

BryteLyfe, LLC

**Statement of Policies &
Procedures**

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1.0 **INTRODUCTION**

1.1 **Mutual Commitment Statement**

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

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

1.2 Code of Ethics

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

1.3 The Influencer Agreement

- a) Throughout these Policies & Procedures, when the term “Agreement” is used, it collectively refers to the most current version of the following along with any addendums or exhibits thereto: (i) Brytelyfe Policies and Procedures; and (ii) Brytelyfe Compensation Plan.
- b) It is the responsibility of the Sponsoring Influencer to provide the most current version of these Policies and Procedures (available on the Brytelyfe website), the Income Disclosure Statement, the Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto to their downline Influencer. The Income Disclosure Statement is attached as Addendum 2 and is incorporated by reference for all purposes.

1.4 Amendments to the Influencer Agreement

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

2.0 BASIC PRINCIPLES

2.1 Independent Contractor Status

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

2.2 Becoming a Brytelyfe Influencer

- a) To become an Influencer, an applicant must:
 - (i) Be of the age of majority (not a minor) in his or her state of residence;

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

2.3 New Influencer Enrollment

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

3.0 BRYTELYFE INFLUENCER RESPONSIBILITIES

3.1 Correct Address

- a) It is the responsibility of the Influencer or Customer to make sure Brytelyfe has the correct shipping address before any orders are shipped.
- b) An Influencer and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by the Brytelyfe Support Team.

3.2 Training and Leadership

- a) Sponsoring Influencers should have ongoing contact and communication with the Influencers in their downline Organizations. Examples of communication may include but are not limited to, newsletters, written correspondence, personal telephone calls, team

conference calls, voicemail, e-mail, personal meetings, training sessions, events, workshops, and any other related functions.

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

3.3 Sponsorship

- a) The Sponsor is the person who introduces an Influencer or Customer to Brytelyfe, helps them complete their enrollment, and supports and trains those in their downline.
- b) Brytelyfe recognizes the Sponsor as the name shown on an applicant's first enrollment submission to Brytelyfe.
- c) An applicant may not enroll with Brytelyfe as an Influencer without personally accepting and agreeing to the terms and conditions of the Brytelyfe Agreement.
- d) Brytelyfe recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Brytelyfe will not allow Influencers to engage in unethical sponsoring activities.

- e) All active Influencers in good standing have the right to Sponsor and enroll others into Brytelyfe. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Influencer will approach the same prospect. In this scenario, the new prospect should be Sponsored by the first Influencer who presented a comprehensive introduction to Brytelyfe products or business opportunity.
- f) In the event of a dispute regarding Sponsorship, Brytelyfe reserves the right to designate a prospect's Sponsor and all such determinations are final.

3.4 Unethical Sponsoring

- a) Unethical sponsoring activities include but are not limited to, enticing, bidding, or engaging in unhealthy competition by attempting to acquire a prospect or new Influencer away from a fellow Influencer or influencing another Influencer to transfer to a different sponsor.
- b) Allegations of unethical sponsoring must be reported in writing to the Brytelyfe Compliance Department within the first 30 days of the new Influencer enrollment in question. If the reports are substantiated, Brytelyfe may transfer the Influencer or the Influencer's downline to another Sponsor or Organization without approval from the current up-line Sponsor. Brytelyfe remains the final authority in such cases.
- c) Brytelyfe prohibits the unauthorized manipulation of the Brytelyfe Compensation Plan and/or marketing plan to trigger commissions or cause the promotion of a downline Influencer in an unearned manner (hereinafter, "Stacking."). For example, Stacking occurs when a Sponsor places the Influencer(s) under an inactive downline without the Influencer's knowledge in order to trigger unearned qualification for commissioning purposes. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense that may result in immediate termination of Accounts of all Influencers, individuals, and/or entities found to be involved.
- d) Any Influencer who solicits or entices members of another direct sales company to sell or distribute Brytelyfe products and services bears the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an Influencer alleging that they engaged in inappropriate Recruiting of another company's sales force or customers, Brytelyfe will not pay any of the Influencer's defense costs or legal fees, nor will Brytelyfe indemnify the Influencer for any judgment, award, or settlement.

3.5 Cross Sponsoring Prohibition

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

3.6 Solicitation for Other Companies or Products

- a) A Brytelyfe Influencer and/or Customer may participate in other direct sales, multilevel, network marketing, or relationship marketing businesses or marketing opportunities, as long as it is not a Competing Product as defined herein. However, during the Term of this Agreement and for six (6) months thereafter, a Brytelyfe Influencer may not recruit any fellow Brytelyfe Influencer or Customer for any other direct sales or network marketing business, unless that fellow Influencer or Customer was personally sponsored by such Influencer.
- b) The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Influencer, or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Influencer’s actions are in response to an inquiry made by another Influencer or Customer.
- c) During the term of this Agreement, any Brytelyfe Influencer must not sell or entice others to sell, any competing products or services, including training materials, to Brytelyfe Customers or Influencer. Subject to the definition of Competing Products in the Glossary below, any product or service in the same category as a Brytelyfe product or service is deemed to be competing regardless of differences in cost or quality.
- d) An Influencer may sell non-competing products or services to the Brytelyfe Customers and Influencers that they personally sponsored.
- e) An Influencer may not display or bundle Brytelyfe products or services, in sales literature, on a website, or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Influencer into believing there is a relationship between the Brytelyfe and non-Brytelyfe products and services.
- f) A Brytelyfe Influencer may not offer any non-Brytelyfe opportunity, products, or services at any Brytelyfe-related meeting, live or virtual, event, seminar, or convention that other Brytelyfe Influencers or Customers are known to be attending, or immediately following a Brytelyfe event.
- g) A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Brytelyfe and its Influencers and would inflict irreparable harm on Brytelyfe. In such event, Brytelyfe may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Influencer or such Influencer’s positions including termination, or seek immediate injunctive relief without the necessity of posting a bond in addition to any other legal remedies to which Brytelyfe may be entitled.

