers may not print their own labels or repackage Wink Naturals products. Products are to be sold in their original packaging only. For instance, Sellers may not resell individual parts of a product. Similarly, Sellers may not advertise the use of Wink Naturals products as ingredients to non-Wink Naturals products, such as components of a separate product or ingredients in supplement or food formulas, without the written consent of the Company. The use of the Wink Naturals name by a Seller is governed by Section 12 of this Seller Agreement.

- E. Credit Card Use. Sellers are strongly discouraged from using their own credit cards to purchase products for a Customer and are prohibited from using their own credit cards to purchase products for another Seller. Sellers may not place a product order using someone else's credit card without the credit card owner's written permission. In those rare circumstances where it is necessary to purchase product for another Seller or Customer, the Company must receive written permission from the Seller for whom the product order is being placed. Failure to produce such permission upon request of the Company may result in cancellation of the sale, forfeiture of commissions resulting from the sale, and other disciplinary action as outlined in Section 19.
- F. Will-Call Orders. The Company will have the option of shipping a placed order to a Seller or Customer if an order has not been picked up at Will-Call within 20 days of placement of an order.

Section 6. Product Return Policy

- A. Returns on Products Within 30 Days. Wink Naturals will refund one hundred percent (100%) of the purchase price (plus applicable tax if prepaid) of Currently Marketable products that are returned by a Seller or Customer within thirty (30) days of purchase from the Company, less shipping costs and paid Bonuses. Wink Naturals will provide Loyalty Points of one hundred percent (100%) of the purchase price (plus applicable tax if prepaid) or a refund of one hundred percent (100%) of the purchase price (plus applicable tax if prepaid) on products not Currently Marketable (see, Section 6.D.) that are returned by a Seller or Customer within (30) days of purchase, less shipping costs and paid Bonuses. A Seller may not return any Wholesale Bundles.
- B. Returns Thirty-one (31) days to Ninety (90) days After Purchase. From thirty-one (31) days and up to ninety (90) days from the date of purchase, Wink Naturals will provide Loyalty Points of one hundred percent (100%) of the purchase price (plus applicable tax if prepaid) on Currently Marketable products that are returned by a Seller or Customer, less shipping costs and paid Bonuses.
- C. Returns From 91 days to One year After Purchase. After 91 days and up to twelve (12) months from the date of purchase, Wink Naturals will provide Loyalty Points of fifty (50%) of the purchase price (plus applicable tax if prepaid) on Currently Marketable products that are returned by a Seller or Customer, less shipping costs and paid Bonuses (excludes limited time offers and expired items).
- D. Currently Marketable. Products and Sales Aids shall be deemed currently marketable if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling have not been altered or damaged; 3) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) the product expiration date has not elapsed; 5) the product contains current Wink Naturals labeling. Products shall not be considered Currently Marketable if the Company discloses prior to purchase that the products are seasonal, discontinued, limited time offers, or special promotion products not subject to the Return Policy.
- E. Return of Damaged or Incorrectly Sent Products. Wink Naturals will exchange products if the returned products were received by the purchaser in damaged condition or were incorrectly sent. Such products must be returned within fifteen (15) days of receipt. Whenever possible, returned products will be replaced with undamaged products.

However, when an exchange is not feasible, the Company reserves the right to issue Loyalty Points for the amount of the exchanged products.

- F. Duty to Retain Sales Order Number. In order for the Company to correctly recoup the applicable Bonuses on returned products, the original sales order number from the invoice must be retained. This number must be provided to the Company at the time the request for a refund is made. A Customer or Seller ID number may also be given to identify the order number.
- G. Kit Returns. Products purchased as part of a kit or package must be returned as the entire kit.
- H. Refund Alternatives. The Company in its discretion may determine the acceptable refund alternatives for product returns, including but not limited to the following: Loyalty Points, bank check, bank transfer, or credit card chargeback, and as outlined herein. The actual form of refund will be based upon payment procedures in the Local Market and the original form of payment. Refunds will only be paid to the original payor.
- I. Return Procedure. To obtain a refund for returned products or Sales Aids, a Seller must comply with these procedures:
 - 1. Approval for the return must be received prior to the return of the shipment to the Company. This approval must be obtained, either by telephone or in writing, and the actual return shipment must be accompanied by the Seller number.
 - 2. The Company will provide the Seller with the correct procedures and location for returning the products or Sales Aids. All return shipping costs must be paid for by the Seller.
 - 3. Products or Sales Aids returned to the Company without prior authorization will not qualify for Loyalty Points or a refund and will be returned to the Seller at the Seller's expense.
 - 4. This return/refund procedure may vary in jurisdictions where different repurchase requirements are imposed by law. Applicable laws may dictate the terms of the refund policy. The Company may charge up to a \$10 fee for shipments that are refused at the time of delivery and returned to the Company.
- J. Company's Right to Recoup Unearned Bonuses. Bonuses are paid to Sellers based on the purchase of Company products by retail customers or by Sellers of their Downline Organization. When products are returned, the Company has the right to recoup the Bonuses that were paid based on the purchase of the products that were returned. The Company may recoup these Bonuses by requiring a Seller to pay the Company directly, or the Company may withhold the amount of the Bonus from future Bonus payments.
- K. Return of Personalized Sales Aids. Personalized Sales Aids are not returnable or refundable, except for personalized Sales Aids with printing errors. Such sales aids must be returned within thirty days and in conformance with the Product Return Policy.
- L. Credit Card Charge Backs. Sellers are required to return products under the Company's product exchange and return policies rather than doing a credit card chargeback.

Section 7. Retail Sales Obligations and Limitations

- A. Three-Day Money Back Guarantee. United States law requires a Seller to offer a three (3) day money-back guarantee to his or her retail customers (Alaska residents have five business days; North Dakota residents age 65 or over have 15 business days). This means that Sellers must, for any reason and upon request, give a full refund of the purchase price to the customer. The customer is required to request the refund within three business days of purchase and return the unused portion of product (Alaska residents have five business days; North Dakota residents age 65 or over have 15 business days). Sellers must give a refund for returned products within ten days of the customer's request.

The Company encourages Sellers to honor a request for a refund or product exchange even if it is made more than three business days after purchase. The Company supports this policy by providing its generous Product Return Policy found in Section 6.

*Montana Residents: A Montana resident may cancel his or her Seller Agreement within 15 days from the date of enrollment, and may return his or her starter kit and any products he/she purchased for a full refund with such time period.

- B. Duty to Provide Sales Receipts. Sellers must provide the customer with two copies of a completed retail sales receipt at the time of the sale. All blanks in the section referring to the three-day Refund Policy on the back of the receipt must be completed.
- 1. The front of the retail sales receipt should be completed and include the items ordered, the amount of sale, and the customer's name, address, and telephone number.*
 - 2. The back of the retail sales receipt should be completed to include the date of the sale, the date of the third business day after the sale, the name of the Seller, business address, and business telephone number.*
 - 3. The first copy is the customer's receipt of the purchase. The customer should sign and date the back of the second copy and return it to the Seller if a refund is requested. The third copy is the Seller's receipt of the purchase. If the customer prefers, a Seller may, at his or her discretion, make a product exchange instead of a refund.*
 - 4. Sellers should keep copies of all retail sales receipts on file for at least six years. Any sales tax collected must be recorded on the retail sales receipt form.*

Section 8. Enrolling or Sponsoring a Seller

- A. Duty to Accept Contractual Responsibilities. Before a Seller may act as an Enroller or Sponsor, the Seller must meet all requirements and accept all responsibilities described in the Contract.
- B. Placement. A Seller may refer persons to the Company as applicants to become Sellers. Upon acceptance by the Company of the Seller Agreement Form, applicants are placed in the Organization of the Enroller listed on the Seller Agreement Form.
- C. Training and Support of Downline. In order to be a successful Enroller or Sponsor, a Seller should assume training and support obligations for Sellers in his or her

Organization. A Seller's success can come only through the systematic sale of Company products and the product sales of other Sellers within his or her Organization.

- D. Open Local Markets. A Seller is entitled to enroll or sponsor other Sellers only in Open Local Markets. See, Section 15.
- E. Becoming a Successful Enroller or Sponsor. To be a successful Enroller or Sponsor and leader, a Seller should perform the following responsibilities:
 - 1. *Give regular sales and organizational training, guidance, and encouragement to the Seller's Organization. An Enroller or Sponsor should maintain contact with everyone in his or her Organization and be available to answer questions;*
 - 2. *Exercise the Seller's best efforts to ensure that all Sellers in the Seller's Organization properly understand and comply with the terms and conditions of the Contract and applicable national and local laws, ordinances, and regulations;*
 - 3. *Intervene in any disputes arising between a customer and any of the Seller's Organization and attempt to resolve the dispute promptly and amicably;*
 - 4. *Provide training to ensure that product sales and opportunity meetings conducted by the Seller's Organization are conducted in accordance with the Contract and in accordance with any applicable laws, ordinances, and regulations;*
 - 5. *Promptly resolve any disputes between the Seller, other Sellers, and the Organization of the Seller; and*
 - 6. *Educate those Sellers the Seller enrolls and sponsors about the Company Policies.*
- F. Enroller and Sponsor Duty of Care. Enrollers and Sponsors have a responsibility and special duty of care to ensure that their actions or omissions do not cause or result in loss, harm or embarrassment to anyone in their Organization or the Company, and must promptly act to rectify any such loss, harm or embarrassment. At the time of signup, Enrollers should ensure that those they enroll are informed about who is to be their sponsor. Sellers should not leave the assignment of enrollership of a new Wink Naturals Seller to their upline or some other person.
- G. Realignment of All or Part of an Organization. The Company reserves the right to move or realign an Organization, or parts thereof, from Enrollers or Sponsors who violate the terms of this Seller Agreement or who commit or are involved in the conduct of moral turpitude as determined by the Company in its sole discretion. Nothing herein requires the Company to take any action, nor does it waive any rights by postponing or declining to do so. Examples of the conduct of moral turpitude may include but are not limited to unwelcome sexual advances or communications, failure to repay debts, bankruptcy, physical harm, mischief or abuse, theft, and interference with family relationships. The Company will give a 30-day advance notice to any Enroller or Sponsor whose Organization is being moved or realigned.

Section 9. Placement Policy, Line Switching, and Cross and Moving Prohibition

- A. Initial Placement. At the time when a new Seller is enrolled, the Enroller of the new Seller may place the new Seller anywhere in the Enroller's Organization by calling on the phone and talking with a Customer Support Representative.
- B. Placement Changes Within Seven Days of Signup. Within 14 calendar days of a new Seller sign up with the Company, the Enroller may move the new Seller one time anywhere in the Enroller's Organization (i.e. not outside the Enroller's Organization), subject to the Company's approval.
- C. Placement Changes After 14 Days. After the above described time period passes, a Seller is in final placement and the Company will normally not approve requests to place Sellers elsewhere in an Organization.
 - 1. *Placement changes are rare and must be specifically approved by the Company's Exceptions Committee.*
 - 2. *Before authorizing a placement change, the Company will consider, among other factors, the following:*
 - a. Whether the Seller to be moved has not been Active for at least six months (twelve months if Silver Rank or higher),
 - b. Whether the Seller to be moved obtains written consent (verified by notarized signatures or other means) of the Enrollers who are three levels above the Seller and the Sponsors who are seven levels above the Seller,
 - c. Whether the change will cause Rank advancement,
 - d. Whether a change of historical bonus payments will occur, ie. Whether a Seller has breached the Contract,
 - e. The effect of the change on the Organization, and
 - f. Any other relevant facts.
- D. A qualified Presidential who personally enrolls a new Seller that achieves the rank of Silver within three months of enrollment will be allowed to place the new Enrollee anywhere within the Enroller's organization. This move can be made after the Enroller has filled out the Presidential-Silver Move form even if a placement change had previously been made within 14 days of enrollment. For the purpose of calculating three months in this paragraph, month one is the calendar month that the Seller is enrolled if enrolled on or before the 10th calendar day of the calendar month. If the Seller is enrolled after the 10th calendar day of the month then month one will be the following calendar month.
- E. Enrolling a Former Preferred Customer as a Seller. A Seller may enroll Preferred Customers as Sellers. When a Preferred Customer becomes a Seller, they cease to be a Preferred Customer. The placement of the Preferred Customer must be completed within seven days of the date that a Preferred Customer signs up to be a Seller.
- F. Enrollership Reassignment. The Company allows an Enroller to change enrollership of a Seller (Enrollee). The enrollership of an Enrollee, however, may not be changed more

than twice. Subject to Company approval, a second change may only occur if enrollership is changed to the Seller who originally enrolled the Enrollee.

G. Cross-Company and Cross-Line Moving Prohibited.

1. Cross-Company Recruiting. The actual or attempted solicitation, enrollment, encouragement, or effort to influence in any way, either directly or indirectly (including but not limited to, through a website), another Wink Naturals Seller or Customer to enroll or participate in another network marketing opportunity. This conduct constitutes recruiting even if the actions of the Seller are in response to an inquiry made by another Seller or Customer.
2. Cross-Line Moving. The actual or attempted solicitation, enrollment, encouragement, or effort to influence in any way, either directly or indirectly (including but not limited to, through a website), the enrollment of an individual who, or entity that, already has a current Distributorship with Wink Naturals, within a different line of sponsorship. Cross-Line Moving also applies to the enrollment of an individual or entity that has had a Distributorship with Wink Naturals within the past six months, or in the case of a Seller with the rank of silver or higher, within the past twelve months.
3. Prohibition. Sellers are prohibited from Cross-Company Recruiting or Cross-Line Moving. The use of a spouse or relative's name, trade names, DBAs, assumed names, Corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited.
4. Injunctive Relief Available to the Company. Sellers stipulate and agree that Cross- Company Recruiting and Cross-Line Moving constitute an unreasonable and unwarranted interference with the contractual relationship between the Company and its Distributors, and conversion of the Company's property and misappropriation of the Company's trade secrets. Sellers further stipulate and agree that any violation of this rule will inflict immediate and irreparable harm on the Company, that the harm to the Company exceeds any benefit that the Seller may derive, and that the Company shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary and permanent injunctive relief without bond, and that such injunctive relief may extend the post-termination period of this restriction for up to one (1) year from the date of the last violation of this provision. The provisions of this Section survive the termination of the Contract. Nothing herein waives any other rights and remedies the Company may have in relation to the use of its Confidential Information or any other violations of the Contract. Further, Sellers agree that appearing in, being referenced in, or allowing their name or likeness to be featured or referenced in any promotional, recruiting or solicitation materials for another direct selling company constitutes Cross-Company Recruiting during a period of one year after termination of the Contract.

Section 10. Compensation Plan

Wink Naturals' Compensation to Distributors is geared toward rewarding the sustained efforts of everyone from the beginning Distributor to the seasoned professional Distributor.

A. Glossary of Terms:

Distributor: The general term used throughout this plan to indicate someone who is participating in the compensation plan.

Customer: The general term used throughout this plan to indicate someone who is not participating in the compensation plan, and is purchasing from the company.

Enroller (Sponsor): The person who introduces the new customer or distributor to the Client.

Placement: The person immediately upline, or above the distributor in the Placement tree.

Customer Placement: Customers will be placed in the next position below their sponsor in the Placement tree.

Active: To be considered Active during the commission period a distributor must have \$75 Volume from personal orders (PSV) in a 90 day rolling period.

Commission Period: The period for which commissions are being run. A Commission Period has a beginning date and an ending date. Note: Orders that are dated between and including these dates are included in the commission run. This plan will use weekly, monthly, and quarterly commission period(s). During Weekly Commission runs, only orders placed between the start date and the end date will be included in commission payouts, but for qualification purposes orders placed within 30 days prior to the end date of the commission period will be used to determine Rank Qualifications and Volume.

B. Plan Overview:

1. Customer Types. Customers fall into 3 Customer Type categories:
 - a. Retail Customer
 - b. Preferred Customer
 - c. Distributor
2. Hierarchical Trees. The Wink Naturals Compensation Plan uses two (2) hierarchical trees:
 - a. Enroller Tree. The Enroller Tree is a hierarchical organization of all Customer Types within the Enroller's Organization.
 - b. Unilevel Tree. The Unilevel Tree is a hierarchical organization of Distributors within the Enroller's Organization.
3. Period Types. Bonuses and volume are separated by Monthly and Weekly Period Types.
4. Bonus Types. The Wink Naturals Compensation Plan has the following Bonus Types:
 - a. Retail Commission. This Commission is paid Weekly.
 - b. Unilevel Compensation. This Commission is paid Monthly.
 - c. Fast Start Bonuses. These Bonuses are paid Monthly.
 - d. 3x3 and 6x6 Bonuses. These Bonuses are paid Monthly.
 - e. Rank Advancement Bonus. This Bonus is paid in Loyalty Points Monthly.
5. Ranks. The following Ranks are available for Distributors to advance to when qualified.
 - a. Member
 - b. Manager
 - c. Director

- d. Executive
- e. Elite
- f. Silver
- g. Gold
- h. Ruby
- i. Platinum
- j. Presidential

6. Volume Types. Volume Types are titled with the following:
- a. Active. A Distributor must have a Rolling 90-day PSV of \$75 or be within their Fast Start Period to accumulate this volume.
 - b. Personal Sales Volume (PSV). PSV includes a Distributor's personal orders and the orders of their PE Retail and Preferred Customers. PSV amounts do not include tax, shipping, or Loyalty Points.
 - c. Group Volume (GV). GV includes a Distributor's PSV and their entire Organization's PSV.
 - d. Commissionable Volume (CV). The amount of volume earned on an order that determines the Distributor's Weekly and Monthly Commissions.
 - e. Rolling 90-day PSV. This uses a rolling 90 days from the end date of the current period and is based on the Distributor's PSV during that time frame.
 - f. Qualified Teams (Legs): To achieve certain Ranks, a Seller must have Qualified Legs on the Distributor's Personally Enrolled Downline. Each Personally Enrolled downline is considered a Leg, and there can only be one qualifying rank per Leg. For example, a Seller wishing to attain the Rank of Silver is required to have three Executive Qualified Legs. For more details, reference the Comp Plan Graphics.
 - g. Loyalty Points (Product Credit): Loyalty Points are non-cash redeemable product credits that can be used to purchase Wink Naturals products. Loyalty Points are granted as part of the Loyalty Rewards Program, and in the discretion of the Company for deserving Sellers and Customers. No Personal Sales Volume, Group Volume, or Commissionable Volume is associated with the amount of an order that is paid with Points

C. Bonus Types:

- 1. Retail Commission. Distributors earn Retail Commissions from the sales of product to Retail and Preferred Customers. The Commission total depends on the Rank of the Seller.
- 2. Unilevel Compensation Plan. An Organizational Bonus. Overview: The Unilevel Bonus is paid to Sellers each month. A particular month's Unilevel Bonus is dependent upon the monthly Rank for which the Seller has qualified and the monthly Commissionable Volume of the Seller's Organization. The Rank requirements must be met each month.
- 3. Fast Start Bonus. A Bonus dependent on a specified Fast Start Period*. Overview: A Fast Start Bonus of \$100 is earned for every group of 3 new Enrollees that advance to Manager within their Fast Start Periods.