4.0 AGREEMENTS & GENERAL UNDERSTANDINGS

4.1 Rights Granted

- a) Brytelyfe hereby grants to the Influencer a non-exclusive right, based upon the terms and conditions contained in the Agreement to:
 - (i) Purchase Brytelyfe products and services;

- (ii) Promote and sell Brytelyfe products and services; and
 - (iii) Sponsor new Influencers and Customers in countries where Brytelyfe is currently authorized to do business or becomes authorized to do business in the future.
- b) No feature of the Compensation Plan constitutes a personal purchase requirement to become an Influencer, move up in rank, or otherwise fully participate in the Compensation Plan. No product purchase is required of anyone at any time to fully participate as an Influencer.

4.2 Brytelyfe Account Renewals and Termination of the Influencer's Brytelyfe Account Due to Nonpayment of the Monthly Renewal Fee.

- a) An Influencer must pay a membership fee upon enrolling with Brytelyfe and a membership renewal fee on a monthly basis thereafter. If an Influencer fails to pay the monthly membership renewal fee within sixty (60) days of when it is due, the Influencer's Account will be terminated and the Influencer will lose any and all rights to the Account downline Organization, and any commissions and/or bonuses associated therewith. The Influencer shall not be eligible to re-enroll with Brytelyfe as an Influencer for six (6) months following termination of the Account. Upon termination of the Account, the downline Organization will roll up to the immediate, active Upline Sponsor.
- b) If an Influencer pays the membership renewal fee after it is due but within the sixty (60) day grace period set forth in Section 4.2(a) above, the Influencer will resume the rank and positions held immediately prior to the membership renewal fee due date. However, such an Influencer's paid as level will not be restored unless that Influencer qualifies at that level in the new month. The Influencer is not eligible to receive commissions or bonuses for any part of the sixty (60) day grace period that the monthly membership renewal fee is unpaid.

4.3 Effect of Termination

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

4.4 Modifying an Influencer's Brytelyfe Account

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

4.5 Unauthorized Transfer & Re-Enrollment

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

4.6 Change of Sponsors for Influencer

- a) Sponsor changes/corrections may be requested within a period of 72 hours from the time of enrollment. Such adjustments require written permission directed to the Support Department submitted from the personal back office of the Sponsor as well as the Influencer to be moved and in some cases the Upline Influencer.
- b) Sponsor changes are generally not permitted. However, sponsor corrections can be made if they are reported to the Support Department within seventy-two (72) hours from the time of enrollment. Sponsor corrections must be requested from the Influencer's back office of the current (original) Sponsor, stating the reason that the correction needs to be made.
- c) At the discretion of Brytelyfe, Influencers who have not ordered products or services for at least twelve (12) months, and whose Account has not been terminated, are eligible to re-enroll in Brytelyfe under the Sponsor of their choice.
- d) When a former Influencer re-enrolls with Brytelyfe, Brytelyfe will "compress" (close) the Influencer's original Account and a new Brytelyfe User ID number will be issued to the Influencer. In this scenario, an Influencer does not retain former rank, downline Organization, or rights to commissions from the Influencer's former Brytelyfe business or Account.
- e) Brytelyfe reserves the right to correct Sponsor errors at any time and in whatever manner it deems necessary in its sole discretion.

4.7 Change Organizations

- a) If an Influencer wishes to change Organizations within Brytelyfe, he or she must submit a notice of voluntary termination to the Brytelyfe Customer Support Department in accordance with Section 4.8 (below) and remain inactive (place no orders or be on an auto-ship) with or in Brytelyfe for six (6) months from the receipt of the notice before being eligible to re-enroll under a different Sponsor.
- b) Brytelyfe retains the right to approve or deny any request to re-enroll after an Influencer's termination. Influencers within the same downline Organization simultaneously submitting

notices of voluntary termination to transfer Organization in accordance with Section 4.7(a) will be deemed an abuse of these Policies.

- c) If re-enrollment is approved, the former Influencer will be issued a new Brytelyfe User ID after accepting and agreeing to the terms of the Influencer Agreement in effect at that time. The re-enrolled Influencer will not be entitled to keep any former rank, downline, or rights to commissions associated with the Influencer's prior Brytelyfe User ID/Account.

4.8 Holding Bin

- a) When you personally enroll an Influencer, they are automatically placed in your Holding Bin for up to ten (10) days.
- b) The Influencer has up to ten (10) days to place the new Influencer into an open position in their tree. Upon the expiration of the ten (10) days, this option expires indefinitely. Once the Influencer in your Holding Bin has been placed, they cannot be moved again.