The Fast Start Period is the enrollment month, from the date enrolled on, and the two consecutive months after (up to 90 days total).

4. 3x3 and 6x6. Bonuses based on acquiring Preferred Customers. Overview: Sellers who enroll 3 Preferred Customers who maintain qualifying orders of 50 PSV for 3 consecutive months earn a \$50 Bonus paid the following month (at the same time as the Unilevel commissions). Sellers who enroll 6 Preferred Customers who maintain qualifying orders of 50 PSV for 6 consecutive months earn a \$100 Bonus paid the following month (at the same time as the Unilevel commissions).
5. Rank Advancement Bonus. The Rank Advancement Bonus is paid monthly in Loyalty Points for a Distributor who advances to a rank beyond their current highest achieved rank. If a Distributor advances through multiple ranks in one period, they will be paid for all qualifying advancements. If for some reason the Distributor is demoted, the bonus is not paid again. The Bonus amounts are outlined as followed:
 - a. Manager for the first time is paid 100 Loyalty Points
 - b. Director for the first time is paid 150 Loyalty Points
 - c. Executive for the first time is paid 200 Loyalty Points
 - d. Elite for the first time is paid 300 Loyalty Points
 - e. Silver for the first time is paid 600 Loyalty Points
 - f. Gold for the first time is paid 1000 Loyalty Points
 - g. Ruby for the first time is paid 1500 Loyalty Points
 - h. Platinum for the first time is paid 2000 Loyalty Points
 - i. Presidential for the first time is paid 2500 Loyalty Points

D. Plan Summary By Rank (See Comp Plan Graphic for qualifying details):

1. Member.
2. Manager.
3. Director.
4. Executive.
5. Elite.
6. Silver.
7. Gold.
8. Ruby.
9. Platinum.
10. Presidential.

Achieving Ranks: The Manager Rank requires 100 PSV and once the rank of Manager is achieved, this 100 PSV requirement does not need to be reached every month. Manager is the only rank that will not reset every month. Each Rank has minimum monthly requirements of Personal Sales Volume or Group Volume. Ranks of Executive and higher will depend on the rank of Qualified Teams within the Seller's Organization.

Acting on Behalf of Another: A Seller may not set up a Preferred Subscription on behalf of another participating Seller, or Preferred Customer, without written permission from the participating Seller or Preferred Customer, which written permission must be on file with the

Company prior to setting up the order. Such an order must be paid for by the participating Seller or Preferred Customer and must be shipped to the primary address listed on the participant's account.

Compression: The Wink Naturals Sales Compensation Plan maximizes payment to Sellers through Compression. When a Seller is not active and therefore does not qualify the Seller, the bonus will roll up and be paid to active Sellers who do qualify for the bonus on the higher level.

Concentrated Legs: In the event the volume from one leg of a Seller's Organization exceeds eighty percent (80%) of the Seller's total Organization volume, the total Primary Bonus of the Seller shall not exceed \$5,000.00 if the Seller holds the Rank of Elite; \$9,000.00 if the Seller holds a Rank of Premier; \$13,000.00 if the Seller holds a Rank of Silver; and \$18,000.00 if the Seller holds a Rank of Gold. Once the Rank of Presidential is achieved, there is no cap on the Primary Bonus.

Duty to Retain Documents: Each Seller receiving a bonus agrees to retain documentation, for at least six years, which evidences retail sale of products and services in the month for which the bonus was paid. Sellers agree to make this documentation available to the Company at the Company's request. Failure to do so constitutes a breach of the Contract and entitles the Company to recoup any bonus paid for orders in a month for which retail sales documentation is not maintained.

Effort: Generating meaningful compensation as a Seller requires considerable time, effort, and commitment. This is not a get-rich-quick program. There are no guarantees of financial success.

General and Miscellaneous Compensation Provisions: No Compensation Solely for Enrolling Another. While Sellers are paid for product sales, a Seller receives no compensation for enrolling or sponsoring other Sellers.

Inclusion in a Period's Bonus: A Person must become an approved Seller by the last day of the bonus period in order to be included in that period's bonus and qualification computations. Products must be purchased, and payment received, by the last day of the bonus period in order to be paid or qualify for a Rank for that period.

No Guaranteed Compensation: As with any other sales opportunity, the compensation earned by Sellers varies significantly. The cost to become a Seller is very low. People become Sellers for various reasons. Most who wish to simply to enjoy the Company's products at wholesale prices will sign up as a Preferred Customer, but may also sign up as a Seller. Some join the business to improve their skills or to experience the management of their own business. Others become Sellers, but for various reasons, never purchase products from the Company. Consequently, many Sellers never qualify to receive bonuses. Sellers are neither guaranteed a specific income nor assured any level of profit or success. The profit and success of a Seller can come only through the successful sale of products and the sales of other Sellers within the Organization of the Seller. All success is based primarily on the efforts of each Seller.

Payment of Bonus: A bonus is paid to the primary applicant on the Seller Agreement Form.

Payment of Recouped Bonuses: In recouping bonus payments as provided in this section, the Company, in its sole discretion, may require direct payment from an affected Seller or offset the amount of the recoupment against any present or future bonuses.

Preconditions to Bonus Payments: Sellers can receive a bonus only if they fulfill all requirements of the Wink Naturals Sales Compensation Plan and are not in default of any material obligations under the Contract.

Ranks and Levels: Each Rank corresponds to the number of organizational levels from which the Seller can receive compensation. For example, the Rank of Executive receives compensation for four levels. Generally, as a Seller advances in Rank, they are paid for deeper levels of their Organization, until they reach Silver. All ranks from Ruby to Presidential pay seven levels deep. The percentage of GV that is paid to a Seller also changes from level to level. As delineated in The Comp Plan Table Graphic, the first level pays five percent (5%), and three percent and the percentage increases through the pin tiles until reaching eight percent (8%) on the seventh level. The bonus cumulates levels of payment, so that an Executive will receive eight percent (8%) for the first level, plus three percent (3%) for the second level, and four (4%) percent for both level three and level four, and so on.

Recoupment of Bonuses: In addition to any recoupment rights otherwise set forth in the Contract, the Company reserves the right to recoup any bonuses paid to Sellers on products:

1. *returned under the Company's Return Policy;*
2. *returned to the Company under any applicable law;*
3. *returned in relation to any incident of Seller misconduct, including but not limited to, unauthorized or misleading representations regarding an offer or sale of any product or service, or a Wink Naturals Sales Compensation Plan opportunity; or*
4. *purchased in an amount which unreasonably exceeds that which can be expected to be resold and/or consumed within a reasonable period of time.*

Redemption of Loyalty Points: After the Distributor or Customer has earned Loyalty Points, they may use them to purchase products. Loyalty Points have no cash redemption value, CV, or PSV. Loyalty Points are transferable to other Customers or Sellers.

Returned Bonus Check Fees: Occasionally, a Seller may ask the Company to reissue a lost bonus check. The Company may charge a fee to reissue the lost check. In addition, the Company, in its own discretion, may request the issuing financial institution to stop payment on the original (lost) check, and the Seller must pay to the Company the stop payment fee.

Special or Promotional Bonuses or Rewards: From time to time, special bonuses or promotions are offered to Sellers and Customers. The products offered in this way may or may not have any PSV and may not qualify a Seller for bonuses resulting from the purchase of these products. The details of each of these offerings will be made available at winknaturals.com.

Section 11. Compliance and Product Claims

- A. Food and Drug Administration Standards. Many products fall under nutritional and cosmetic classifications set forth by the U.S. Food and Drug Administration (FDA). Guidelines can be found at fda.gov. It is the responsibility of each Seller to familiarize themselves with the guidelines posted on their website. The FDA regulates and oversees the production and sale of nutritional and cosmetic products to assure their safety and proper representation to the public. The FDA also has labeling and packaging standards with which the Company must comply.
- B. Federal Trade Commission Standards. Similarly, advertising is regulated by the Federal Trade Commission (FTC). Laws enforced by the FTC require representations made by the company, or Sellers, about the health benefits, performance, efficacy, safety or ingredients of Wink Naturals Products to be based upon competent and reliable scientific evidence that substantiates the representation being made. "Competent and

reliable scientific evidence” means tests, analyses, research and/ or studies using procedures generally accepted by experts in the relevant scientific field that yield accurate and reliable results and that have been conducted and evaluated in an objective manner by persons qualified to do so.

- C. Permissible Claims. A Seller may represent that Wink Naturals products are safe to use and are specifically formulated to support wellness, and intended to improve personal appearance.
- D. FDA Disclaimer. When discussing the benefits of Wink Naturals products, a Seller should refer to the FDA statement on Wink Naturals product labels: “These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure, or prevent disease.”
- E. No Curative or Drug Claims. A Seller may not make any medical claim for any product nor specifically prescribe any given product as suitable for any specific ailment, as that type of representation implies the products are drugs rather than nutritional supplements or body care products. Under no circumstance should these products be likened to drug products prescribed for the treatment of specific ailments. While the Company makes every effort to achieve full compliance with complicated and periodically amended FDA regulations, no Seller should state or infer that any product is approved by the FDA. The FDA does not require or grant specific approval for individual nutritional or cosmetic products.
- F. Disclosure. When promoting Wink Naturals or Wink Naturals products, a Seller must disclose the fact that the Seller is a Wink Naturals Seller who receives Bonuses and commissions from the Company.
- G. Excessive Claims. A Seller must never mislead a customer, fellow Seller, or potential Seller with excessive claims when discussing Wink Naturals Products, Compensation Plan, or potential earnings.

Section 12. Advertising and Use of the Company’s Intellectual Property Rights

- A. Wink Naturals Intellectual Property. Wink Naturals Intellectual Property, including its trademarks, service marks, trade names, trade dress, and the content of its publications, are valuable assets. By using Wink Naturals Intellectual Property, Sellers agree and acknowledge that there exists great value and goodwill associated with the Wink Naturals Intellectual Property, and acknowledge that the Company has all rights to the property and that the goodwill pertaining thereto belongs exclusively to the Company. Further, Sellers also acknowledge that the intellectual property has a secondary meaning in the mind of the public. Intellectual property is protected by federal, state and international copyright and trademark laws and other proprietary rights. These rights are protected in all forms, including media and technologies existing now or hereinafter developed. Sellers must not alter, edit or create variations of Wink Naturals property at any time and must adhere to the usage recommendation in the brand Style Guide Graphic.

The Content in Company Approved Sales Aids and its official website, including the text, graphics, logos, audio clips, music, lyrics, video, photographs, software, and other information is the property of Wink Naturals and/or its affiliates or partners, or, is

licensed to Wink Naturals from third parties. Because Wink Naturals does not own all of the Content, Wink Naturals will not license to a Seller what it does not own. Accordingly, when using Wink Naturals Intellectual Property and Content, Sellers agree to only use Allowed Content as expressly defined and granted herein.

B. Definitions:

Apparel: Apparel includes T-shirts, hats, and other clothing articles.

Allowed Content: Allowed Content means only the Content consisting of the Brochure, Flyers, Images, Presentations, and Videos, and that is related to the Local Market in which a Seller markets products or recruits other Sellers.

Cinematic Media: Live or recorded electronic channels through which news, entertainment, education, data, or promotional messages are disseminated, including broadcasting and narrowcasting mediums such as TV, radio, film, and audio or video. Cinematic Media does not include Computer and Telephone-Based Media.

Company Approved Sales Aids: Marketing materials approved for use in a specific Local Market designated in writing by the Company.

Company Produced Sales Aids: Company Produced Sale Aids means marketing materials created and distributed by the Company for use in a specific Local Market designated in writing by the Company.

Computer and Telephone-Based Media: The transmission or display of any Content by email, static websites, or Social Media; and telephone or smartphone based transmissions or display.

Content: Content means any text, graphics, logos, audio clips, video, photographs, software, or Wink Naturals Intellectual Property which is found in the Company Produced Sales Aid(s) or, Wink Naturalsnaturals.com

Wink Naturals Intellectual Property: Wink Naturals Intellectual Property means all intellectual property which Wink Naturals LLC or an affiliated company claims to own, or claims a right to use, including but not limited to trademarks, trade names, service marks, and content of its publications, whether registered with relevant governmental authorities or not

Media Specific Guidelines: Media Specific Guidelines are Local Market specific guidelines which set usage standards of Allowed Content for a particular format. Media Specific Guidelines must be adhered to and are posted on Wink Naturalsnaturals.com

Merchandise: Any item that bears Wink Naturals Intellectual Property that is not Apparel, Cinematic Media, Company Approved Sales Aids, Company Produced Sales Aids, Computer and Telephone-Based Media. Merchandise includes Sales Aid intended to be sold or sold to third parties.

Sales Aid: Any material, whether physically printed or in digital form, used in the offer or sale of Company products, recruitment of prospective Sellers, or training of Sellers, which makes reference to the Company, the Company products, the Sales Compensation Plan, or Wink Naturals Intellectual Property.

Social Media: The use of web-based and mobile technologies to turn communication into an interactive dialogue.

C. Allowed Uses: Subject to the Conditions of Use, Sellers are permitted to use Allowed Content in the following instances:

1. *The creation and use of Sales Aids.*
2. *The creation and use of a Computer or Telephone-Based Media.*

Subject to the Conditions of Use, Sellers are permitted to use Allowed Content, with written approval from the Company, in the following instances: Apparel, Cinematic Media, use on buildings and signs, Merchandise, and paid to advertise online.

D. Conditions of Use, The Allowed Uses of Allowed Content are conditioned on the following:

1. Media Specific Guidelines. Allowed Content may only be used for Apparel, Cinematic Media, on buildings and signs, and Merchandise according to the Media-Specific Guidelines found at Wink Naturalsnaturals.com for the specific Local Market in which the Seller is doing business.
2. Context and True Statements. Sellers may not use Allowed Content in violation of the Seller Agreement or out of context, or infer meaning other than the express meaning of the Allowed Content, by the use of modifiers, additional text, or other content. All content must be true and accurate.
3. Claims and Representation Concerning Wink Naturals Products. Sellers may not use, and Wink Naturals does not support the use of any content that violates federal, state, or local laws, including those laws promulgated by the FDA and FTC and other regulatory bodies (see, Section 11). Please review Seller Agreement Section 11, Quick Claims Guide, Quick Claims Guide—Social Media, Opportunity and Earnings Disclosure Summary, and Approved Claims List by emailing hello@Wink Naturalsnaturals.com for additional guidance.
4. Variations, Takeoffs or Abbreviations. Sellers may not use a variation of the Allowed Content for any purpose, including phonetic equivalents, foreign language equivalents, takeoffs, or abbreviations. The following examples are unacceptable variations: “MoneyWink” or “Wink\$” or “Winkdollars.”
5. Slogans and Taglines. Sellers may not add to, subtract from, or modify in any way Company slogans or taglines. For example: Changing “Sleep Drops” to “Drops that Make You Sleep.”
6. Disparaging or Offensive Use. Sellers may not use Allowed Content in a disparaging, offensive, or injurious manner.
7. Best Light. All Allowed Content must be shown only in the best light, in a manner or context that reflects favorably on the Company and its products.
8. Endorsement or Sponsorship of a Third Party. Sellers may not use Allowed Content in a manner that would imply the Company’s affiliation with or endorsement, sponsorship, or support of any third-party product or service, or any political cause or issue.
9. Use in Computer or Telephone-Based Media. The following sections apply to Computer and Telephone-Based Media.
 - a. *Headers and Titles. Except for in a Wink Naturals Replicated Website or a Wink Naturals approved Certified Websites, the name “Wink Naturals” may not be used, in any title, subtitle, or header to Computer or*

Telephone-Based Media. Wink Naturals branded Facebook pages, Instagram pages, Pinterest pins, blogs, or YouTube channels are not permitted.