4.9 Voluntary Termination

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

4.10 Involuntary Termination

- a) Brytelyfe reserves the right to terminate an Influencer's position for, but not limited to, the following reasons:
 - (i) Violation of any provision of the Influencer Agreement;
 - (ii) Violation of any applicable law, ordinance, or regulation related to the Influencer's Brytelyfe business;

- (iii) Engaging in unethical business practices or violating standards of fair dealing; or
 - (iv) Returning over \$500 worth of Brytelyfe products, services, and/or sales tools for a refund within a twelve (12) month period.
 - (v) Influencer initiates, joins, or otherwise voluntarily participates in a lawsuit against Brytelyfe, its directors, officers, employees, and/or agents.
- b) Brytelyfe will notify the Influencer in writing via email, certified mail, return receipt requested, or overnight documented mail, at the Influencer's last known address of the Influencer's intent to terminate the Influencer's position and the reasons for termination. The involuntary termination will be effective date as of the written notice.
 - c) The former Influencer shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Brytelyfe products or services. Brytelyfe will notify the active Upline Sponsor within ten (10) days after termination. The Organization of the terminated Influencer will "roll up" to the active Upline Sponsor on record.
 - d) The Influencer who is involuntarily terminated by Brytelyfe may not re-enroll as an Influencer, either under his or her present name or any other name or Business Entity, without the express written consent of an officer of Brytelyfe, following a review by the Brytelyfe Compliance Committee. If such consent is granted, the Influencer may not re-enroll as an Influencer for twelve (12) months following the date of termination.

5.0 BUSINESS ENTITIES

5.1 Definition

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

5.2 Indemnification for Actions

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

5.3 Insurance

- a) Brytelyfe encourages Influencers to obtain insurance coverage for their Brytelyfe business. A homeowner's insurance policy does not cover business-related injuries, or the theft of, or damage to, inventory or business equipment. Influencers should contact their insurance

agent to make certain their business property is protected. In many instances, this may be accomplished with a “Business Pursuit” endorsement to an existing homeowner’s policy.

6.0 POLICY VIOLATIONS

6.1 Reporting Policy Violation

- a) An Influencer who observes a violation of these Policies and Procedures by another Influencer or Customer should submit any such violation(s) to the Brytelyfe Compliance Department via email to support@brytelyfe.com. The email should include:
 - (i) The nature of the violation(s);
 - (ii) Specific facts to support the allegations;
 - (iii) Dates;
 - (iv) Number of occurrences;
 - (v) Persons involved; and
 - (vi) Supporting documentation.
- b) The Compliance Department will investigate the reported violations(s) and Brytelyfe will take appropriate action if warranted.

6.2 Adherence to the Brytelyfe Compensation Plan

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

6.3 Adherence to Laws and Ordinances

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

6.4 Compliance with Applicable Income Tax Laws

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

6.5 One Brytelyfe Business Influencer

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

6.6 Actions of Household Members or Affiliated Parties

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

6.7 Identification Numbers and Pay-Out

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

6.8 Sell, Assign, or Delegate Ownership

- a) In order to preserve the integrity of the hierarchical structure, it is necessary for Brytelyfe to place restrictions on the transfer, assignment, or sale of an Influencer's Brytelyfe Account and business associated therewith.
- b) An Influencer may not sell, assign, or transfer his or her rights or delegate his or her Account as an Influencer without Brytelyfe's prior written approval, which will not be unreasonably withheld. All parties involved in any transaction described in Section 6.8 must be in good standing with Brytelyfe to be eligible for any proposed sale, assignment, or transfer. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Brytelyfe.
- c) Any approved buyer/assignee/transferee shall assume the position of the Influencer at the current qualified title but at the current "paid as" rank, at the time of the sale and acquires the Influencer's downline Organization.
- d) To the sale, transfer, or assignment of a Brytelyfe position, an Influencer must request a "Sale/Transfer of Position Form" from Brytelyfe's Support Department and submit the following items to Brytelyfe's Compliance Department:
 - (i) a fully executed, dated, and properly completed Brytelyfe Sale/Transfer of Position Form;
 - (ii) a fully executed, dated, and notarized agreement between the Influencer and the proposed buyer/transferee/assignee; and.
 - (iii) any additional supporting documentation requested by Brytelyfe.
- e) Any debt obligations that any party involved in the proposed transaction may have with Brytelyfe must be satisfied in full prior to the approval of the sale, transfer, or assignment.
- f) An Influencer who sells, transfers, or assigns his/her/ Brytelyfe's position is not eligible to re-enroll as a Brytelyfe Influencer in any organization for six (6) full calendar months following the date of the sale, transfer, or assignment except as otherwise expressly permitted by these Policies and Procedures.

6.9 Separating a Brytelyfe Business

- a) Pending a divorce or dissolution of a Business Entity, the parties must adopt one of the following methods of operation:
 - (i) One of the parties may, with the written consent of the other(s), operate the Brytelyfe business whereby the relinquishing Spouse, shareholder, partner, member, or trustee ("Relinquishing Party") authorize Brytelyfe to deal directly and solely with the non-Relinquishing Party.
 - (ii) The parties may continue to operate the Brytelyfe business jointly on a "business as usual" basis. All compensation paid by Brytelyfe will be paid into the Individual(s) or Business Entity named as the Influencer on the Account and the Influencer shall

indemnify Brytelyfe from any and all claims of any other party with respect to the Brytelyfe business and Account and any payment(s) made in connection therewith.

- b) Brytelyfe recognizes only one downline Organization and will issue only one commission payment transfer per Brytelyfe Account per commission cycle. Under no circumstances will the downline of an Organization be divided, nor will Brytelyfe split commissions and/or bonuses.
- c) If a Relinquishing Party has completely relinquished, in writing, all rights to the original Brytelyfe business and Account, the Relinquishing Party may immediately thereafter re-enroll under the Sponsor of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Influencer or active Customer in the former Organization, and must develop a new business in the same manner as any other new Brytelyfe Influencer. An Influencer in the Relinquishing Party's former Downline who wishes to transfer to the Relinquishing Party's new Organization or to any other Organization must comply with the requirements in Section 4.0.

6.10 Succession

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

- f) To complete a transfer of the Brytelyfe business because of incapacity, the Successor must provide the following to the Brytelyfe Compliance Department:
 - (i) A notarized copy of an appointment as trustee;
 - (ii) A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Brytelyfe business; and
 - (iii) An Influencer Agreement accepted and agreed to by the trustee in writing.
- g) If the Successor is already an existing Influencer, Brytelyfe will allow such Influencers to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Influencer must have compressed (if applicable), sold, or otherwise transferred either the existing position or the inherited position.
- h) If the Successor wishes to terminate the Brytelyfe position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- i) Upon written request, Brytelyfe may grant a one (1) month bereavement waiver and payout at the last "paid as" rank.

7.0 DISCIPLINARY ACTIONS

7.1 Imposition of Disciplinary Action - Purpose

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

7.2 Consequences and Remedies of Breach

- a) Disciplinary actions may include one or more of the following:
 - (i) Monitoring an Influencer's conduct over a specified period of time to assure compliance;
 - (ii) Alerting the Influencer's Upline so that the Upline may further educate the Influencer and/or take proactive action to protect the Brytelyfe community from cross-Recruiting, disparagement, etc.;
 - (iii) Issuance of a written warning or requiring the Influencer to take immediate corrective action;
 - (iv) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Brytelyfe

receives adequate additional assurances from the Influencer to ensure future compliance;

- (v) Suspension from participation in Brytelyfe or Influencer events, rewards, or recognition;
- (vi) Suspension of the Influencer's Account and position for one or more pay periods;
- (vii) Involuntary termination of the Influencer's Account and position;
- (viii) Any other measure which Brytelyfe deems feasible and appropriate to justly resolve injuries caused by the Influencer's violation(s); or
- (ix) Legal proceedings for monetary or equitable relief.

7.3 Suspension Procedures

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

warning, and suspension and commissions forfeiture before proceeding to termination of the Influencer's Account. Brytelyfe will notify the Influencer in writing if/when the Account is terminated.

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

8.0 DISPUTE RESOLUTION

8.1 Grievances Against Another Influencer

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

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

8.2 Mediation Disputes Between an Influencer and Brytelyfe

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

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

8.3 Severability

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

8.4 Waiver

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

8.5 Governing Law

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

8.6 Class Action Waiver

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

- c) As a Brytelyfe Influencer and/or Customer, I agree that I will not assert class or collective action claims against Brytelyfe in arbitration, court, or otherwise, nor will I join or serve as a member of a class or collective action in arbitration, court or otherwise.
- d) As an Influencer and/or Customer, I understand that this means that there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action by me or Brytelyfe.

9.0 PAYMENT OF COMMISSIONS & BONUSES

9.1 Bonus and Commission Qualifications

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

9.2 Computation of Commissions and Discrepancies

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

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

- a) An Influencer receives bonuses and commissions based on the actual sales of Brytelyfe products and services to end consumers and to Influencers through product and service purchases. When a product or service is returned to Brytelyfe for a refund from the end consumer or by an Influencer, the bonuses and commissions attributable to the returned

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

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

10.0 ORDERING PRODUCT

10.1 General Product Ordering Policies

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

10.2 Sales to Customers

- a) Sales to retail Customers may be done directly through an Influencer’s replicated website or directly using product that Brytelyfe has in inventory.
- b) Influencers will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded consumers under applicable consumer protection legislation.

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

10.3 Insufficient Funds

- a) All electronic payments that are declined for insufficient funds will be automatically resubmitted for payment.
- b) Any outstanding balance owed to Brytelyfe by an Influencer or Customer of an Influencer from NSF (non-sufficient funds) or insufficient fund ("ACH") fees, will be withheld by Brytelyfe from that Influencer's future bonus and commission funds.
- c) All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Influencer, constitute grounds for disciplinary sanctions or termination of the account.
- d) If a credit card order or automatic debit is declined the first time, the Customer or Influencer will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a second time, the Customer or Influencer may be deemed ineligible to purchase Brytelyfe products or services or participate in the monthly Autoship.

10.4 Credit Card Purchases

- a) Credit card purchases may only be made by the individual or Business Entity whose name and address are on the credit card. An Influencer or Customer may not use another individual's or Business Entity's credit card to purchase Brytelyfe products (regardless of whether that Influencer/Customer has permission from that individual/entity to do so). Brytelyfe considers such transactions fraudulent and will report them to the proper authorities for settlement.
- b) Under no circumstance will any Influencer or Customer charge back any credit card purchases. The Influencer or Customer Account associated with any credit card chargeback request will be terminated immediately without notice to the Influencer or Customer.
- c) All Influencer or Customer requests for refunds or returns must be done in accordance with these Policies.