- b. Websites. All Wink Naturals Sellers wishing to have a static online Wink Naturals presence may only use either a 1) Wink Naturals approved Replicated Website or 2) Certified Website that is approved by the company. Once you have applied for a Wink Naturals Certified Website your site will be considered for approval. No Certified Website will be permitted without the express written approval from the Company, which consent shall be within the sole discretion of the Company. Sellers may not have any other independent website using or showing Wink Naturals trademarks or trade dress (Wink Naturals name, pictures or logos, Wink Naturals product names or pictures, etc.). The only Internet sites that may be linked to an official Wink Naturals company website is the Wink Naturals Replicated Websites. No other websites may be linked to any website mentioning Wink Naturals or Wink Naturals products or executives.*
- c. Social Media. Sellers with a Social Media presence, either personal or business, should review the static content regularly and scrub it to delete any claims in the comment or third-party sections that are not legal. Wink Naturals branded Facebook pages, Instagram pages, Pinterest pins, blogs, or YouTube or Vimeo channels are not permitted.*
- d. Disclaimer. Except for the Wink Naturals Replicated Website, each Computer or Telephone-Based Media shall clearly indicate that it is not authored by Wink Naturals or any of its affiliated companies and that the owner of the site bears all responsibility for the content.*
- e. Domain Names. Sellers may not use Wink Naturals Intellectual Property name(s) in a domain name without the express written approval from the Company, which consent shall be within the sole discretion of the Company. Such use must also be through a written use agreement signed with the Company. Examples of use that are not acceptable: "winknaturals.com" "winknaturalscompany.com" "winknaturalscorporate.com," etc. Sellers should consult the Guidelines of their Local Market.*
- f. Privacy Policy Language. Sellers must implement a written privacy policy that protects any information gathered from the website from being sold or used by anyone else.*
- g. Spam Prohibition. Sellers may not Spam. Spamming includes, but is not necessarily limited to: (1) sending unsolicited email or social media messages that contain any email or web addresses from a Seller's account to online users; (2) posting message that contain the Seller's service address in new groups that are unrelated to the Seller's products; (3) creating false "from sources" in an email message, or newsgroup posting with the Seller's service address, thereby giving the impression that the message originated from the Company or its network of Sellers; (4) sending unsolicited emails or faxes to lists of people that are not within the Seller's Organization or with whom the Seller has not had a prior business or personal relationship; (5) adding*

people to a Facebook or other social media group without their prior consent. All Company related email broadcasts must only be sent to Sellers in the Organization of the Seller. Emails must not contain any false representations, income claims, or testimonials.

10. Proper Use of Trademarks. Sellers must properly use Allowed Content containing Wink Naturals Intellectual Property, as follows: Trademarks are adjectives used to modify nouns; the noun is the generic name of a product or service. As adjectives, trademarks may not be used in the plural or possessive form. Correct: "You should buy two bottles of Adult Sleep Melt." Not Correct: "You should buy two Sleep Melts."
11. Use of Allowed Content Within the United States. On communications that will be distributed only in the United States, Sellers must use the appropriate trademark or copyright symbol (TM, SM, ®, ©) the first time Wink Naturals Intellectual Property appears.
 - a. *Sellers must refer to and use the correct spelling of the trademark or copyright, and generic term to use with the trademark. Generally, the symbol appears at the right shoulder of the trademark, but exceptions may exist.*
 - b. *Sellers must include attribution of Wink Naturals' ownership of its Allowed Content within the credit notice section of a Seller's Sales Aid, personal website, or social media. The following are the correct U.S. formats for trademarks:*
 - i. *is a trademark of Wink Naturals, LLC, registered in the U.S. and other countries.*
 - ii. *is a trademark of Wink Naturals, LLC.*
12. Use of Allowed Content Outside the United States:
 - a. *Sellers should not use trademark symbols on product communications that will be distributed outside the United States.*
 - b. *Use of one of the following international credit notices is appropriate:*
 - i. *is a trademark of Wink Naturals, LLC, registered in the U.S. and other countries.*
 - ii. *is a trademark of Wink Naturals, LLC.*

E. Acknowledgment and Protection of Rights

1. Acknowledgment of Rights. Sellers agree that all Allowed Content is owned exclusively by Wink Naturals, LLC, or licensed to Wink Naturals, LLC. Except for the limited rights granted by the Contract for the term of the Contract, Sellers acknowledge that the Company hereby retains all legal title to and beneficial ownership of and all rights to the intellectual property and all intellectual property rights related thereto for all purposes. Sellers agree to assist the Company to protect the Company's rights in the intellectual property at the Company's request
2. Agreement to Protect. Sellers agree to assist the Company to the extent necessary in the procurement of any protection or to protect any of the Company's rights to the Allowed Content.

3. Assignments. Sellers agree that nothing contained in the Contract shall be construed as an assignment or grant to the Seller of any right, title or interest in or to the Content or Allowed Content, it being understood that all rights relating thereto are reserved by the Company, except for the right to use the Allowed Content as expressly provided in the Contract.

Sellers agree that at the termination or expiration of the Contract, Sellers will be deemed to have assigned, transferred and conveyed to the Company any trade rights, equities, goodwill, titles or other rights in and to Wink Naturals Intellectual Property which may have been obtained by Sellers or which may have vested in Sellers in pursuance of any endeavors covered hereby, and that Sellers will execute any instruments requested by the Company to accomplish or confirm the foregoing. Any such assignment, transfer or conveyance shall be without other consideration other than the mutual covenants and considerations of the Contract.

Termination:

- a. *Sellers may not terminate the rights granted to the Company in this Section 12.*
 - b. *A Seller's rights granted in this Section 12 may be terminated by the Company upon immediate notice without the opportunity to cure should the Seller do any of the following:*
 - i. File a petition in bankruptcy or a petition to take advantage of any insolvency act;
 - ii. Commit any act of dishonesty;
 - iii. Fail or refuse to perform any other obligation created by this Contract or any other agreement between the Seller and the Company or its affiliates;
 - iv. Make any misrepresentations relating to the acquisition of the rights granted herein, or engage in conduct which reflects unfavorably on the Company or upon the operation and reputation of the Company's business; or
 - v. Be convicted of a felony or any other criminal misconduct which is relevant to the Contract.
4. In the event of termination of this license for any reason, Sellers shall immediately cease all use of the Allowed Content and shall not thereafter use any intellectual property, mark, or trade name similar thereto. Termination of the license under the provisions of this Section 12 shall be without prejudice to any rights which the Company may otherwise have against the Seller.
5. Rights are Personal. The rights and duties under this section are personal to the Seller and the Seller shall not, without the written consent of the Company, which consent shall be granted or denied in the sole and absolute discretion of the Company, be assigned, mortgaged, sublicensed or otherwise encumbered by the Seller or by operation of law.
6. Remedies. Each Seller acknowledges and agrees that compliance with the terms of this Section 12 is necessary to protect the goodwill and other proprietary interests of the Company. Accordingly, Sellers agree that in the event of any breach of this Section 12

- a. *The Company shall be entitled to injunctive relief and/or specific performance;*
- b. *The Seller shall not oppose such relief on the grounds that there is an adequate remedy at law; and*
- c. *Sellers further stipulate and agree that any violation of this rule will inflict immediate and irreparable harm on the Company, that the harm to the Company exceeds any benefit that the Seller may derive, and that the Company shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary and permanent injunctive relief without bond, and that such injunctive relief may extend the post-termination period of this restriction for up to one (1) year from the date of the last violation of this provision. The provisions of this Section survive the termination of the Contract. Nothing herein waives any other rights and remedies the Company may have in relation to the use of its Confidential Information or any other violations of the Contract.*

F. Additional Advertising Provisions

1. Sellers may not answer the phone as “Wink Naturals” or imply they represent the Company or are more than a Seller.
2. No advertising may imply that a job or position is available at Wink Naturals.
3. No specific income may be promised.
4. All media inquiries must be immediately referred to the Director of Marketing Communications for the Company.
5. No release shall be made to the news media or to the general public relating to the Contract without the prior written approval of an authorized executive officer for the Company.
6. Upon request, any Sales Aid or other medium which the Seller prepared, caused to be prepared, or distributed, which also contains any Wink Naturals Intellectual Property or Content, must be immediately provided to the Company. Sellers must retain a copy of all Sales Aids, or other advertising material which they distributed, for seven years from the last date of distribution.
7. Sellers agree to release and discharge the Company, and its successors, assigns, employees, and agents from any and all liability, monetary compensation, claim and/or demand arising out of or in connection with the creation and the use of any Intellectual Property of another, or of the Company, including any claims for defamation or false representations.

Section 13. Retail Store, Service Establishment Sales and Trade Show Policy

- A. Retail Store Policy. With written approval from the Company, a Seller may sell products and/or promote the Wink Naturals business opportunity through retail stores such as health food stores, grocery stores, and other such establishments, except in such

stores or establishments that, in the Company's sole discretion, are large enough to be considered state, regional or national chains.

- B. Online Sales. Sellers may not sell Wink Naturals products through online auctions or mall sites, including but not limited to Walmart.com, Taobao.com, Alibaba, Tmal.com, Tencent platforms, Mercado Libre, Yahoo!, eBay or Amazon. Sellers may sell Wink Naturals products through Wink Naturals Replicated Websites and Wink Naturals Certified Websites. Products that have been separated from a kit or package may not be sold online. Advertisements are to be in accordance with the Company minimum advertised price (MAP) policy.
- C. Service Establishments. Sellers may sell products through service establishments that provide services related to the products. For example, Wink Naturals products may be sold through the offices of doctors and other healthcare professionals, health clubs, spas, and gyms.
- D. Suitability. The Company reserves the right, in its sole discretion, to make a final determination as to whether an establishment is a suitable place for the sale of the products. The Company's granting of permission in a particular case does not waive its right to enforce this policy in any and all other cases.
- E. Trade Show Policy. Sellers wishing to display, promote and sell the Wink Naturals products and opportunity in connection with a trade show or public event may rent a booth or set up an exhibit at a trade show, public event or convention ("Convention"), subject to the Company's written approval of the Convention and the Seller's compliance with the following requirements:
 - 1. *The Company reserves the right to only allow one booth representing the Company and products per show. Only Wink Naturals products and/or opportunity may be offered in the trade show booth. Only Wink Naturals produced marketing materials may be displayed or distributed. A purchase of a Company-Seller banner, to display in the booth, is required. Exclusive rights are granted in the sole discretion of the Company.*
 - 2. *The Seller will not reference Wink Naturals in any form of advertisement or promotional material that implies that Wink Naturals is participating in the Convention. Instead, any Company-approved advertisement or promotional material must make specific reference to the Seller as a Seller of Wink Naturals, including any maps or listings prepared by the sponsor of the Convention.*
 - 3. *The Seller will not make any earnings representations without using Company's current full earnings disclosure. Sellers may not make lavish lifestyle income claims.*
 - 4. *The Seller will not use the Convention to promote any product, service, or business opportunity other than the Wink Naturals business in which the Seller may be involved.*
 - 5. *During the convention, the Seller must personally comply with the Seller Agreement and is responsible for*
 - a. *the actions of every person who works in the booth at the Convention,*
 - b. *all material distributed at the Convention, and*
 - c. *all other aspects of participation in the Convention.*

6. *In addition to the other remedies provided in the Seller Agreement, the Company reserves the right to deny future Convention participation for any policy violation at a Convention.*

Section 14. International Business

- A. *Permissible Activity in Unopened Markets. Prior to the official opening of an Open Local Market, permissible Seller activity in an unopened Local Market is limited to providing business cards and conducting, organizing or participating in meetings where the number of attendees at any given meeting, including the Seller, does not exceed five. Participants in such meetings must be personal acquaintances of the Seller or personal acquaintances of the Seller's personal acquaintances in attendance at the meeting. The meetings must be held in a home or a public establishment but may not be held in a private hotel room. All cold calling techniques (soliciting persons who are not prior personal acquaintances of the contacting Seller) are strictly prohibited in unopened Local Markets.*
- B. *Prohibited Acts in Unopened Local Markets.*
 1. *A Seller may not import or facilitate the importation of, sale, gift, or distribution of, Company products, services, or product samples.*
 2. *A Seller may not place any type of advertisement or distribute promotional materials regarding the Company, its products or the opportunity, except Company Produced Sales Aids, which are specifically authorized for distribution in unopened Local Markets.*
 3. *A Seller may not solicit or negotiate any agreement for the purpose of committing a citizen or resident of an unopened Local Market to the opportunity, a specific Enrolling Sponsor or specific line of sponsorship. Furthermore, Sellers may not sign up citizens or residents of unopened Local Markets in an Open Local Market or by using Seller Agreements from an Open Local Market, unless the citizen or resident of the unopened Local Market has, at the time of sign up, permanent residence and the legal authorization to work in the Open Local Market. It is the Enrolling Sponsor's responsibility to ensure compliance with residency and work authorization requirements. Sellership or participation in, or ownership of a corporation, partnership or other legal entity in an Open Local Market does not by itself fulfill the residency or legal authorization to work requirements. If a participant to a Distributorship fails to provide verification of residency and work authorization when requested by the Company, the Company may, at its election, declare a Seller void from its inception.*
 4. *A Seller may not accept money or other consideration or be involved in any financial transaction with a potential Seller which rents, leases, or purchases facilities for the purpose of promoting or conducting Company-related business.*
 5. *A Seller may not promote, facilitate, or conduct any type of activity which exceeds the limitations set forth in this Seller Agreement or which the Company, in its sole discretion, deems to be contradictory to the Company's business or ethical interests in international expansion.*

- C. Foreign Corrupt Practices Act. All Wink Naturals Sellers must comply with the United States Foreign Corrupt Practices Act (FCPA). For any person or organization is guilty of violating the FCPA if there is:
1. *A payment, offer, authorization, or promise to pay money or anything of value to a foreign government official (including a party official or manager of a state-owned concern), or to any other person, knowing that the payment or promise will be passed on to a foreign official with a corrupt motive*
 2. *For the purpose of (i) influencing any act or decision of that person, (ii) inducing such person to do or omit any action in violation of his lawful duty, (iii) securing an improper advantage, or (iv) inducing such person to use his influence to affect an official act or decision*
 3. *In order to assist in obtaining or retaining business for or with, or directing any business to, any person.*
- D. No Exclusive Local Markets or Franchises. There are no exclusive Local Markets or franchises. A Wink Naturals Seller has the right to operate anywhere in the Seller's country of residence.
- E. Prohibited Local Markets. The Company reserves the right to designate certain Local Markets wherein all pre-marketing conduct is expressly prohibited. It is the responsibility of each Seller, prior to each instance of conducting pre-market opening activities in an unopened market, to verify through current contact with the Company that the Local Market in which she plans to conduct those activities is not a prohibited Local Market. A Seller may obtain a list of prohibited Local Markets by calling the Company.
- F. Violation of International Policy. In addition to other remedies allowed by the Contract, a Seller who fails to comply with any provision of this Section 14 may be prohibited from participating in the affected international market for a period deemed appropriate by the Company. This prohibition could include but is not limited to the following:
1. *The Seller may have no right to international distribution/sponsorship rights in the affected Local Market;*
 2. *The Seller and the Seller's upline may not be entitled to Bonuses generated by the Seller and the Seller's Downline Organization in the respective Local Market;*
 3. *Additionally, in all markets, for a period of up to one year, the Seller may not be entitled to privileges traditionally afforded Sellers such as recognition at corporate events or in corporate literature, and receipt of new Seller sign up materials prior to the official opening of any new market.*
- A Seller who has been unable to participate in a market because of non-compliance with Section 14 of this Seller Agreement must petition the Company in writing for written permission to participate in the market after the period of prohibition has passed.
- G. No Waiver of Other Rights. The provisions of this Section 14 do not waive the Company's rights as set forth elsewhere in the Contract.

Section 15. Payment of Taxes

- A. **Income Tax.** A Seller accepts sole responsibility for all self-employment and income taxes due to income earned as a Wink Naturals Seller. At the end of each calendar year, Wink Naturals will provide a statement of earnings [1099 form] for tax purposes to each Seller with an annual income at or over the minimum required to be reported to the United States Internal Revenue Service. Note: Any contest, incentive or prize items may be included in the 1099 form. To the extent required by law, the Company will send notification of the Seller's product purchases and Bonus payments to relevant tax authorities.
- B. **Sales Tax.** Wink Naturals provides the service of collecting state sales tax at the time of purchase and remitting it to Wink Naturals' domicile state. The amount of sales tax is based upon the suggested retail price of the product. Sellers may recoup the prepaid sales tax at the time of retail sale. Wink Naturals will charge sales tax on the suggested retail price regardless of how the order was placed, according to the tax rates applicable to the state to which products are shipped by Wink Naturals, unless the Seller has submitted a Sales Tax Exemption certificate and a Resale Tax Number. Note: Sellers are not exempt from taxes when products are sold to tax-exempt customers. Sales tax will be charged on the wholesale value of Preferred Subscription Orders, as Sellers certify and represent to Wink Naturals that their Preferred Subscription purchases are for personal use, or for use in their business as samples, gifts, or testing and that they are not to be resold.

Section 16. Product Liability Claims

- A. **Company Defense of Claims.** Subject to the limitations set forth in this provision, Wink Naturals shall defend Sellers from claims made by third-party customers alleging injury from use of a product, or injury due to a defective product. Sellers must promptly notify the Company in writing of any such claim, no later than ten (10) days from the date of the third-party claimant's letter alleging injury. Failure to so notify the Company shall alleviate any obligation of the Company respecting such claim. Sellers must allow the Company to assume the sole and absolute discretion respecting the defense of the claim, and use and choice of counsel as a condition to the Company's obligation to defend them.
- B. **Exceptions to Indemnification of Seller.** The Company shall have no obligation to indemnify a Seller if:
 - 1. *The Seller has not complied with the Contract respecting obligations and limitations covering the distribution and/or sale of the products; or*
 - 2. *The Seller has repackaged, altered or misused the product, made claims or given instructions or recommendations respecting the use, safety, efficacy, benefits or results, which do not comply with the approved literature of the Company; or,*
 - 3. *The Seller settles or attempts to settle a claim without the Company's written approval.*