10.5 Sales Tax Obligation

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

10.6 Refund Policy

- a) Brytelyfe Customers:
 - (i) If within the first thirty (30) days you are not satisfied with the product you must contact support@brytelyfe.com to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. After thirty (30) days and up to ninety (90) days post-purchase, you must support@brytelyfe.com to return the remaining sellable portion of the product for a full refund, minus shipping and handling charges incurred. Because Brytelyfe cannot guarantee the quality of Brytelyfe products that are sold to Customers by non-Influencers, Brytelyfe's Refund Policy is not available for products that Customers purchase from anyone other than an Influencer or Brytelyfe directly or that are purchased in any unauthorized channel.
- b) Brytelyfe Influencer:
 - (i) If within the first thirty (30) days of the original purchase, you are not satisfied with the product, you must contact support@brytelyfe.com to return the unused portion of the product for a full refund, minus shipping and handling charges. Your Influencer account will then be subject to six (6) months suspension.
 - (ii) Between thirty (30) and ninety (90) days, if you are not 100% satisfied with our products or are unable to sell them, you may return the items for a refund if the products are in a resalable condition. (*Resaleable condition means in sealed enclosed boxes with wrapper intact.) The refund shall be 70% percent of the original price for all returned products. Any shipping and handling charges incurred will not be refunded.
 - (iii) If you receive a product that is damaged or otherwise defective, you may return the product within thirty (30) days of receipt for a full refund or replacement product.
- c) Terminated Influencers. If a terminated Influencer has purchased Brytelyfe products, Brytelyfe will issue a refund or credit for any products purchased by the Influencer if: (i) the product is in Resalable condition; (ii) the Resalable product is returned to Brytelyfe within twenty (20) days from the date of termination; and (iii) the Influencer provides proof the

product was purchased within twelve (12) months preceding the date of termination. [Note: the twelve (12) month requirements not applicable to residents of Maryland, Wyoming, Massachusetts, and Puerto Rico]. Refunds are subject to a ten percent (10%) handling fee. Shipping costs are not refundable.

- d) Problems with Shipments: If within thirty (30) days of the reported expected product delivery date, an Influencer does not notify support@brytelyfe.com of a problem with the receipt of the Influencer's order, including but not limited to, failure to receive the product, improper sealing, damage to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given.
- e) All purchases are charged and refunded in U.S. Dollars. All returns, refunds, and exchanges will also be refunded or exchanged in U.S. Dollars. Brytelyfe is not responsible for fluctuating exchange rates.

10.7 Return Process

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

11.0 BRYTELYFE OPPORTUNITY

11.1 Presentation of Compensation Plan

- a) In presenting the Brytelyfe business opportunity, an Influencer is required to:
 - (i) present a copy of the Brytelyfe Income Disclosure Statement;
 - (ii) refrain from misquoting or omitting any material fact about the Compensation Plan;

- (iii) clearly explain that the Compensation Plan is based upon sales of Brytelyfe products and services;
- (iv) not make income projections, claims, or guarantees while presenting or discussing the Brytelyfe opportunity or Compensation Plan to prospective Influencers or Customers;
- (v) inform all prospective Influencers that success requires substantial work;
- (vi) not make any unsubstantiated claims regarding products or services of any products offered by Brytelyfe, except those contained in official Brytelyfe literature.
- (vii) not use official Brytelyfe material to promote the Brytelyfe business opportunity in any country where Brytelyfe is not duly authorized to conduct business.

11.2 Sales Requirements Are Governed by the Compensation Plan

- a) The Brytelyfe program is built on sales to the ultimate consumer or end-user. Brytelyfe encourages its Influencers to only purchase inventory, in reasonable quantities, that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Influencers must never attempt to influence any other Influencers to buy more products than they can reasonably use or sell to retail Customers in a month.
- b) Each Brytelyfe Influencer commits to personally use, sell, or use in business building at least seventy percent (70%) of every order placed with Brytelyfe prior to placing another order, and must be able to certify as much if demanded by Brytelyfe or by any regulatory agency. Purchasing product solely for the purpose of collecting bonuses or achieving rank is strictly prohibited. Brytelyfe retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

12.0 PROPRIETARY INFORMATION & TRADE SECRETS

12.1 Reports

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

12.2 Obligation of Confidentiality

- a) During the term of the Brytelyfe Influencer Agreement and for a period of two (2) years after the termination or expiration of the Influencer Agreement between the Influencer and Brytelyfe, the Influencer shall not:
 - (i) Use the information in the Reports to compete with Brytelyfe or for any purpose other than promoting his or her Brytelyfe business;

- (ii) Use or disclose to any person or entity any confidential information contained in the reports, including disclosure or use to replicate or attempt to replicate the Influencers' Upline and/or downline Organization genealogy in another network marketing Brytelyfe.

12.3 Breach and Remedies

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

12.4 Return of Materials

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

13.0 PRIVACY POLICY

13.1 Introduction

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

13.2 Expectation of Privacy

- a) Brytelyfe recognizes and respects the importance its Customers and Influencers place on the privacy of their financial and personal information. Brytelyfe will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers', and Influencers' financial and account information and nonpublic personal information.
- b) By entering into the Influencer Agreement, an Influencer or Customer authorizes Brytelyfe to disclose his or her name and contact information to Upline Influencers solely for activities related to the furtherance of the Brytelyfe business. An Influencer hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her downline Organization and conducting the Brytelyfe business.

13.3 Employee Access to Information

- a) Brytelyfe limits the number of employees who have access to Customers' and Influencers' nonpublic personal information.

13.4 Restrictions on the Disclosure of Account Information

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

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

14.1 Inspection, Product Care, and Quality Controls

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

14.2 Labeling, Packaging, and Displaying Products

- a) A Brytelyfe Influencer and/or Customer may not re-label, re-package, refill, or alter labels of any Brytelyfe product, or service, information, materials, or program(s) in any way. Brytelyfe products must only be sold in their original containers from Brytelyfe. Such re-labeling or re-packaging violates federal law, which may result in criminal or civil penalties or liability.
- b) A Brytelyfe Influencer shall not cause any Brytelyfe product or service or any Brytelyfe trade name to be sold or displayed in retail establishments except:
 - (i) Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas, and beauty salons);
 - (ii) Where the retail establishment is owned or managed by the Brytelyfe Influencer and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.

- c) An Influencer may sell Brytelyfe products and services and display the Brytelyfe trade name at any appropriate display booth (such as trade shows, expositions, conferences, etc.) with the express written consent of Brytelyfe.
- d) An Influencer or Customer is prohibited to sell Brytelyfe products and services and display the Brytelyfe trade name, trademark, or service mark at any kiosk or booth located in any retail establishment, such as a mall or retail facility.
- e) Brytelyfe reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Brytelyfe opportunity.

14.3 Use of Brytelyfe Names and Protected Materials

- a) A Brytelyfe Influencer must safeguard and promote the good reputation of Brytelyfe and the products and services it markets. The marketing and promotion of Brytelyfe, the Brytelyfe business opportunity, the Compensation Plan, and Brytelyfe products and services will be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct and practices.
- b) All promotional materials supplied or created by Brytelyfe must be used in their original form and cannot be changed, amended, or altered, except with prior written approval from the Brytelyfe Compliance Department.
- c) The name of Brytelyfe, each of its product and service names, and other names that have been adopted by Brytelyfe, in connection with its business are proprietary trade names, trademarks, and service marks of Brytelyfe. As such, these marks are of great value to Brytelyfe and are supplied to Influencers for their use only in an expressly authorized manner.
- d) A Brytelyfe Influencer's use of the name "Brytelyfe" is restricted to protect Brytelyfe proprietary rights, ensuring that the Brytelyfe protected names will not be lost or compromised by unauthorized use. Use of the Brytelyfe name on any item not produced by Brytelyfe is prohibited except as follows:
 - (i) [Influencer's name] Independent Brytelyfe Influencer.
 - (ii) [Influencer's name] Independent Influencer of Brytelyfe products and services.
- e) Further procedures relating to the use of the Brytelyfe name are as follows:
 - (i) All stationary (i.e., letterhead, envelopes, and business cards) bearing the Brytelyfe name or logo intended for use by the Brytelyfe Influencer must be submitted via email to the Brytelyfe Compliance Department for approval. Submit to; support@brytelyfe.com.
 - (ii) Brytelyfe Influencers may list "Independent Brytelyfe Influencer" in the white pages of the telephone directory under his or her own name.
 - (iii) Brytelyfe Influencers may not use the name Brytelyfe in answering his or her telephone, creating a voice message, or using an answering service, such as to give

the impression to the caller that they have reached the corporate office. They may state, "Independent Brytelyfe Influencer."

- f) Certain photos and graphic images used by Brytelyfe in its advertising, packaging, and websites are the results of paid contracts with outside vendors that do not extend to Influencers. If an Influencer wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- g) A Brytelyfe Influencer shall not appear on or make use of television or radio or make use of any other media to promote or discuss Brytelyfe or its programs, products, or services without prior written permission from the Brytelyfe Compliance Department.
- h) An Influencer may not produce for sale or distribution any Brytelyfe event or speech, nor may an Influencer reproduce Brytelyfe audio or video clips for sale or for personal use without prior written permission from the Brytelyfe Compliance Department.
- i) Brytelyfe reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Influencer.
- j) Influencer shall not promote non-Brytelyfe products or services in conjunction with Brytelyfe products or services on the same social media site or same advertisement without prior approval from Brytelyfe Compliance Department.
- k) Claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by Brytelyfe may not be made except those contained in official Brytelyfe literature. In particular, no Influencer may make any claim that Brytelyfe products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such unsubstantiated claims violate Brytelyfe policies, but they also potentially violate federal and provincial laws and regulations.
- l) An Influencer and/or Customer may not make any unsubstantiated claims regarding products or services of any products offered by Brytelyfe, except those contained in official Brytelyfe literature.