Section 17. Authorized Use of Seller's Information

- A. Seller Lists. Lists of Sellers and all contacts generated therefrom (“Lists”) are the confidential property of Wink Naturals. The Company has derived, compiled, configured, and currently maintains the Lists through the expenditure of considerable time, effort, and monetary resources. The Lists in their present and future forms constitute commercially advantageous assets and trade secrets of the Company. The right to disclose Lists and other Seller information maintained by the Company is expressly reserved by the Company and may be denied at the Company’s discretion.
- B. Confidentiality of Lists. Vendors, suppliers, or other persons obtaining access to Lists of Sellers through their production or distribution of that material contractually agree to the confidentiality and proprietary nature of those mailing lists and that any use of those lists or contacts generated therefrom, except for the sole purpose of furthering the Company’s business, is expressly forbidden. They also agree that the information is the property of the Company and any materials offered to the Sellers which make any reference to the Company or its programs may be done so only with the prior written consent of the Company for each separate offer.
- C. Specific Lists. The Company provides a uniquely tailored portion of the Lists to Sellers (hereinafter in the context of Lists, the “Recipient”). Each portion of the provided List contains only information specific to the Recipient’s level and his or her own Downline Organization.
- D. Limitations on Use. These Lists are provided for the exclusive and limited use of the Recipient to facilitate the training, support, and servicing of the Recipient’s Downline Organization for the furtherance of the Company-related business only. Each Recipient agrees that each use, within its intended scope, constitutes a separate exclusive license agreement between the Recipient and the Company.
- E. Lists Belong to Company. These Lists remain, at all times, the exclusive property of the Company, which may, at any time and in the Company’s sole discretion, reclaim and take possession of the Lists. Accordingly, each Seller agrees:
1. *To hold confidential and not disclose any Lists or portion thereof to any third Person, including, but not limited to, existing Sellers, competitors, and the general public;*
 2. *To limit the use of the Lists to their intended scope of furthering the Seller’s Wink Naturals- related business. The Lists may not be used to identify and solicit Wink Naturals Sellers to other commercial opportunities and activities;*
 3. *That any use or disclosure of the Lists outside of those authorized herein, or for the benefit of any third Person, constitutes misuse, misappropriation, and a violation of the Recipient’s license agreement, which causes irreparable harm to the Company;*
 4. *That, upon any violation under this section, the Recipient stipulates to injunctive relief as an appropriate remedy enjoining that use under applicable national or local laws, and will immediately retrieve and return to the Company all Lists previously provided to the Recipient upon the Company’s request, and that the obligations under this section will survive the termination of the recipient’s contract.*
- F. Company Remedies for Violation. The Company reserves the right to pursue all appropriate remedies under applicable national or local laws to protect its rights to the

above-stated proprietary and trade secret information covered by the Lists. Any failure to pursue any applicable remedies will not constitute a waiver of those rights.

Section 18. Limitation of Liability

Except as provided in this Seller Agreement, Wink Naturals makes no express or implied representations or warranties with respect to the Wink Naturals products to be provided hereunder or their condition, merchantability, fitness for any particular purpose or use by Sellers. The Company shall not be liable for any:

- A. Special, indirect, incidental, punitive, or consequential damages, including loss of profits, arising from or related to the operation or use of the products including, without limitation, damages arising from loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against the Seller by any third person, even if the Company has been advised of the possibility of such damages;
- B. Damages (regardless of their nature) for any delay or failure by the Company to perform its obligations under the Contract due to any cause beyond its reasonable control; or
- C. Claims made a subject of legal proceeding against the Company more than one year after the alleged violation. Notwithstanding any other provision of the Contract, the Company's total liabilities hereunder shall not be greater than the amounts actually received by the Company pursuant to the terms of the Contract.

Section 19. Disciplinary Actions

- A. Rights Conditioned Upon Performance. A Seller's rights under the Contract are conditioned upon and subject to the Seller's continued performance in accordance with the terms of the Contract. Upon failure by a Seller to perform his or her obligations as set forth in the Contract, the Seller's rights cease. The Company may excuse a Seller's non-performance in whole or in part without waiving its rights and remedies under the Contract.
- B. Possible Disciplinary Actions. If Sellers violate any of the terms and conditions of the Contract or engage in any illegal, fraudulent, deceptive, or unethical business conduct, Wink Naturals may, in its sole discretion, invoke any disciplinary action that it deems appropriate. The potential disciplinary actions are:
 - 1. *Issue an oral and/or written warning or admonition to the Seller;*
 - 2. *Closely monitor the conduct of the Seller over a specified period of time to ensure the performance of the contractual duties;*
 - 3. *Require the Seller to provide the Company with additional assurances that the Seller's performance will be in compliance with the Contract. Further assurances may include requiring the Seller to take certain actions in an effort to mitigate or correct non-performance;*
 - 4. *Deny or suspend privileges that are awarded from time to time by the Company or cease performing the Company's obligations under the Contract, including but not limited to, awards, recognition at corporate events or in corporate literature, participation in Company-sponsored events, placement of product*

orders, promotion within the Sales Compensation Plan, access to Company information and genealogies, or the Seller's participation in other Company programs or opportunities;

- 5. Discontinue or limit payment of Bonuses from all or any part of the sales of the Seller or the Seller's Organization;*
- 6. Impose a fine, which may be imposed immediately or withheld from future Bonus or commission checks;*
- 7. Reassign all or part of the Seller's Organization;*
- 8. Adjust the Seller's status;*
- 9. Suspend the Seller, which may result in termination or reinstatement with conditions or restrictions;*
- 10. Terminate the Distributorship of the Seller; and*
- 11. Seek injunctive relief or other remedies available by law.*

C. Investigation. The following procedure applies when Wink Naturals investigates an alleged violation of the Contract:

- 1. The Company will either provide the Seller with a verbal notice and/or send a written notice of the alleged breach of Contract. Each Seller agrees that the relationship between a Seller and the Company is entirely contractual. Accordingly, the Company will neither honor nor respect any claim by a Seller that the relationship is or has been quasi-contractual, has arisen by implication from any continuing practice or course of action, has been verbally authorized by an employee of the Company in contradiction of the terms of the Contract, or is otherwise implied in fact.*
- 2. In a case when written notice is sent, the Company will give the Seller ten business days from the date of dispatch of a notification letter during which the Seller may present all information relating to the incident for review by the Company. The Company reserves the right to prohibit activity (e.g. placing orders, sponsoring, modifying Seller information, receiving Bonuses, etc.) by the Distributorship in question from the time notice is sent until a final Company decision is rendered.*
- 3. On the basis of any information obtained from collateral sources and from the Company's investigation of the statements and facts taken together with information submitted to the Company during the response period, the Company will make a final decision regarding the appropriate remedy, which may include the termination of the Contract with the Seller. The Company will promptly notify the Seller of its decision. Any remedies will be effective as of the date on which notice of the Company's decision is dispatched.*
- 4. Additional information outlining an appeal of the decision by the Company and the Company's Dispute Resolution policy noted in Section 22 herein will be provided upon request from the Company.*

D. Request for Termination. A Seller may request to terminate the Contract at any time and for any reason by sending a written notice of intent to terminate to the Company. A Person whose Distributorship is terminated may not sign up again as a Seller for six months from the date of last activity if the Seller achieved the Rank of Premier or lower. If the Seller has achieved the Rank of Silver or higher, the person must wait twelve months before signing up as a Seller with Wink Naturals. Activity includes but is not

limited to purchasing product, recruiting other Sellers, or earning commissions. All obligations regarding confidentiality of information and the Seller network survive termination of the Contract, including but not limited to the obligations outlined in Section 12 and Section 17.

- E. Voluntary Termination. When a Distributorship is voluntarily terminated, the account is placed in a suspended status for a period of twelve months from the date of last activity, after which period the account is actually terminated and removed from the genealogy tree. In other words, a suspended account stays in the genealogy tree until it is actually terminated by the Company; there is no “roll-up” of Downline during the suspension period. Due to the Sale Compensation Plan compression, however, volume will roll-up past the suspended Seller, allowing for maximum payout.
- F. Inactivity. A Distributorship will go into inactivity if \$75 in PSV has not been met in any rolling 90 day time period.
- G. Co-applicant Binds Distributorship. The act of any participant or co-applicant in a Distributorship, or spouse or partner of a Seller, is attributable to the Distributorship and any remedies, including termination of the Contract, necessitated by that act may be applied to the Distributorship generally.
- H. Time Limitation on Claims Made. The Company will not review any violation of the terms and conditions of the Contract not brought to the Company’s attention within two years of the initiation of the alleged violation. Failure to report a violation within the two-year period will result in the Company not pursuing the allegations in order to prevent stale claims from disrupting the ongoing business activities of Distributorships. All reports of violations must be in writing and sent to the attention of Wink Naturals’ legal department.
- I. Action Against a Seller. The Company may take action against a Seller as outlined in this Section 19 of the Seller Agreement and elsewhere in the Contract if the Company determines, in its sole discretion, that the Seller’s conduct or the conduct of any participant in the Distributorship is detrimental, disruptive, or damaging to the well-being or reputation of a Distributorship or the Company.

Section 20. Contract Changes

- A. Amendments on Thirty Days’ Notice. Wink Naturals expressly reserves the right to make any amendments or modifications to the Contract and/or the Sales Compensation Plan, upon thirty days prior written notice in Company publications, by separate mailing, or through online publication on the Company website(s). Sellers agree that thirty days after publication of that notice, any amendment or modification becomes effective and is automatically incorporated into the Contract and/ or Sales Compensation Plan, between the Company and its Sellers, as an effective and binding provision. By continuing to act as a Seller, or engaging in any Distributorship activity, including purchasing products, recruiting other Sellers, or earning commissions, after the amendments or modifications have become effective, a Seller acknowledges acceptance of the new Contract and/or Sales Compensation Plan terms.
- B. Sellers Bound by Amendments. Sellers will be bound by any amendments to this Seller Agreement, the Contract, and/or the Sales Compensation Plan upon notification of amendments through any of Wink Naturals’ official channels of communication

including the Company's website, emails, newsletters or other publications or mail to the Seller. Ordering products or accepting commission payments confirms a Seller's ongoing acceptance of the Contract and any amendments, and the agreement to be bound by the Contract.