14.4 Faxes and E-mail - Limitations

- a) Except as provided in this section, an Influencer may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages, or "spamming" that advertises or promotes the operation of his or her Brytelyfe business. The exceptions are:
 - (i) E-mailing any person who has given prior permission or invitation;
 - (ii) E-mailing any person with whom the Influencer has established a current business or personal relationship.
- b) In all states or the U.S. or International territories where prohibited by law, an Influencer may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer, or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular

telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.

- c) All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
 - (i) A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
 - (ii) A clear return path or routing information;
 - (iii) The use of legal and proper domain name;
 - (iv) A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
 - (v) Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
 - (vi) The true and correct name of the sender, valid sender’s fax or e-mail address, and a valid sender physical address;
 - (vii) The date and time of the transmission; and
 - (viii) Upon notification by the recipient of his or her request not to receive further faxed or e-mailed documents, a Brytelyfe Influencer shall not transmit any further documents to that recipient.
- d) All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
 - (i) Use of any third-party domain name without permission; and
 - (ii) Sexually explicit materials.

14.5 Internet and Third-Party Website Restrictions

- a) An Influencer and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell, or advertise their Brytelyfe business without Brytelyfe’s express written approval. An Influencer and/or Customer is prohibited to use or attempt to register any of Brytelyfe’s trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Brytelyfe name, or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.
- b) A Brytelyfe Influencer and/or Customer may not (directly or indirectly through any intermediary or instrumentality) advertise, offer for sale, or facilitate the offering for sale of any Brytelyfe products or services or offer the Business Opportunity on any online auction websites, internet retailer sites, or online marketplace websites. Examples of such sites include but are not limited to, eBay®, Amazon, Facebook Marketplace, Sears.com,

Jet.com, Walmart.com, and Etsy. This obligation survives the termination of an Influencer's Agreement with Brytelyfe.

- c) Social Media sites may be used to sell or offer to sell Brytelyfe products or services. PROFILES A INFLUENCER OR CUSTOMER GENERATES IN ANY SOCIAL COMMUNITY WHERE BRYTELYFE IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE INFLUENCER AS AN INDEPENDENT BRYTELYFE INFLUENCER, and when an Influencer and/or Customer participates in those communities, Influencers and/or Customers must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Brytelyfe's sole discretion, and the offending Influencer and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Brytelyfe-approved library, official Brytelyfe website, or social media outlet. If a link is provided, it must link to the posting Influencer's Replicated website.
- d) Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Influencers will be subject to disciplinary action.
- e) Influencers and/or Customers may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Influencers or Customers create, or leave must be useful, unique, relevant, and specific to the blog's article.
- f) Influencers and/or Customers must disclose their full name on all Social Media postings and conspicuously identify themselves as an Independent Brytelyfe Influencer for Brytelyfe. Anonymous postings or the use of an alias is prohibited.
- g) Postings that are false, misleading, or deceptive are prohibited. This includes but is not limited to, false or deceptive postings relating to the Brytelyfe business opportunity or income therewith, Brytelyfe's products and services, and/or your biographic information and credentials.
- h) Influencers and/or Customers are personally responsible for their postings and all other online activity that relates to Brytelyfe. Therefore, even if an Influencer does not own or operate a blog or Social Media site if an Influencer and/or Customer posts to any such site that relates to Brytelyfe or which can be traced to Brytelyfe, the Influencer is responsible for the posting. Influencer and/or Customer are also responsible for postings that occur on any blog or Social Media site that the Influencer and/or Customer owns, operates, or controls.
- i) As a Brytelyfe Influencer, it is important to not converse with any person who places a negative post against you, other Influencers, or Brytelyfe. Report negative posts to Brytelyfe at support@brytelyfe.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Brytelyfe, and therefore damages the reputation and goodwill of Brytelyfe.
- j) The distinction between a Social Media site and a website may not be clear-cut because some Social Media sites are particularly robust, Brytelyfe, therefore, reserves the sole and exclusive right to classify certain Social Media sites as third-party websites which are herein prohibited.

- k) If your Brytelyfe business is canceled for any reason, you must discontinue using the Brytelyfe name, and all of Brytelyfe's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent Brytelyfe Influencer, you must conspicuously disclose that you are no longer an Independent Brytelyfe Influencer.
- l) Failure to comply with these Policies for conducting business online may result in the Influencer losing their right to advertise and market Brytelyfe products, services, and Brytelyfe's business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.
- m) Influencers are prohibited from selling Brytelyfe products to individuals or entities that they know or should know, intend to resell the products. Influencers must sell Brytelyfe products only to end-user customers, and Influencers shall not sell to any person any quantity of Brytelyfe products greater than that generally purchased by an individual for personal use. Influencers must take reasonable steps to ensure that they do not violate these prohibitions.

14.6 Advertising and Promotional Materials

- a) You may not advertise any Brytelyfe products or services at a price LESS than the highest Brytelyfe published, established retail price of ONE offering of the Brytelyfe product or service plus shipping, handling, and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through Brytelyfe.
- b) Advertising and all forms of communications must adhere to principles of honesty and propriety.
- c) All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Brytelyfe Compliance Department.
- d) All requests for approvals with respect to advertising must be directed in writing to the Brytelyfe Compliance Department.
- e) Brytelyfe reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Influencer.

14.7 Testimonial Permission

- a) By agreeing to the Brytelyfe Influencer Agreement, an Influencer gives Brytelyfe permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio, and video. In consideration of being allowed to participate in the Brytelyfe business opportunity, an Influencer waives any right to be compensated for the use of his or her testimonial or image and likeness even though Brytelyfe may be paid for items or sales materials containing such image and likeness and

represents that any testimonial represents Influencer's current, original, honest opinion, thoughts, beliefs, findings or experiences, based on Influencer's actual experience with Brytelyfe and any stated use of Brytelyfe products and/or services, and agrees to notify Influencer immediately of any changes in the views expressed in the testimonial. In some cases, an Influencer's testimonial may appear in another Influencer's advertising materials. If an Influencer does not wish to participate in Brytelyfe sales and marketing materials, he or she should provide a written notice to the Brytelyfe Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

14.8 Telemarketing - Limitations

- a) A Brytelyfe Influencer must not engage in telemarketing in relation to the operation of the Influencer's Brytelyfe business. The term "telemarketing" means the placing of one or more telephone calls, text messages, emails, or facsimile transmissions to an individual or entity to induce the purchase of Brytelyfe products or services or to recruit them for the Brytelyfe opportunity.
- b) The federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on the national "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future.
- c) While an Influencer may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Influencer to violate the law. These regulations must not be taken lightly, as they carry significant penalties.
- d) "Cold calls" or unsolicited calls/texts/emails/faxes made to prospective Customers or Influencers in order to promote Brytelyfe products, services, or the Brytelyfe business opportunity is considered telemarketing and is prohibited.
- e) Exceptions to Telemarketing Regulations. A Brytelyfe Influencer may place telephone calls or faxes to prospective Customers, or Influencers under the following limited situations:
 - (i) If the Influencer has an established current business relationship with the prospect;
 - (ii) In response to the prospect's personal inquiry or application regarding a product or service offered by the Brytelyfe Influencer, within 3 months immediately before the date of such a call/fax;
 - (iii) If the Influencer receives written and signed permission from the prospect authorizing the Influencer to call/fax;
 - (iv) If the call/fax is to family members, personal friends, and acquaintances. However, if an Influencer makes a habit of collecting business cards from everyone, he/she meets and subsequently calls/faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption; and

- (v) Brytelyfe Influencer engaged in calling “acquaintances,” must make such calls/faxes on an occasional basis only and not as a routine practice.
- f) An Influencer shall not use automatic telephone dialing systems in the operation of his or her Brytelyfe businesses.
- g) Failure to abide by Brytelyfe’s policies or federal regulations regarding telemarketing may lead to sanctions against the Influencer, up to and including termination of the Influencer’s Brytelyfe Account.
- h) By enrolling as an Influencer, or by accepting commissions, other payments, or awards from Brytelyfe, an Influencer gives permission to Brytelyfe and other Influencers to contact them as permitted under the Federal Do Not Call regulations.
- i) In the event, an Influencer violates this section, Brytelyfe reserves the right to institute legal proceedings to obtain monetary or equitable relief.

15.0 INTERNATIONAL MARKETING

15.1 International Marketing Policy

- a) A Brytelyfe Influencer is authorized to sell Brytelyfe products and services, to Customers and Influencers only in the countries in which Brytelyfe is authorized to conduct business, according to the Policies and Procedures of each country. Brytelyfe Influencers may not sell products or services in any country where Brytelyfe products and services have not received applicable government authorization or approval.
- b) An Influencer may not, in any unauthorized country, conduct sales, enrollment, or training meetings, enroll or attempt to enroll potential Customers or Influencers, nor conduct any other activity for the purpose of selling Brytelyfe products and services, establishing a sales organization, or promoting the Brytelyfe business opportunity.

16.0 AUTOSHIP CANCELLATION

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

17.0 SHIPPING POLICY

- a) All orders are processed within 2-3 business days.
- b) Orders are not shipped or delivered on weekends or holidays.

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

GLOSSARY OF TERMS

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

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

ACTIVE INFLUENCER: An influencer who is in good standing with respect to the Influencer Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

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

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

CUSTOMER: Any person who purchases Brytelyfe products and does not enroll as a Brytelyfe Influencer.

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

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

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

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

ORGANIZATION OR DOWNLINE: The Customers and Influencers placed below a particular Influencer.

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

PLACEMENT: An influencer's position inside his or her Sponsor's organization.

RECRUIT, RECRUITMENT & RECRUITING: Actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Influencer or Customer to enroll or participate in any direct sales or network marketing opportunity. Recruitment includes but is not limited to messaging, posting, friending, or otherwise contacting known Influencers and/or Customers of Brytelyfe on social media (e.g., Facebook, Instagram, etc.) to discuss another direct sales or network marketing opportunity. The conduct described in this paragraph is Recruitment even if the Influencer's actions are in response to an inquiry made by another Influencer or Customer

RESALABLE: Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labeling have not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current Brytelyfe labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

SPONSOR: An influencer who enrolls a Customer or other Influencers into Brytelyfe and is listed as the Sponsor.

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

UPLINE: This term refers to the Influencer(s) above a particular Influencer in a Sponsorship line up to the Brytelyfe. It is the line of Sponsors that link any particular Influencer to Brytelyfe.

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

ADDENDUM 1

BryteLyfe **Compensation Plan**

ADDENDUM 2
INCOME DISCLOSURE
STATEMENT

INCOME DISCLOSURE STATEMENT

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

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