Section 21. Successors and Claims

- A. Binding Effects and Continuing Benefits. The Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- B. Transfer of a Distributorship Position. Except as otherwise noted in this Seller Agreement a Seller may dispose of, sell, transfer, or otherwise assign his or her Distributorship assets in any manner allowed by the Contract and applicable law (including sale, gift, or bequest) with the prior written consent of the Company. Any assets that take the form of claims to compensation or satisfaction of contractual obligations, from or by the Company, will not be recognized as assets of the transferee on the records of the Company until the Company has received written notification of the transfer and has given its formal written approval. The Distributorship transferred is subject to all remedial measures under the Contract that may have arisen prior to the transfer.
1. *Upon a gift, sale, transfer, assignment or other disposition of a Distributorship, a new Distributorship is created. Notwithstanding the fact that a new Distributorship is created, the new Distributorship shall take the place of the former Distributorship organizationally. Further, unless expressly agreed to in writing by the Company, the Accounts Receivable balance, Personal Sales Volume, Loyalty Points, and enrollment date shall be retained by the former Distributorship.*
 2. *For purposes of signing up again as a Seller, a gift, sale, transfer or assignment is treated as a termination with respect to the transferor. In other words, a Seller who gifts, sells, conveys or otherwise transfers his or her Distributorship must wait six months (if Premier rank or lower) or twelve months (if Silver rank or higher) from the official termination date (or the date of the last product purchase, if earlier than the termination or transfer date) to sign up again.*
- A Seller may not sell, convey, assign, or otherwise transfer any right conveyed by the Contract to any Person or entity without the express, prior written consent of the Company. A Seller may delegate his or her responsibilities but is ultimately responsible for ensuring compliance with the Contract and applicable laws. Any Person working with or for the Seller as part of his or her Distributorship will do so only under the Seller's direct supervision.
- C. Distributorship Succession. In the event that a Seller dies or becomes incapacitated, that Seller's organization will pass to the Seller's legal successors under the appropriate laws. Successors should promptly notify the Company in writing of such an event and provide the proper documentation.
- D. Operation of the Distributorship During Succession. During the pendency of a divorce or entity dissolution, the parties must adopt one of the following methods of operation:
1. *One of the parties may, with the consent of the other(s), operate the Distributorship pursuant to an assignment in writing whereby the relinquishing*

spouse, shareholders, partners or trustees authorize the Company to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.

2. *The parties may continue to operate the Distributorship jointly on a "business-as-usual" basis, whereupon all compensation paid by the Company will be paid in the joint names of the Sellers or in the name of the entity to be divided as the parties may independently agree between themselves.*
- E. Distributorships are Indivisible. Under no circumstances will the Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will the Company split Bonus checks between divorcing spouses or Sellers of dissolving entities. The Company will recognize only one Organization and will issue only one bonus check per Distributorship per commission cycle. Checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of bonuses and the ownership of the business, the Seller may be involuntarily canceled.
- F. Court Proceedings. Sellers involved in court proceedings over the ownership or the management of a Distributorship are under obligation to inform the Court that the Distributorship is indivisible and that the Company will not divide an Organization or bonus checks. The final order must expressly assign ownership of the Distributorship.
- G. Waiting Period to Sign Up Again. If a former spouse or a former entity Seller has completely relinquished all rights in their original Distributorship, they are thereafter free to enroll under any sponsor of their choosing, so long as they meet the waiting period requirements set forth in Section 21.B. In such case, however, the former spouse or partner shall have no rights to any Sellers in their former organization or to any former customers or PMs. They must develop the new business in the same manner, as would any other new Seller.

Section 22. Miscellaneous

- A. Waiver. The waiver by Wink Naturals of any Seller's breach of any provision of the Contract must be in writing and will not be construed as a waiver of any subsequent or additional breach. The failure by the Company to exercise any right or prerogative under the Contract will not operate as a waiver of that right or prerogative.
- B. Integrated Contract
1. *The Contract is the final expression of the understanding and agreement between the Company and a Seller concerning all matters touched upon in the Contract and supersedes all prior and contemporaneous agreements of understanding (both oral and written) between the parties. The Contract invalidates all prior notes, memoranda, demonstrations, discussions, and descriptions relating to the subject matter of the Contract. The Contract may not be altered or amended except as provided therein. The existence of the Contract may not be contradicted by evidence of any alleged prior contemporaneous oral or written agreement.*

2. *Should any discrepancy exist between the terms of the Contract and verbal representations made to any Seller by any employee, the express written terms and requirements of the Contract will prevail.*
- C. **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to the Contract or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered in Provo, Utah, by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and there shall be no right or authority for any dispute, claim, question or disagreement to be arbitrated on a class action basis. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall survive any termination or expiration of the Contract. Notwithstanding this dispute resolution provision, nothing herein shall prevent Wink Naturals from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary restraining order, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Wink Naturals' interest prior to, during, or following any mediation or other proceeding.
- D. **Litigation and Claims.** In order to protect Wink Naturals, its assets, and its reputation from claims or disputes created by outside (non-Seller) third parties, the Company requires that if any Seller is charged with any infringement of any proprietary right of any outside third party (who is not a Seller) arising from any of the Company's proprietary assets, or if the Seller becomes the subject of any claim or suit related to that Seller's business-related conduct or any other action that directly or indirectly negatively affects or puts the Company, its reputation, or any of its tangible or intangible assets at risk, the affected Seller shall immediately notify the Company. The Company may, at its own expense and upon reasonable notice, take whatever action it deems necessary (including, but not limited to, controlling any litigation or settlement discussion related thereto) to protect itself, its reputation, and its tangible and intangible property. The Seller shall take no action related to that claim and suit, unless the Company consents, which consent shall not unreasonably be withheld.
- E. **Governing Law/Jurisdiction.** The parties consent to exclusive jurisdiction and venue before any federal court in Salt Lake County or any state court in Utah County, State of Utah, for purposes of seeking equitable relief and/or enforcing an award by an arbitrator or any other matter not subject to arbitration. If the law of the state in which the applicant resides prohibits consensual jurisdiction and venue provisions for purposes of arbitration and litigation, that state's law shall govern issues relating to jurisdiction and venue. Sellers agree that, notwithstanding any statute of limitation to the contrary, any claim or action a Seller may wish to bring against Wink Naturals for any act or omission relating to the Contract must be brought within one (1) year from the date of the alleged act or omission giving rise to the claim or cause of action. Failure to bring such action within the permitted time shall act as a bar against all claims against Wink Naturals for such act or omission. The Seller waives any and all claims or rights to have any other statute of limitation apply.

- F. Severance. Any provision of the Contract that is prohibited, judicially invalidated, or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of the prohibition, invalidation, or unenforceability in that jurisdiction, and only within that jurisdiction. Any prohibited, judicially invalidated or unenforceable provision of the Contract will not invalidate or render unenforceable any other provision of the Contract, nor will that provision of the Contract be invalidated or rendered unenforceable in any other jurisdiction.
- G. Force Majeure. The parties to the Contract shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, flood, fire, war or the public enemy.
- H. Headings. The headings in the Contract are for convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of the Contract.
- I. Notices. Unless otherwise provided in the Contract, any notice or other communications requested or permitted to be given under the Contract shall be in writing and shall be delivered personally, transmitted by facsimile or sent by first class, certified (or registered) or express mail, postage prepaid. Unless otherwise provided in the Contract, notices shall be deemed given when delivered personally, or if transmitted by facsimile, one day after the date of that facsimile, or if mailed, five days after the date of mailing to the address of the Company's headquarters or to the Seller's address as provided on the Seller Agreement Form, unless notice of an address change has been received by the Company. The Company shall have the right, as an alternative method of notice under this Section, to use mailers, Company websites, or other normal channels of communications with Sellers.

Exhibit A—For Georgia Residents

Notice Required by Georgia State Law Regarding Disclosures

Georgia state law requires that a multilevel distribution company shall make available certain disclosures regarding the company prior to obtaining participants. This is your official notice that you have the right to request to see these disclosures prior to entering into any agreement with a multilevel marketing distribution company. This will be your only notice you receive regarding your rights to see these disclosures. If you waive these rights, you are giving up important consumer protection that the State of Georgia has found you should be provided. If you wish to exercise these rights, please indicate below that you want to see the disclosures before agreeing to be a participant, then do not agree to become a participant until the disclosures have been made available to you.

Sign only one of the following statements:

I wish to see the disclosures required by law before I agree to become a participant.

_____ Date:

I do not wish to see the disclosures required by law; I understand that I will not be seeing important information which might affect my decision to participate in this multilevel distribution company.

_____ Date:

