



Nature's Frequencies

Policies & Procedures

EFFECTIVE DATE 2.1.22



Nature's Frequencies Policies & Procedures

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SECTION 1 - INTRODUCTION

It's That Cool, LLC, doing business as "Nature's Frequencies" (also hereinafter referred to as "Company") is a Direct Sales company that markets home, health and wellness products through its Independent Brand Partners.

Nature's Frequencies Policies & Procedures, Brand Partner Application, Brand Partner Agreement, Terms & Conditions, Shipping Policy, Return Policy, SmartShip Autoship Terms of Sale, Privacy Policy, Trademark Policy and all other agreements and policies may hereinafter be collectively referred to as "Agreements."

1.1 Policies & Procedures Purpose

This Policies & Procedures Manual is provided by Nature's Frequencies to clearly define the relationship that exists between the Company and its Independent Brand Partners, as well as to explicitly set the standards for acceptable business conduct.

The terms and guidelines set forth in this Policies & Procedures Manual are designed to help ensure a uniform high standard of business practices, ethics and excellence for all Nature's Frequencies Independent Brand Partners.

1.2 Policies & Procedures Effective Date & Term

The terms set forth in this Policies & Procedures Manual will become effective as of **February 1, 2022** ("Effective Date") and supersede any prior Policies & Procedures which cease to have any force or effect from this date forward.

The terms set forth in this Policies & Procedures Manual will remain in effect unless or until a Brand Partner terminates their membership with Nature's Frequencies, except for those policies that are required to continue to protect the Company, the Brand and its existing Brand Partners.

1.3 Policies & Procedures Legal Compliance

Nature's Frequencies Brand Partners are required to comply with all of the terms and conditions set forth in this Policies & Procedures Manual, their Designated Brand Partner Agreement, which may be the Brand Partner Agreement and all other published policies and agreements implemented now and in the future.

An electronic or written signature on all Nature's Frequencies Brand Partner Agreements acknowledges that a Brand Partner has reviewed and has agreed to abide by the terms set forth in that agreement, the Policies & Procedures Manual and all other published policies. It is the responsibility of each Brand Partner to read, understand and comply with all the terms set forth in all Nature's Frequencies policies.

To be sure Brand Partners are operating under the most recent version of the Company agreements and policies, the agreements and policies should only be accessed directly from the Company. No copies of any agreement or policy should be stored in another location or shared from any other source or individual.

Brand Partners further understand that failure to comply with the terms set forth in the Company's agreements and policies may result in disciplinary action, including, but not limited to, fines, temporary suspension of earnings or termination of their Brand Partner Membership Account. [See Disciplinary Action Section]

1.4 Policies & Procedures Amendments

Nature's Frequencies reserves the right to amend all policies and agreements as deemed necessary, at its sole discretion, without recourse, including, but not limited to, this Policies & Procedures Manual, all Brand Partner Agreements and all other published policies and agreements.



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All changes are considered effective immediately upon date of final revision and publication. Brand Partners will be notified regarding changes to any policy via electronic mail (e-mail), the Company website and/or other Company communication channels.

The continuation of a Brand Partner's business or acceptance of earnings from Nature's Frequencies constitutes acceptance of any and all amendments.

SECTION 2 – BRAND PARTNER MEMBERSHIP

Nature's Frequencies offers an Independent Brand Partner Membership to allow individuals to earn commissions and bonuses by referring Customers and Brand Partners to the Company who purchase Nature's Frequencies Products.

2.1 Brand Partner Membership Benefits

Nature's Frequencies offers many membership benefits to its Independent Brand Partners, but not limited to, the opportunity to earn commissions and bonuses by: (1) promoting and selling Nature's Frequencies products to Customers; and (2) sponsoring Brand Partners who promote and sell Nature's Frequencies products to Customers.

2.1.1 Training & Support

Nature's Frequencies provides training, support and motivation to its Brand Partners to help them start and build their Nature's Frequencies business, including, but not limited to, product knowledge, sales and marketing skills and best business practices. This training, support and motivation is provided by the Company on their website, website back office, mobile app, emails, events and more.

2.1.2 Sales & Marketing Tools & Resources

Nature's Frequencies provides pre-approved sales and marketing tools and resources, including, but not limited to, websites, apps, systems and printed materials, to its Brand Partners to help them promote Nature's Frequencies products in alignment with its Brand and in compliance with its policies as set forth in this Policies & Procedures Manual, Brand Partner Agreement and all other published policies and agreements.

2.1.3 Incentives & Promotions

Nature's Frequencies provides promotional incentive contests, achievement and recognition programs and events to motivate, recognize and reward its Brand Partners for their achievements and success. All promotions, incentives, contests, achievement and recognition programs are based on product sales.

2.2 Brand Partner Support

Nature's Frequencies agrees to provide prompt, professional and courteous customer service and support to its Brand Partners and their Customers.

2.3 Brand Partner Rights

Nature's Frequencies grants a non-exclusive right to its Brand Partners to purchase, promote and sell Nature's Frequencies products to consumers within the terms set forth in this Policies & Procedures Manual, its Brand Partner Agreement and all other policies and agreements.

Nature's Frequencies also grants a non-exclusive right to its Brand Partners to sponsor other Brand Partners, which includes Brand Partners, to build a sales team of people who want to purchase, promote and sell Nature's Frequencies products within the terms set forth in this Policies & Procedures Manual, Brand Partner Agreement and all other policies and agreements.

2.4 Brand Partner Relationship

Nature's Frequencies Brand Partners are independent contractors and not employees, partners, joint venture partners or purchasers of a franchise, agency or business opportunity in any manner.



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Brand Partners establish their own goals, hours and methods of operation as long as they maintain compliance with applicable city, state and federal laws and the terms of all Nature's Frequencies' policies, including, but not limited to, the terms set forth in this Policies & Procedures Manual, Brand Partner Agreement and all other published policies and agreements. Therefore, a Brand Partner's success depends solely on their own efforts.

Since Brand Partners are independent contractors, they are solely responsible for paying taxes on all compensation earned as a Brand Partner including local, state and federal taxes as governed by the applicable tax laws of their jurisdiction.

Brand Partners have no express or implied authority to bind Nature's Frequencies to any obligation or to make any commitments by or on behalf of the Company.

Brand Partners are required to clearly and prominently identify themselves on all advertising, marketing, documents, correspondence and any other resource related to the Company as a "Nature's Frequencies Brand Partner" or "Nature's Frequencies Independent Brand Partner" to make it clear that they are not an officer or employee of the Company.

Brand Partners are required to use the designated logo exclusively for Brand Partners with the "Brand Partner" title embedded in the logo design to clearly identify them as independent Brand Partners.

Nature's Frequencies strictly prohibits Brand Partners from creating their own sales and marketing promotions, materials and websites. However, should a Brand Partner fail to follow the strict advertising and marketing policies set forth by the Company, the Brand Partner will be fully responsible for their own verbal and written communications made regarding Nature's Frequencies' Products, Direct Sales Opportunity or Lifestyle Rewards Plan that are not expressly contained within official Company materials and failure to comply will result in disciplinary action.

2.5 Brand Partner Membership Enrollment [See Lifestyle Rewards Plan]

Nature's Frequencies offers a Brand Partner Membership which includes one (1) business center for one (1) year which allows you to earn commissions and bonuses on the sale of Nature's Frequencies products and provides you with the tools and resources you need to run a business, including a replicated marketing and ecommerce website and a back-office business management center that includes marketing, training and support resources.

Brand Partner Membership Options

Option 1: Pay an annual Membership Fee of \$35. No products are included in the \$35 Membership Fee and therefore, no commissions are paid in compliance with US regulations.

Option 2: Purchase a SmartStart Pack of products which waives the \$35 Membership Fee. Since the Membership Fee is not included in the SmartStart Pack, commissions are paid on the products purchased.

Nature's Frequencies Brand Partners must submit a completed Brand Partner Agreement signed in writing or electronically, in order to qualify to earn commissions and bonuses. Brand Partners must also be in full compliance with the terms and conditions set forth in this Policies & Procedures Manual, the Brand Partner Agreement and all other published policies and agreements in order to qualify for commissions and bonuses.

Nature's Frequencies Brand Partners are prohibited from requiring or encouraging a current or prospective Customer or Brand Partner to make a purchase from, or payment to, any individual or business entity to participate in the Nature's Frequencies Direct Sales Opportunity or Lifestyle Rewards Plan.

2.6 Brand Partner Refunds

2.6.1 Membership Fee Refunds

Brand Partners may request a refund on their initial enrollment Membership Fee if the request is made within three (3) days from the date of enrollment as shown on the Brand Partner Agreement signed either in writing or electronically. Requesting this refund will be considered a voluntary termination of the Brand Partner Agreement.

2.6.2 Product Refunds

Nature's Frequencies offers Brand Partners a 100% fourteen (14) day money back guarantee on all products, excluding shipping and handling. Shipping and handling charges to return the product are the responsibility of the Brand Partner.

The Company reserves the right to deduct commissions, bonuses, rebates or other incentives received by the Brand Partner which were associated with the products returned.

2.6.3 Sales Aids Refunds

Brand Partners who cancel their Brand Partner Agreement may return all generic sales aids purchased directly from the Company under the cancelled Membership Account within one (1) year from the date of cancellation for a 100% refund, excluding shipping and handling, if they are currently for sale without any customization that would make them not resalable.

2.6.4 Excessive Refunds

Brand Partner returns that exceed \$250 without a valid reason, may result in involuntary termination of the Brand Partner's Membership Account at the sole discretion of the Company.

If the Company determines, at its sole discretion, that the products were purchased in an attempt to defraud the Company or manipulate the Lifestyle Rewards Plan earnings in any way, such as bonus-buying or any other violation of Company terms, the Company reserves the right to deny the refund.

2.7 Brand Partner Membership Term

Nature's Frequencies Brand Partner membership term is one (1) year from the date of the completed Brand Partner Agreement, signed either in writing or electronically.

2.8 Brand Partner Annual Renewal

Nature's Frequencies Brand Partners are required to keep their Brand Partner account active by renewing their Brand Partner Agreement and Membership each year by paying an Annual Renewal Fee by the anniversary date of their Brand Partner Agreement.

If the Annual Renewal Fee is not paid within the 30-day grace period following the expiration date, it will be considered a voluntary termination of the Agreement and Membership Account. Therefore, the Brand Partner forfeits all claims to their Membership Account including earnings generated from that Membership Account from that date forward.

Brand Partners who do not choose to renew their existing Brand Partner account are eligible to close their Membership Account and re-enroll under a new Sponsor of their choice with a new Company ID number after a six (6) month waiting period that begins on the annual renewal date. However, they do not retain their former rank, Direct Sales Team or rights to any earnings from their former Direct Sales Team.

2.9 Brand Partner Non-Renewal

Nature's Frequencies Brand Partners who do not renew their Brand Partner Agreement by paying the Annual Renewal Fee within the thirty (30) day grace period following the expiration date, voluntarily terminate their account and therefore, forfeit any and all claim to their Membership Account and earnings generated from that Membership Account from that date forward.

2.10 Brand Partner Agreement

Nature's Frequencies requires all new Brand Partners to submit a completed and signed Brand Partner Agreement at the time of enrollment, along with any required supporting documentation requested by the Company. The Company reserves the right to withhold commissions for failure to submit the required documentation to authenticate the legitimacy and legality of the enrollment or the enrollee.



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For convenience purposes, Nature's Frequencies provides an electronic version of the Brand Partner Agreement on their website to be completed and electronically signed during the online enrollment process. This electronic signature is legally binding as an official legal agreement between a Brand Partner and Nature's Frequencies with the full force and effect of a written signed agreement.

This electronic version also serves as a confirmation that a Brand Partner has read and accepted all terms and conditions, including, but not limited to, this Policies & Procedures Manual, the Brand Partner Agreement and all other published policies and agreements.

The Company reserves the right to require an original written signed Brand Partner Agreement at any time, along with any other required documentation to verify the validity and authenticity of the enrollment. Failure to provide such original signed agreement and documentation may result in the termination of the Brand Partner Membership Account without recourse, refund or reimbursement.

2.11 Brand Partner Agreement Modifications

Nature's Frequencies Brand Partners may modify their existing Brand Partner Agreement, including, but not limited to: (1) changing a Social Security Number to a Federal ID number; (2) adding a spouse or partner to the Membership Account; or (3) changing the form of ownership from an individual to a Business Entity owned by the Brand Partner.

Modification requests must be submitted in writing to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com, accompanied by a newly completed and signed Brand Partner Agreement and Business Entity Registration Form, if applicable, along with any required supporting documentation. No modifications may be made to a previous Agreement under any circumstances.

Brand Partners who wish to revoke either their written or electronic agreement may do so by submitting a written request via email to Compliance@NaturesFrequencies.com.

2.12 Brand Partner Agreement Alterations

Nature's Frequencies policies and agreements, including, but not limited to, this Policies & Procedures Manual, Brand Partner Agreement and all other published policies and agreements, are all legally-binding documents which must not be altered or changed in any manner at any time by anyone other than the Company. Alterations to any Company document will result in disciplinary action.

2.13 Brand Partner Legal Age Requirement

Nature's Frequencies is headquartered in the United States and therefore, all Brand Partners must be at least eighteen (18) years of age. However, Brand Partners must comply with the legal age requirements in their state or country of residence in case of conflict.

2.14 Brand Partner Agreement Signatures

Nature's Frequencies' Brand Partner Agreement is a legally-binding contract which must not be altered or changed in any manner. Providing false or misleading information, forged signatures or alterations to any Company agreement before or after it has been signed will result in disciplinary action.

2.15 Brand Partner Taxes & Taxpayer Identification

Nature's Frequencies requires that all Brand Partners located in the United States or its territories provide a valid taxpayer identification number such as a Social Security Number, Federal Tax ID Number, Individual Taxpayer Identification Number, W-9 Form or other legal tax identification number for tax reporting purposes.



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If a Brand Partner's business is tax exempt, the Federal Tax Identification number must be provided to the Company in writing. Nature's Frequencies reserves the right to withhold commission payments from any Brand Partner who fails to provide such information or who provides false information.

If a Brand Partner is located outside the United States or its territories, they must submit a completed and signed W-8BEN or W-8BEN-E Form, entitled Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting, required by the United States Internal Revenue Service (IRS) for foreign individuals and businesses to verify their country of residence for tax purposes. The form can be obtained from the IRS website at www.irs.gov.

Nature's Frequencies Brand Partners agree to accept sole responsibility for and agree to pay all local, state and federal taxes on all compensation earned as a Brand Partner as governed by the applicable tax laws of their jurisdiction. Brand Partners further agree to indemnify the Company from any failure to pay such taxes due.



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In compliance with the United States Internal Revenue Service (IRS) tax regulations, Brand Partners in the United States are issued an annual 1099-MISC Miscellaneous Income Tax Form for Non-Employee Compensation: 1) if their earnings exceed \$600; 2) they have received trips, prizes or awards valued at \$600 or more; or 3) they have purchased Nature's Frequencies products valued at more than \$5,000 for resale.

If a US Brand Partner has not exceeded these limits, a 1099-MISC Tax Form will not be sent. However, Brand Partners are still required to report their income on their annual taxes and pay any applicable taxes due. Nature's Frequencies encourages all Brand Partners to consult with a tax advisor for additional information regarding taxation for their business.

2.16 Brand Partner Identification

Nature's Frequencies provides all new Brand Partners a Company Identification Number at the time of enrollment. This number is used to place orders, structure sales teams and track all commissions and bonuses.

2.17 Brand Partner Residence

Nature's Frequencies requires that all Brand Partners reside or have a valid address in the United States, including US territories, or in a country where they are authorized to conduct business.

2.18 Brand Partner Ownership Interest

Nature's Frequencies Brand Partners may operate or have an ownership or financial interest, legal or equitable, as an individual, sole proprietorship, partner, shareholder, trustee or beneficiary in only one (1) Nature's Frequencies business.

No individual may register, operate or receive compensation from more than one Nature's Frequencies business. Individuals of the same family unit may each enter into or have an interest in their own separate Nature's Frequencies business, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as a spouse and dependent children living at or doing business at the same address for the purposes of these Policies & Procedures Manual.

2.19 Brand Partner Business Entities

Nature's Frequencies permits a business entity such as a corporation, partnership, LLC, or trust (collectively referred to as a "Business Entity") to apply to be a Nature's Frequencies Brand Partner.

2.19.1 Tax Identification

For tax reporting purposes, the business entity is required to provide an official IRS Employee Identification Number (EIN), also known as a Federal Tax Identification Number. Business entities without an official EIN may be used on replicated websites and in other business marketing and communications but may not be used as the Brand Partner account name.

2.19.2 Business Entity Registration Form

The Business Entity must complete the Business Entity Registration Form along with one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents within five (5) business days from the date of the Brand Partner Agreement's execution. This Brand Partner business and position will remain temporary until the required documents are submitted.

2.19.3 Business Entity Identity

Brand Partners who enroll as a Business Entity must reveal the identity of all parties involved in that Business Entity. Brand Partners may not use a Business Entity to hide the identity of the owners of the Business Entity in an attempt to circumvent the policies as set forth herein, including, but not limited to, enrolling in multiple positions or enrolling under another sponsor.

2.19.4 Circumvention of Policies

If circumvention of policies is discovered, the original Membership Accounts and positions will be converted to individual Brand Partner Membership Accounts and the original positions will be retained.

2.19.5 Change of Status to Business Entity

An existing Brand Partner may also change their status under the same sponsor from an individual to a Business Entity or from one type of Business Entity to another at any time following the terms set forth above.

2.20 Brand Partner Shipping Address

Nature's Frequencies Brand Partners are responsible for providing the Company with their correct and complete shipping address prior to placing orders. Brand Partners can verify and update their own shipping address in their Nature's Frequencies back office or contact Customer Care for assistance. Returned shipments due to incorrect or incomplete shipping addresses may incur a \$20 fee.

2.21 Brand Partner Sponsor Change

Nature's Frequencies protects the integrity of its Brand Partners and their Direct Sales Teams, which is required for the success of the Company and its Brand Partners. Therefore, Sponsor Change Requests will be granted only under exceptional circumstances as deemed necessary and at the sole discretion of the Company.

All Sponsor Change Requests must be submitted within five (5) days of enrollment. The Company reserves the right to approve or deny Sponsor Change Requests at its sole discretion. If the Company approves the Sponsor Change Request, no recalculations or adjustments can be made to commissions and bonuses.

2.21.1 Errors & Fraud

Nature's Frequencies reserves the right to correct any errors and/or unethical or fraudulent sponsoring activities that they discover. This corrective action may include, but is not limited to, moving the Brand Partner to their legitimate Sponsor, along with their Direct Sales Team if any. In such cases, Brand Partners waive any and all claims against the Company related to these corrections.

Brand Partners may submit a Sponsor Change Request form to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com, along with all supporting documentation proving an error or fraudulent enrollment activity occurred, within five (5) days of enrollment. An investigation will be conducted and if a Sponsor Change is granted, the Brand Partner's Direct Sales Team, if any, will transfer with the Brand Partner.

2.21.2 Strategic Restructuring

Brand Partners may also request a Sponsor Change for their personally-sponsored Brand Partners within the first thirty (30) days of enrollment for the purpose of strategically structuring their Direct Sales Team, only if the Brand Partner being reassigned to a new Sponsor is within the same team and agrees to said change by signing the Sponsor Change Request Form. If a Sponsor Change is granted, the Brand Partner's Direct Sales Team, if any, will transfer with the Brand Partner.

Brand Partners may submit a Sponsor Change Request form, signed by the Brand Partner sponsor requesting the Sponsor Change and the Brand Partner being moved, to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com within the first thirty (30) days of enrollment. The Company will contact the Brand Partner being moved to verify their request. If the Sponsor Change is granted, the Brand Partner and their Team, if any, will be transferred.

2.21.3 Inactive Brand Partner

Nature's Frequencies defines "Inactive" Brand Partners as anyone who: (1) has not personally purchased nor sold products within the previous twelve (12) months; (2) has not submitted a request to terminate their Brand Partner Membership Account; AND (3) has not paid the Brand Partner Annual Renewal Fee within the timeframe required.

2.21.4 Inactive Brand Partner Re-Enrollment Under Different Sponsor

Inactive Brand Partners are eligible to close their Membership Account and re-enroll under a new Sponsor of their choice with a new Company ID number. However, they do not retain their former rank, Direct Sales Team or rights to any earnings from their former Direct Sales Team. Nature's Frequencies defines "Inactive" Brand Partners as anyone who: (1) has not personally purchased nor sold products within the previous six (6) months; (2) has not submitted a request to terminate their Brand Partner Membership Account; AND (3) has not paid the Brand Partner Annual Renewal Fee within the timeframe required.

2.21.5 Sponsor Change Waiting Period

Nature's Frequencies Brand Partners who wish to change Sponsors where no error has occurred, must submit a letter of voluntary termination of their Brand Partner Agreement and Brand Partner Membership Account to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com and remain inactive in the Company for six (6) months from the receipt of letter before being eligible to re-enroll under a different Sponsor.

The Company reserves the right, at its sole discretion, to approve or deny any request to re-enroll after a Brand Partner's voluntary termination. If approved, the Brand Partner will be issued a new Company ID number and will be required to submit a new Brand Partner Agreement. The Brand Partner will not be entitled to keep their former rank, Direct Sales Team or rights to any earnings from their prior Direct Sales Team. In such cases, Brand Partners waive any and all claims against the Company related to these changes.

2.21.6 Effective Date

Sponsor Changes will go into effect on the date of the Sponsorship change by the Company. Commissions and bonuses will be calculated from that date forward.

Since all previous commissions and bonuses were previously calculated and paid, no previous earnings can be adjusted or paid.

2.22 Brand Partner Placement Change

Nature's Frequencies Brand Partners may request a placement change of a personally-sponsored Brand Partner within the first five (5) days of enrollment within the same team.

Due to the nature of the Binary two-team structure where each new Brand Partner is placed at the bottom of either the left team or the right team, placement change requests are rarely approved and all approvals are at the sole discretion of the Company based on the underlying individual circumstances.

2.23 Brand Partner Sale or Transfer

Nature's Frequencies restricts the sale or transfer of a Brand Partner's position in order to preserve the integrity of the Company's hierarchical structure. Therefore, a Brand Partner may not sell, transfer, delegate or assign their Brand Partner Membership Account, position or business without prior written approval by the Company. Any attempted sale or transfer without Company approval may be voided at the discretion of the Company.

If a Brand Partner is the original member and part of a business entity and wants to terminate their relationship with the Company, they must first transfer or assign their business to another member of the business entity or the membership will be terminated upon the withdrawal of the original Brand Partner and all final earnings will be sent to the address on record for the original Brand Partner.

To request the transfer or sale, Brand Partners must submit the following items to Nature's Frequencies' Compliance Department (1) Sale/Transfer Position Form properly signed and completed; (2) Sales Agreement signed and dated by both buyer and seller; (3) Brand Partner Agreement completed and signed by the buyer; (4) \$100 Administrative Fee payment from buyer; (5) satisfy any financial obligations to the Company; and (6) any supporting documentation requested by the Company to complete the transaction. All items must be submitted via email to Compliance@NaturesFrequencies.com. The Company also reserves the right to require notarized documents before completing the sale or transfer.

Once a transfer, assignment or sale is approved by the Company, the new owner assumes the position at the current qualified title and the current "paid as" rank at the time of the acquisition.

A Brand Partner who sells their position is not eligible to re-enroll in the Nature's Frequencies business or have any financial interest in any Nature's Frequencies business for six (6) months following the date of the sale unless authorized to do so by the Company due to special circumstances.

2.24 Brand Partner Resignation

Nature's Frequencies Brand Partners may resign and voluntarily terminate their business and position by submitting a written signed notice by email to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com or by mail to the Company address listed on the Company website. The written notice must include the following: (1) The Brand Partner's intent to resign and the date of Resignation; (2) Their Nature's Frequencies Identification Number; (3) Reason for Resignation; and (4) Signature.

A Brand Partner may not use resignation in order to immediately change their Sponsor and Placement. Brand Partners who resign and voluntarily terminate their business and position are not eligible to re-enroll in the Nature's Frequencies business or have any financial interest in any Nature's Frequencies business for six (6) months from the receipt of the written notice of resignation.

2.25 Brand Partner Termination

Nature's Frequencies reserves the right to terminate a Brand Partner's business and position for, but not limited to, the following reasons: (1) Violation of any Terms or Conditions of the Brand Partner Agreement; (2) Violation of any provision in this Policies & Procedures Manual; (3) Violation of any provision in the Lifestyle Rewards Plan; (4) Violation of any applicable law, ordinance or regulation regarding the Company business; (5) Engaging in unethical or unprofessional business practices; or (6) Returning over \$250 worth of products, services and/or sales tools for a refund within a twelve (12) month period.

2.25.1 Notification of Termination Intent

Nature's Frequencies' Compliance Department may notify the Brand Partner in writing at their last known mailing or email address of its intent to terminate the Brand Partner's position and business, providing the reasons for termination therein.

2.25.2 Notification of Termination

If a final decision is made by the Company to terminate the Brand Partner's position and business, the Company will inform the Brand Partner in writing that the position is terminated effective as of the date of the written notification. The decision of the Company is considered final and not subject to further review or recourse. The Company will also notify the active Upline Sponsor within ten (10) days after termination.

2.25.3 Revocation of Rights

Effective upon the date of termination, the former Brand Partner no longer has the right to access their replicated website, back office or any other resource provided by the Company. The former Brand Partner is also prohibited from using the logos, trademarks, trade names, service marks and any sales, marketing or business materials referring to or relating to the Company and is therefore required to cease and desist use of anything related to Nature's Frequencies. [See Trademark Use Revocation for More Information]

2.25.4 Reapplication

The former Brand Partner who is involuntarily terminated by the Company may not reapply for a position, either under their name or any other name or entity, without the express written consent of Nature's Frequencies' Compliance Department.

2.26 Brand Partner Membership Cancellation

Nature's Frequencies reserves the right to cancel a Brand Partner's Membership Account for inactivity or voluntary or involuntary termination (collectively a "cancellation").

Nature's Frequencies reserves the right to cancel a Brand Partner's Membership Account after twelve (12) months of inactivity or if the account has less than 300PV during the twelve (12) month period.

Upon cancellation, a Brand Partner has no right, title, claim or interest to any commissions or bonuses from the sales generated by the Brand Partner's former Direct Sales Team or any other payments in association with the Brand Partner's former position. Brand Partners effectively waive any and all claims to property rights or any interest in or to the Brand Partner's former Direct Sales Team.

Brand Partners will receive commissions and bonuses only for the last full pay period in which they were active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Company.

2.27 Brand Partner Reapplication

Nature's Frequencies Brand Partners are eligible to re-apply and re-enroll in the Nature's Frequencies business after they have completed a six (6) month waiting period which commences on the date the voluntary termination request is received by the Company. However, this policy does not apply to involuntary termination by the Company for violation of its policies.

2.28 Brand Partner Separation

Nature's Frequencies Brand Partners involved in a pending legal separation or divorce or the dissolution of a partnership or other business entity, must adopt one of the following methods of operation outlined in this section.

(1) One of the parties involved may choose to be the sole owner and operator of the Nature's Frequencies business only with the written consent of all other parties to assign sole ownership to that party and relinquish their rights and ownership of the business. All documentation involved in the reassignment of ownership must be notarized.

(2) The parties involved may continue to operate the Nature's Frequencies business jointly. However, under no circumstances will the Company divide an organization or compensation payments. Therefore, the organization must be maintained as one organization and all compensation will be paid to the Brand Partner or business entity named on the Membership Account. The Brand Partner named on the Membership Account is responsible for the agreed-upon distribution of compensation among the parties involved and indemnifies the Company from any claims with respect to such compensation.

Any party or parties that have completely relinquished their rights to the original Nature's Frequencies business, may immediately re-enroll under the Sponsor of their choice. However, they have no rights to the Customers or Brand Partners from their former Nature's Frequencies business and are therefore prohibited from soliciting or sponsoring those Customers or Brand Partners. If any member of that former organization wishes to transfer to the new organization, they must do so according to the requirements set forth in this Policies & Procedures Manual.

2.29 Brand Partner Succession

Upon the death or incapacity of a Brand Partner, the Brand Partner's business may be passed on to their legal successors in interest. When the Nature's Frequencies business is transferred by will or other testamentary process, the successors acquire the right to collect bonuses and commissions due from the deceased Brand Partner's Direct Sales Team based on the current performance of the business.

The successors must: (1) Complete and sign a new Nature's Frequencies Brand Partner Agreement; (2) Joint successors must form a business entity and acquire a Federal Taxpayer Identification Number; (3) Comply with all the terms set forth in this Policies & Procedures Manual, the Brand Partner Agreement and all other published policies and agreements; and (4) Meet all of the qualifications for the last rank achieved by the former Brand Partner.

To complete the transfer of a Nature's Frequencies business due to death, the successor must provide the following legal documentation: (1) A certified copy of the death certificate; and (2) A notarized copy of the will or other legal documentation establishing the successor's right to the business.

To complete a transfer of the Nature's Frequencies business due to incapacity, the successor must provide the following legal documentation: (1) A notarized copy of an appointment as trustee; and (2) A notarized copy of the trust document or other legal documentation establishing the trustee's right to administer the business.

If the successor wishes to terminate the Nature's Frequencies business, they must submit a notarized statement requesting the termination of the business and position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.

If the successor is already an existing Brand Partner, the Company will allow such Brand Partner to keep their own position plus the inherited position active for up to six (6) months. By the end of the 6-month period, the Brand Partner must have compressed (if applicable), sold or otherwise transferred either the existing position or the inherited position.

2.30 Brand Partner Confidentiality & Non-Disclosure

Nature's Frequencies provides a "Back Office" to its Brand Partners for the purpose of tracking and managing their business activity through various lists and reports that contain information that is confidential and therefore, subject to privacy laws. The reports also constitute proprietary information and trade secrets that belong to Nature's Frequencies.

Therefore, this Policies & Procedures Manual and the Brand Partner Agreement serve as a Brand Partner's agreement to maintain the confidentiality and non-disclosure of all information in said reports either directly or indirectly for any purpose other than to track and manage their Nature's Frequencies business.

Nature's Frequencies reserves the right to restrict access to a Brand Partner's Back Office if they believe that confidential information is being used or shared in a way that violates the confidentiality of that information or it is being used or sold for the purpose of recruiting its members into another company.

Upon termination, either voluntary or involuntary, Brand Partners will no longer have access to their confidential records and are required to return all confidential records in their possession to the Company. Failure to do so, may result in legal action.

2.31 Brand Partner Participation in Other Direct Selling Programs

Nature's Frequencies Brand Partners are permitted to participate in other business ventures such as Direct Sales, Network Marketing or Multi-Level Marketing business ventures.

However, Brand Partners may not solicit any Nature's Frequencies Customers or Brand Partners for any other Direct Sales, Network Marketing or Multi-Level Marketing business venture unless said Customers or Brand Partners were personally-sponsored by that Brand Partner during the Term of their Brand Partner Agreement and for one (1) year thereafter.

The term "solicit" is herein defined as the actual or attempted engagement of a prospective Customer or Brand Partner, either directly or indirectly through a third party, to enroll or participate in any other Direct Sales, Network Marketing or Multi-Level Marketing business venture, even if these actions are in response to an inquiry made by that prospective Customer or Brand Partner.

Nature's Frequencies Brand Partners may not offer any non-Nature's Frequencies products or business opportunities at any Nature's Frequencies-related meeting or event, or immediately following a Nature's Frequencies meeting or event.

A violation of any of the provisions in this section will constitute unreasonable and unwarranted contractual interference between Nature's Frequencies and the Brand Partner and would inflict irreparable harm on the Company.

Therefore, Nature's Frequencies may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Brand Partner's business or such Brand Partner's position including termination, or seek immediate injunctive relief without the necessity of posting a bond.

2.32 Brand Partner Liability Insurance

Nature's Frequencies Brand Partners may choose to purchase their own liability insurance coverage for their business if they conduct business from their home since homeowner's policies do not normally cover business-related injuries on the property, nor theft of, or damage to, business inventory or equipment.

Nature's Frequencies maintains product liability insurance for all of its products. If an event requires a named insured, complete the Liability Certificate of Insurance Form and submit the form to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com no less than 2 weeks prior to the event to allow sufficient time for the Certificate of Insurance to be prepared.

2.33 Brand Partner Indemnification

Nature's Frequencies Brand Partners are solely responsible for all their verbal and written statements made regarding the Company, which are not expressly contained in the official Company materials.

Brand Partners agree to indemnify all Nature's Frequencies officers, directors, employees and agents and hold them harmless from any and all liability including judgements, civil penalties, refunds, attorney fees, court costs or lost business as a result of the Brand Partner's unauthorized actions. This provision survives the termination of this Policies & Procedures Manual and Brand Partner Agreement.

2.34 Brand Partner Exclusive Sales Territories

Nature's Frequencies does not offer or grant exclusive licenses or territories to its Brand Partners or anyone else under any circumstances. No franchise licensing or fees are applicable to a Nature's Frequencies Direct Sales business.

2.35 Brand Partner Legal Requirements

Nature's Frequencies requires all independent Brand Partners to follow the laws of their city, state and country when setting up and conducting their Nature's Frequencies business.

Nature's Frequencies has distribution centers located around the world. However, Nature's Frequencies products may be prohibited in some areas of the world. Therefore, Brand Partners may not promote, advertise or sell products that are not legal in their country of residence. It is the sole responsibility of Brand Partners to be informed regarding the legal requirements, limitations and prohibitions of doing business in their city, state and country.

Nature's Frequencies is not responsible in any way for any liability, fines or damages resulting from the failure of independent Brand Partners to follow the legal requirements, limitations and prohibitions of their city, state and country.

2.36 Brand Partner Clawback Provision

All bonus plans and reward and plans and pay plans are subject to "**clawback provision**" (a "benefit plan **clawback provision**") of Company or its Affiliate, it shall be a precondition to the obligation of Employer to make any payment under this Agreement, that the Brand partner fully repay to Company or its Affiliate any amounts owing under such benefit plan **clawback provision**. The payments under this Agreement are further subject to any provision of law which may require the Brand partner to forfeit or repay any benefits provided hereunder that are based upon a bonus, financial reward, or incentive.

To the degree any benefits hereunder are not otherwise forfeitable pursuant to the preceding sentences of the Company may require the Brand partner to repay to Company any amounts

paid under this Agreement that are computed on the basis of an actual bonus under a bonus plan applicable to the Brand partner, if the Company determines, on the basis of the **clawback provisions** in the bonus plan under which such bonus payments are made, that the Brand partner would have been required to make a repayment of such bonus. The rights set forth in this Agreement concerning the right of Company, an Affiliate and/or Employer to a clawback are in addition to any other rights to recovery or damages available at law or equity and are not a limitation of such rights.

SECTION 3 – PREFERRED CUSTOMER MEMBERSHIP

Nature's Frequencies offers a Preferred Customer Membership Program designed to allow customers to purchase Nature's Frequencies products at percentage discount off retail prices.

3.1 Preferred Customer Enrollment

Nature's Frequencies' Preferred Customer Program is free to join for anyone over 18 (eighteen) years of age. A Preferred Customer Membership Account can be set up on the Nature's Frequencies website using a referral link provided by the referring Brand Partner or Preferred Customer. If there is no referrer, they can enroll on the main Company website at www.NaturesFrequencies.com and a sponsor will be assigned to them.

3.2 Preferred Customer Website

Preferred Customers will need to select a username and password at the time of membership enrollment, which will be used as their login to access their Preferred Customer Membership Account on the Nature's Frequencies website. Preferred Customers can place, manage and track their orders as well as make any changes to their account information on the website or they can contact the Company's Customer Care Department for assistance.

3.3 Preferred Customer Purchase Requirements

Nature's Frequencies' Preferred Customer Program offers a monthly "SmartShip" program designed to provide Nature's Frequencies products at a discount with the convenience of monthly autoship.

Preferred Customers may set up, change or cancel a SmartShip order at any time by logging into their Preferred Customer website using the Preferred Customer ID# and password they selected at the time of enrollment.

Preferred Customers may also order products at any time in addition to their monthly SmartShip order.

3.4 Preferred Customer Shipping Address

Nature's Frequencies Customers are responsible for providing the Company with their correct and complete shipping address prior to placing orders. Customers can verify and update their own shipping address in their Nature's Frequencies website or contact the Company's Customer Care Department for assistance. Returned shipments due to incorrect or incomplete shipping addresses may incur a \$20 fee to offset shipping costs and return processing charges.

3.5 Preferred Customer Returns & Refunds

Nature's Frequencies offers a fourteen (14) day money back guarantee to all Preferred Customers who purchase products from the official Nature's Frequencies website. Therefore, if a Customer is not satisfied with a product for any reason, they may request a refund from the Company within fourteen (14) days of receipt of the product and receive 100% of the original purchase price excluding taxes or shipping and handling charges.



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To receive a refund or replacement product, Preferred Customers must contact Nature's Frequencies' Customer Care Department for a Return Authorization. Once they receive the authorization, they can return the product for a refund or replacement. Shipping and handling charges to return the product are the responsibility of the Preferred Customer.

Nature's Frequencies recommends return orders be sent using a tracking method since the Company is not liable for product returns that do not arrive at their destination. Once the returned product is received, Nature's Frequencies will promptly process a refund on the same method of payment used to purchase the product. However, credit card companies and banks normally take 2-10 days to process a refund.

Nature's Frequencies reserves the right to cancel any Preferred Customer account that engages in excessive returns.

Refused orders that are marked "Return to Sender" may be assessed a \$20 fee to offset shipping costs and return processing charges. No refund is guaranteed on such orders.

3.6 Preferred Customer Restrictions & Limitations

Only Nature's Frequencies Brand Partners are authorized to sell Nature's Frequencies products. Therefore, Preferred Customers may purchase Nature's Frequencies products for personal use only and are prohibited from selling or reselling Nature's Frequencies products at any time for any reason. "Personal Use" is defined as products purchased for personal use or for use by family members. If a Preferred Customer violates this policy, their account will be terminated, and they will be prohibited from purchasing Nature's Frequencies products.

3.7 Preferred Customer Membership Term

Nature's Frequencies Preferred Customer Membership term remains active contingent upon customer maintains an Active Smartship Monthly Purchase.

Although there is no annual renewal fee, the Company reserves the right to cancel any inactive accounts after one (1) month of inactivity.

3.8 Preferred Customer Annual Renewal

Nature's Frequencies does not charge an annual renewal fee for the Preferred Customer Membership. This policy is subject to change at any time.

3.9 Preferred Customer Cancellation

A Preferred Customer may cancel their Membership at any time by contacting Nature's Frequencies' Compliance Department by sending an email with their request to Compliance@NaturesFrequencies.com.

Nature's Frequencies reserves the right to cancel an inactive Preferred Customer Membership Account if no products are purchased for twelve (12) months or if the account has less than 300PV during the twelve (12) month period. Nature's Frequencies also reserves the right to cancel a Preferred Customer Membership Account if the Preferred Customer violates any of the terms set forth in the Preferred Customer Agreement.

3.10 Preferred Customer Sponsor Transfer

Nature's Frequencies allows its Brand Partners to sponsor Preferred Customers and those Brand Partners earn commissions and bonuses on their purchases. Therefore, the Company will only allow a Preferred Customer to transfer their membership from one sponsor to another under certain circumstances such as the cancellation or termination of their sponsor's Brand Partner Membership. Any transfer requests should be sent via email to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com.

3.11 Preferred Customer Membership Transfer

Nature's Frequencies' Preferred Customers may not transfer or assign their Membership Account to another party.

3.12 Preferred Customer Transfer to Brand Partner Membership

Preferred Customers do not earn monetary compensation. However, a Preferred Customer who wishes to earn monetary compensation may convert their Preferred Customer Membership to a Brand Partner Membership at any time under the Brand Partner who referred them to the Preferred Customer Program.

The Preferred Customer who wishes to become a Brand Partner will be required to forfeit their Preferred Customer Membership and complete the Brand Partner Membership enrollment process.

Once the process is completed, all Customers referred during their Preferred Customer Program period will remain their Preferred Customers and Retail Customers under their Brand Partner Membership Account.

3.13 Preferred Customer Support

Nature's Frequencies' Customer Care Department will provide prompt, professional and courteous customer service to its Preferred Customers. They can be reached by email at Office@NaturesFrequencies.com.

3.14 Preferred Customer Agreement Amendments

Nature's Frequencies reserves the right to amend the Preferred Customer Program and Preferred Customer Agreement at any time for any reason at its sole discretion.

SECTION 4 – PRODUCT SALES

Nature's Frequencies provides innovative, high-quality products at reasonable prices to its Customers and Brand Partners. They are consistently enhancing the existing products and inventing new products to stay on the cutting edge of energetic home, health and wellness.

Nature's Frequencies provides product sales policies to protect the value of its products and Brand as well as to protect its Brand Partners from unfair competition.

4.1 Product Sales & Resales

Nature's Frequencies Brand Partners may purchase Company products and only re-sell them at the price specified by Nature's Frequencies on their official replicated website.

4.2 Product Inventory

Nature's Frequencies' Brand Partner Direct Sales program is based on sales to Customers. Therefore, Nature's Frequencies encourages its Brand Partners to only purchase the products they need for personal consumption, for use as samples or for direct resale to Customers.

Brand Partners must never attempt to influence any other Brand Partner to purchase more products than they reasonably need for personal consumption, for use as samples or for direct resale to Customers in a month.

4.3 Product Pricing

Nature's Frequencies reserves the right to set the pricing for its products to place the appropriate value on its products and its brand. Nature's Frequencies' products are offered at various price levels, including Wholesale Prices, Preferred Customer Prices, Retail Prices and Promotional Prices, with specific qualifications for each price level. All prices are subject to change without notice.

Brand Partners may not advertise Nature's Frequencies products at a price that is LESS than the prices published by the Company, plus shipping, handling and applicable taxes for the purpose of gaining a competitive advantage over other Brand Partners or to circumvent the Company's qualifications for purchasing the products.

4.4 Product Sales Tax

Nature's Frequencies Brand Partners are required to comply with all state and local taxes and regulations governing the sale of Nature's Frequencies products.

Nature's Frequencies will collect and remit sales tax on Brand Partner orders unless Brand Partner furnishes the Company with the appropriate Resale Tax Certificate form. When orders are placed with the Company, sales tax is prepaid based upon the suggested retail price.

Nature's Frequencies will remit the sales tax to the appropriate state and local jurisdictions. The Brand Partner may recover the sales tax they paid on product purchases when they make a direct sale to a Customer. Brand Partners are responsible for any additional sales taxes due on products marked up and sold above retail pricing.

Nature's Frequencies does not provide tax advice and therefore, encourages Brand Partners to consult with a tax advisor for additional information regarding sales tax.

4.5 Product Sales Receipts

Nature's Frequencies Brand Partners are required to provide their Customers with a dated sales receipt – either written or electronic - for any sales not processed through their Brand Partner replicated website for tax purposes and in case of a refund request.

4.6 Product Refund Policy

Nature's Frequencies offers a 100% fourteen (14) day money back guarantee on all products purchased through their official Nature's Frequencies website. The Company will promptly provide an exchange or refund depending on the preference of the Customer or Brand Partner.

Shipping and handling fees are non-refundable. Therefore, the refund issued will be 100% of the original net purchase price excluding shipping and handling charges. The original net purchase price is the actual price paid after deducting any promotions or discounts applied to the product order.

Shipping and handling charges to return the product are the responsibility of the Customer. Nature's Frequencies is not responsible for lost or stolen packages being returned. Therefore, the Company recommends using a shipping method that provides tracking and delivery confirmation to ensure delivery. If the package is of substantial value, the Company also recommends insuring the package for the appropriate value.

Once a return has been received, a credit to the order's method of payment will be issued and a confirmation will be sent via email. Nature's Frequencies promptly issues refunds. However, financial institutions have varying processing time schedules for refunds to be applied to accounts. Therefore, it is important to check with the financial institution for their refund account crediting process.

Customers who purchase Nature's Frequencies products directly from a Brand Partner instead of having the product order processed and shipped via the Company, will be required to request a refund from the Brand Partner who conducted the sale. The Brand Partner will be responsible for providing that Customer with a refund within three (3) business days of the request or once the payment has cleared. Failure to honor reasonable and valid refund requests are considered unethical and unprofessional behavior that reflects negatively on the Company and its Brand, and will therefore, result in disciplinary action as set forth in this Policies & Procedures Manual and the Brand Partner Agreement.

4.7 Product Return Process

All product returns require a Return Authorization code obtained by contacting the Nature's Frequencies Customer Care Department by telephone using the number on the Nature's Frequencies website or by email at Office@NaturesFrequencies.com. Any products returned without this prior authorization are not eligible for a refund.

The return request should include all product purchase details including the Brand Partner or Customer identification number, date of purchase, invoice number, list of items being returned and the reason for return. Once the Return Authorization code is received, the items must be promptly shipped to the address provided by the Nature's Frequencies Customer Care Department. The package must include the Return Authorization code. Shipping and handling charges to return the product are the responsibility of the Customer.

The Company will deduct any commissions, bonuses, rebates or other incentives received by the Brand Partner which were associated with the Company products that are returned.

4.8 Product Order Chargebacks

Nature's Frequencies offers a generous money-back guarantee and prompt refund policy. Therefore, the Company prohibits chargebacks from its Brand Partners and Preferred Customers which can damage their merchant account rating. For this reason, if a Brand Partner or Preferred Customer initiates a chargeback against the Company, it will be considered a Voluntary Termination of their Brand Partner or Preferred Customer Membership Account.

4.9 Product Payment Methods

Nature's Frequencies accepts most major credit cards as forms of payment. Brand Partners may also use their PayQuicker Debit Card or eWallet funds to purchase products where available.

4.10 Product Payment Issues

Nature's Frequencies will attempt to contact a Customer or Brand Partner regarding an order with a payment issue. Methods of contact will be by telephone, mail or e-mail to obtain another method of payment. If these attempts are unsuccessful after five (5) business days, the order will be canceled.

Brand Partners or Customers with repeated issues may be deemed ineligible to purchase Nature's Frequencies products or participate in the monthly SmartShip program or other rewards and incentive programs offered to Brand Partners and/or Customers.

Brand Partners are responsible for insufficient fund fees (ACH) in connection with any payments to Nature's Frequencies. Therefore, Nature's Frequencies has the right to withhold any outstanding balance owed for insufficient fund fees (ACH) from a Brand Partner's future earnings. If there are no earnings to withhold within thirty (30) days of the failed transaction, it is the responsibility of the Brand Partner to resolve the issue within five (5) business days of the end of that thirty (30) grace period or disciplinary action may be taken.

4.11 Payment Methods from Third Party

Nature's Frequencies Brand Partners are prohibited from using another Brand Partner's or Customer's credit card, debit card or checking account to enroll in Nature's Frequencies or purchase products without the account holder's *written* authorization. Brand Partners are required to keep all written authorization indefinitely in case the Company needs proof of authorization.

4.12 Product Shipping

Nature's Frequencies ships all products from its corporate headquarters in the US and distributes the products to its distribution centers around the world. The list of countries where Nature's Frequencies products can be shipped is located on the Nature's Frequencies website. In some countries, products may only be purchased for personal use and may not be resold.

Nature's Frequencies currently uses USPS for the majority of its shipping within the United States. Therefore, a PO Box may be used within the United States. If a Customer is located outside of the United States, they should verify that their shipping address can be serviced by the international carrier used by Nature's Frequencies in that region.

4.13 Product Shipping Cost

Nature's Frequencies charges shipping and handling on all physical product orders. The cost of shipping and handling will be added to the order total at the time of checkout. Purchasers are responsible for paying the shipping and handling charges during the checkout process. No COD order option is available.

Nature's Frequencies charges a flat shipping rate based on the costs associated with distribution in each country.

International orders may also be subject to import duties and taxes (including VAT), which are incurred once a shipment reaches your destination country. Nature's Frequencies is not responsible for these charges if they are applied.

4.14 Product Shipping Timing & Delays

Nature's Frequencies promptly processes all orders for shipment within 3 business days from the time of order placement. Orders received on weekends or holidays are processed for shipment on the next available business day.

US Domestic Shipping time is estimated to be an average of three to seven (3-7) days after order processing using USPS or the best available carrier for the region. International Shipping Time (Outside USA) is estimated to be an average of ten to twenty (10-20) days after order processing using the best available carrier for that region.

The shipping times provided are estimates. Shipping time could be longer based on factors such as backorder status, weather conditions, carrier delays and other circumstances beyond our control and the carrier's control. Any shipping delays will be noted in your Membership Account.

Nature's Frequencies will not be responsible for delays or failures in product fulfillment or performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, but is not limited to, issues caused by supply shortages, government restrictions, strikes, labor disputes, shipping, border customs, government restrictions, riots, wars, fires, weather or natural disasters.

Nature's Frequencies agrees to expedite orders at a reasonable expense if an unreasonable delay occurs. Nature's Frequencies also agrees to provide a refund if an unreasonable shipping delay occurs.

4.15 Product SmartShip Program

Nature's Frequencies offers a SmartShip Program (also commonly known as "autoship") to its Brand Partners and Preferred Customers (referred to collectively in this section as "Members"), in countries where permitted. SmartShip subscriptions are not available and void where prohibited.

The SmartShip Program provides Members with the convenience of having their favorite products automatically shipped to them on a monthly basis. SmartShip Program Members may also benefit from additional savings, rewards and promotions.

4.15.1 SmartShip Terms

By agreeing to the terms on the Nature's Frequencies checkout page, SmartShip Program Members agree to accept these terms and conditions for the SmartShip subscription ordering program. The Terms constitute the entire agreement between the Member and Nature's Frequencies relating to the SmartShip program. By placing an order and enrolling in the SmartShip program, the Member accepts the terms, conditions, limitations and requirements.

4.15.2 SmartShip Program Shipments

When a Member purchases product(s) on NaturesFrequencies.com and enrolls in the SmartShip Program, they are signing up for continuous shipments of such products and may select how often they would like their product(s) delivered. They may change their periodic delivery schedule at any time (including on a one-time basis), as well as their shipping address, payment method and products included in the program.

When a Member places their initial order for a product and enrolls in the SmartShip program, their first SmartShip order will be processed immediately, and their selected payment method will be charged at the time the order is placed. Their SmartShip subscription will thereafter automatically create a new order according to their chosen delivery schedule, until they cancel. Members can edit or cancel their order prior to order processing.

If Members do not cancel the order before the day prior to their ship date, their order will be authorized, and a credit card authorization hold will be placed on the payment method used to create their subscription or updated payment method they may provide. They will see a pending charge during this time as the order is prepared for shipment. There is no need to call or update any information online when the charge is pending.

4.15.3 SmartShip Payment Authorization

When Members sign up for continuous shipments on SmartShip, they will be required to expressly agree to permit the Company to charge their chosen payment method on a recurring basis, as well as the amount of the charge, which amount shall be set as described below. The Company will submit periodic charges (e.g., monthly) to their chosen payment method without further authorization from them, until they provide prior notice at any time that they wish to cancel or change their payment method.

Approximately 24 hours prior to their SmartShip date, the order payment will be pre-authorized to put a hold on the funds, which may show as a "pending" charge on their designated payment account. Once the order is processed, their designated payment method will be charged for the authorized amount and the pending charge will automatically be removed.

Once their order is ready for shipment, their chosen payment method will be billed the amount shown on their order. The total cost charged to their payment method for each SmartShip order will be the price of the item, less the SmartShip discount or any other discount, if applicable, plus any applicable shipping charges and sales tax.

Any credit balances on their Nature's Frequencies Membership account may be applied toward the balance of their order before charging any remaining balance to their designated payment method.

The charge for each SmartShip order will be billed to the designated payment method used to create and maintain their SmartShip subscription or as otherwise directed by them. If the Company is unable to complete their SmartShip order with the payment method used to create the SmartShip subscription, the Company will notify the Member and give them the opportunity to add another payment method in their account and to charge the new payment method for their SmartShip order.

4.15.4 SmartShip Returns

All SmartShip returns are subject to the Nature's Frequencies Return Policy available on the Nature's Frequencies website and as outlined in this Policies & Procedures Manual.

4.15.5 SmartShip Cancellation

SmartShip subscriptions remain in effect until they are cancelled. Members can cancel at any time in their Membership Account or by contacting Office@NaturesFrequencies.com.

4.15.6 SmartShip Termination

Nature's Frequencies may, at their sole discretion, terminate the SmartShip Program or any subscription(s) at any time. If a SmartShip subscription is terminated for any reason, any remaining paid orders will be shipped.

4.15.7 SmartShip Membership Transfer

The SmartShip Program and its benefits are assigned to the SmartShip Member and may not be transferred or assigned to any third party under any circumstances.

4.15.8 SmartShip Program Changes

Nature's Frequencies reserves the right to change their SmartShip program and its benefits at any time at its sole discretion, including product promotions, discounts and eligibility. The Company will not change the price of scheduled shipments once they have been authorized.

Nature's Frequencies reserves the right to make adjustments to the SmartShip Program due to product availability, product pricing, shipping cost, taxes, etc. if required. Members may cancel their subscriptions at any time if they do not wish to accept the adjustments.

Nature's Frequencies also reserves the right to change the SmartShip Terms, including all applicable terms, conditions, limitations and requirements. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions.

4.16 Product Repackaging & Rebranding

Nature's Frequencies Brand Partners and Customers may not relabel, repackage, rebrand, refill or alter the labels or packaging of any Nature's Frequencies products, information, materials or program(s) in any way without prior written consent. Nature's Frequencies products must only be sold in their original packaging provided from the Company.

Brand Partners or Customers who relabel, repackage, rebrand, refill or alter the labels or packaging of any Nature's Frequencies products in any way will be subject to disciplinary action, including, but not limited to, fines, temporary suspension of earnings or termination of their Brand Partner Membership Account or Customer account.

Brand Partners or Customers who relabel, repackage, rebrand, refill or alter the labels or packaging of any Nature's Frequencies products also violate federal and state laws, which may result in criminal or civil penalties or liability.

4.17 Product Samples

Nature's Frequencies offers official product samples: (1) Sample Packs Including Samples & Brochures; and (2) Sample Brochures to Use with Existing Product Inventory.

Due to the policies prohibiting the repackaging of Nature's Frequencies products, a Brand Partner may only use their own product inventory as samples if they distribute them for FREE.

Due to the policy prohibiting Brand Partners from creating their own marketing materials or re-packaging any of Nature's Frequencies products, Brand Partners must either use the original packaging or the official Sample Brochures provided by the Company as a substitute "packaging."

A digital format of the Sample Brochure is available for download, printing and sharing on the Company website and app for free. The printed version is only available in the Nature's Frequencies VistaPrint store.

Brand Partners may purchase Sample Packs as an add-on to their monthly product order. Nature's Frequencies reserves the right to limit the purchase of Sample Packs to ensure the samples are distributed to prospective Customers and/or Brand Partners and not for personal use.

Nature's Frequencies reserves the right to prohibit any Brand Partner from purchasing samples if they believe a Brand Partner is using the samples for their own personal use, or for any other reason the Company deems inappropriate.

4.18 Product Guarantees

Nature's Frequencies prohibits Brand Partners from making specific guarantees regarding their products. The only guarantees permitted in connection with the products is the money-back guarantee provided by the Company if a Customer is dissatisfied with the products.

4.19 Product Claims & Testimonials

Nature's Frequencies maintains strict compliance with all government regulations enforced by United States regulatory authorities such as the Federal Drug Administration (FDA) and the Federal Trade Commission (FTC), both of which have guidelines regarding product and health claims. Therefore, the Company requires its Brand Partners to do the same.

These regulatory agencies prohibit any claims that any health product cures, treats, mitigates or prevents any illness or disease. Such statements can be perceived and classified as medical or drug claims by government regulators.

Not only do such claims violate Company policies, but they also potentially violate federal and state laws and regulations, including, but not limited to, the Federal Food, Drug and Cosmetic Act and Federal Trade Commission Act.

Use of the required disclaimers does not provide a license to bypass the regulations. It serves as a warning to prospective Customers regarding the usage of the products being promoted.

For that reason, Nature's Frequencies Brand Partners are prohibited from making any claims, either verbally or in writing, that Nature's Frequencies products cure, treat, mitigate or prevent any illness or disease, even if such claims are true and verified by medical documentation. This includes making any reference to any medical illness or disease in connection with Nature's Frequencies products.

Nature's Frequencies may provide approved advertising and marketing content, including testimonials, that have been checked carefully for compliance. Brand Partners may only use the pre-approved statements provided by the Company and/or contained in official Company literature provided the content remains in its original form without any alterations.

Nature's Frequencies Brand Partners are required to submit all personal testimonials to Nature's Frequencies' Compliance Department for approval prior to use. However, Brand Partners are only authorized to share their own personal testimonials and before and after photos.

Brand Partners must maintain full compliance with the terms set forth in this Policies & Procedures Manual including the required FDA Disclaimer such as: *"These statements have not been evaluated by the FDA. This product is not intended to diagnose, treat, cure, or prevent any disease."* Additional disclaimers are required for before and after photos such as *"Results may vary. Results are not intended to represent or guarantee the same results."*

Brand Partners may share third-party testimonials only if they have written permission from the individual before using their testimonial or photos in any advertising or marketing promotion. The Company has provided an official Testimonial Release Form for this purpose.

4.20 Product Sales Venues Prohibited [See Websites & Blogs]

Nature's Frequencies prohibits the sale of their products on third-party auction sites or buy and sell marketplace sites and apps, including, but not limited to, Amazon, Craigslist, eBay and Facebook Marketplace. Therefore, Brand Partners may not list Nature's Frequencies products on such sites or enlist someone to sell the products on their behalf.

Nature's Frequencies products may be promoted on pre-approved third-party websites and blogs. However, all sales transactions must be processed through the official Nature's Frequencies website and shopping cart and are therefore, prohibited from being processed on third-party sites or shopping carts.

Nature's Frequencies regularly updates the product information, descriptions and resources on the Company replicated website to maintain strict government compliance. Product packages and promotions are also updated regularly.

Therefore, Brand Partners are prohibited from publishing that information on third-party sites or blogs to ensure the information is always current and accurate. However, Brand Partners are permitted to link to the information on their Nature's Frequencies replicated site from approved sites.

Nature's Frequencies prohibits the sale of products in retail outlets, with the exception of private offices and service locations such as health professionals, spas, salons, health clubs, etc. All retail outlets must be pre-approved in writing by Nature's Frequencies' Compliance Department. Only Nature's Frequencies Brand Partners are authorized to sell Nature's Frequencies products as they are bound by Nature's Frequencies policies and procedures.

4.21 Sales Territories

Nature's Frequencies does not offer or grant exclusive licenses or territories to its Brand Partners or anyone else under any circumstances. No franchise licensing or fees are applicable to a Nature's Frequencies business.

Nature's Frequencies has distribution centers located around the world. However, Nature's Frequencies products may be prohibited in some areas of the world. Therefore, Brand Partners may not promote, advertise or sell products that are not legal in their country. It is the sole responsibility of Brand Partners to be informed regarding the legal requirements, limitations and prohibitions of doing business in their city, state and country.

Nature's Frequencies is not responsible in any way for any liability, fines or damages resulting from the failure of Brand Partners to follow the legal requirements, limitations and prohibitions of their city, state and country.

SECTION 5 – LIFESTYLE REWARDS PLAN

Nature's Frequencies' Lifestyle Rewards Plan, commonly known as a compensation plan, contains important information regarding the commissions and bonuses available to Brand Partners for the sale of Nature's Frequencies Lifestyle Essentials products. It is the responsibility of every Brand Partner to review the Lifestyle Rewards Plan documentation to become familiar with the requirements to earn commissions and bonuses.

5.1 Lifestyle Rewards Plan Presentations

Nature's Frequencies Lifestyle Rewards Plan requires that all Brand Partners promote and sell Nature's Frequencies' Lifestyle Essentials products in order to earn sales commissions and bonuses according to their current published "Lifestyle Rewards Plan." Therefore, all Nature's Frequencies Opportunity presentations must emphasize the product sales requirements to earn commissions and bonuses from the Lifestyle Rewards Plan.

Brand Partners must strictly adhere to the terms of Nature's Frequencies' Lifestyle Rewards Plan as set forth in this Policies & Procedures Manual and the official Lifestyle Rewards Plan documentation provided by the Company. Deviation from the published Lifestyle Rewards Plan or requiring a prospective Customer or Brand Partner deviate from the normal operation of the Lifestyle Rewards Plan is strictly prohibited and may result in disciplinary action.

5.2 Lifestyle Rewards Reports

Nature's Frequencies provides a back office where Brand Partners can track and manage their business. The back office provides a variety of reports that provide important information regarding product sales, enrollments, rank qualifications and earnings in connection with the Lifestyle Rewards Plan.

5.3 Lifestyle Rewards Qualifications [Also See Brand Partner Sections]

Nature's Frequencies Brand Partners must submit their respective Brand Partner Agreement signed in writing or electronically, in order to qualify to earn commissions and bonuses.

Nature's Frequencies Brand Partners are required to either pay an annual Membership Fee of \$35 or purchase a SmartStart Pack of products which waives the \$35 Membership Fee. No products are included in the \$35 Membership Fee and therefore, no commissions are paid on Membership Fees in compliance with US regulations. Since the Membership Fee is not included in the SmartStart Pack, commissions are paid on the products purchased.

Brand Partners must also be in full compliance with the terms and conditions set forth in this Policies & Procedures Manual, Brand Partner Agreement and all other published policies and agreements in order to qualify for commissions and bonuses.

Nature's Frequencies Brand Partners are prohibited from requiring or encouraging a current or prospective Customer or Brand Partner to make a purchase from, or payment to, any individual or business entity to participate in the Nature's Frequencies Direct Sales Opportunity or Lifestyle Rewards Plan.

5.4 Lifestyle Rewards Qualification Deadlines

Nature's Frequencies qualification deadline for weekly earnings is midnight on Sunday night Pacific Time. The qualifications deadline for monthly earnings in the last day of the calendar month at midnight Pacific Time.

5.5 Lifestyle Rewards Payment Schedule

Nature's Frequencies pays weekly, monthly and quarterly according to the Lifestyle Rewards Plan. Nature's Frequencies reserves the right to hold payments until such time that the cumulative amount exceeds \$20.

5.6 Lifestyle Rewards Payment Options

Nature's Frequencies offers Brand Partners multiple ways to receive commissions and bonus payments. Those options include PayQuicker and a global e-Wallet payment system.

5.7 Lifestyle Rewards Return/Refund Adjustments

Nature's Frequencies Brand Partners receive bonuses and commissions based on the sale of Nature's Frequencies products. Therefore, when a product is returned to the Company for a refund by Customers or Brand Partners, the bonuses and commissions attributable to the returned product will be deducted from the Brand Partner who received bonuses or commissions on those sales. Deductions will occur in the month in which the refund is issued and will continue every pay period thereafter until the full amount is recovered.

In the event that a Brand Partner voluntarily terminates their Membership Account, or is involuntarily terminated, before the full amount has been recovered by the Company, the outstanding balance will be deducted from any funds that may be owed to the terminated Brand Partner.

5.8 Lifestyle Rewards Adjustments

Nature's Frequencies Brand Partners are required to review their monthly earnings statements and reports in a prompt manner and report any errors or discrepancies to the Company in writing within thirty (30) days of the date of error or discrepancy. After 30 days, such errors will be deemed waived by the Brand Partner and no commissions recalculations or adjustments can be made.

5.9 Lifestyle Rewards Bonus Buying & Inventory Loading

Nature's Frequencies prohibits Brand Partners from "Bonus Buying" also referred to as "Inventory Loading" which is defined as purchasing excessive amounts of product that cannot reasonably be consumed, used as samples or resold in a month, either under their own account or under another Brand Partner's account.

5.9.1 Bonus-Buying Definition

Bonus Buying may also include, but is not limited to: (1) the enrollment of Customers or Brand Partners without their knowledge or consent; (2) the fraudulent enrollment of Brand Partners or Customers; (3) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Brand Partners or Customers ("phantoms"); and/or (4) any other method used to qualify for rank achievement, incentives, prizes, commissions or bonuses not driven by bona fide product purchases.

5.9.2 Bonus-Buying Coercion

Nature's Frequencies Brand Partners must never attempt to influence any other Brand Partner to purchase products solely for the purpose of bonus qualification or rank achievement, either for that Brand Partner's benefit or their own.

5.9.3 Using Third-Party Debit/Credit/Bank Account

Nature's Frequencies Brand Partners are prohibited from using another Brand Partner's or Customer's credit card, debit card or checking account to enroll in Nature's Frequencies or purchase products without the account holder's *written* authorization. Brand Partners are required to keep all written authorization indefinitely in case the Company needs proof of authorization at any time in the future.

5.9.4 Purchase Limits

Nature's Frequencies reserves the right to limit purchases made by Brand Partners, if, in their sole judgment, they believe those purchases are being made solely for bonus qualification or rank achievement purposes instead of for personal use or resale.

5.10 Lifestyle Rewards Manipulation

Nature's Frequencies prohibits the manipulation of its Lifestyle Rewards Plan, including, but not limited to, the practice of "stacking" which is defined herein as the unauthorized manipulation of the compensation plan by sponsoring themselves, family members or business partners into multiple positions and placing orders to trigger commissions, bonuses or promotions for themselves and/or their family and business partners.

Nature's Frequencies Brand Partners may operate or have an ownership interest, legal or equitable, as an individual, sole proprietorship, partner, shareholder, trustee or beneficiary in only one (1) Nature's Frequencies business.

No individual may register, operate or receive compensation from more than one Nature's Frequencies business. Individuals of the same family unit may each enter into or have an interest in their own separate Nature's Frequencies business, only if each subsequent family position is placed frontline to the first family member enrolled. A "family unit" is defined as a spouse and dependent children living at or doing business at the same address for the purposes of this Policies & Procedures Manual.

If the Company determines that unethical manipulation of the Lifestyle Rewards Plan has occurred, the Company may, at its sole discretion, terminate all Brand Partner Membership Accounts involved without the consent of any Brand Partners in the organization and without recourse, refund or reimbursement. Brand Partners waive any and all claims against the Company related to these actions.

5.11 Lifestyle Rewards Misrepresentation

Nature's Frequencies prohibits Brand Partners from misrepresenting themselves, the Nature's Frequencies' Products, Direct Sales Opportunity or Lifestyle Rewards Plan to prospective Customers or Brand Partners.

Nature's Frequencies requires its Brand Partners to present all Nature's Frequencies' Products, Direct Sales Opportunity or Lifestyle Rewards Plan information accurately without omissions or exaggerations.

Nature's Frequencies Brand Partners are required to make it clear that all earnings from the Lifestyle Rewards Plan are based solely upon the sale of Nature's Frequencies products to Customers and upon the sales generated by Brand Partners they have referred to the company.

Nature's Frequencies Brand Partners may not misrepresent what it takes to be successful in the Nature's Frequencies business. Examples of misrepresentations include, but are not limited to, statements such as: (1) you can get rich quick; (2) you don't have to buy or sell anything; (3) you don't have to do anything; (4) we do all the work for you; or (5) we build your business for you.

Misrepresentation may also include, but is not limited to, making income projections, income guarantees, get rich quick claims and hypothetical income claims. It may also include sharing income testimonials and/or showing or displaying earnings statements, checks, bank accounts or tax statements. It may also include making lifestyle claims which typically include get-rich-quick statements and showing pictures of lavish homes, luxury cars, boats and exotic vacations.

SECTION 6 – TRADEMARKS

A “Trademark” is defined herein as a brand name and may include any word, name, symbol, device, or any combination used or intended to be used, to identify and distinguish the goods of one seller or provider from the goods of others. A “Trade Name” is any individual name, surname or firm name used to identify a business, vocation or occupation.

Nature's Frequencies owns a variety of trademarks and trade names in connection with its business, including, but not limited to, the Nature's Frequencies Name and any other names that have been adopted by the Company in connection with its business and Brand, including, but not limited to, Nature's Frequencies.

These trademarks and trade names are the exclusive proprietary property of Nature's Frequencies. As such, these marks are of great value to the Company. For that reason, Nature's Frequencies safeguards, protects and defends the proprietary rights of its trademarks and trade names by restricting where and how they can be used and displayed, as well as who is authorized to use and display them, to ensure their protected names will not be lost or compromised by unauthorized use.

Therefore, Brand Partners are granted limited restricted authorization to use the Company trademarks and trade names, within the terms set forth in the Policies & Procedures Manual and the Brand Partner Agreements exclusively for the purpose of conducting their Nature's Frequencies Direct Sales business. This limited authorization in no way implies or transfers any ownership or claim to those trademarks or trade names.

If a Brand Partner is in violation of any Company trademark policy, they are required to cease immediately and take corrective action to avoid disciplinary action. If any third party is in violation of any Company trademark policy, they are required to cease immediately and take corrective action to avoid legal action.

6.1 Nature's Frequencies Logo

Nature's Frequencies prohibits the use of its Company logo in advertising and marketing promotions not provided by the Company. This includes the embedding of the logo or any other Company image on another image. Anyone who has violated this policy is required to cease immediately and take corrective action to avoid disciplinary action.

Nature's Frequencies provides a separate logo exclusively for Brand Partners with the “Brand Partner” title embedded in the logo design to clearly identify them as Brand Partners. This is the only version of the logo approved for use by Brand Partners.

6.2 Trademarks & Stationary

Nature's Frequencies Brand Partners are prohibited from creating or using the Nature's Frequencies name on any printed materials such as letterhead, envelopes, labels, business cards or literature. Only items produced and provided by the Company may include the name “Nature's Frequencies.” Anyone who has violated this policy is required to cease immediately and take corrective action to avoid disciplinary action.

6.3 Trademarks & Identification

Nature's Frequencies Brand Partners are prohibited from using terms such as “Home Office,” “Headquarters,” “Corporate,” “Owner” or any other misleading term or phrase that implies they are the official Company or Corporate headquarters in any verbal or written communication or on any social media network, blog, website or literature. Anyone who has violated this policy is required to cease immediately and take corrective action to avoid disciplinary action.

6.4 Trademarks & Telephone

Nature's Frequencies Brand Partners are prohibited from using the name "Nature's Frequencies" or "Nature's Frequencies Corporate" in answering the telephone, creating a voice message or using an answering service, to avoid giving the impression the caller has reached Nature's Frequencies' corporate office. Anyone who has violated this policy is required to cease immediately and take corrective action to avoid disciplinary action.

However, Brand Partners are authorized and required to identify themselves by using these approved phrases: "Nature's Frequencies Brand Partner" or "Nature's Frequencies Independent Brand Partner." Anyone who has violated this policy is required to cease immediately and take corrective action to avoid disciplinary action.

6.5 Trademarks & Directory Listings

Nature's Frequencies Brand Partners are prohibited from using the name "Nature's Frequencies" or "Nature's Frequencies Corporate" in any directory listing, either in print or online, to avoid giving the impression that they are accessing or contacting the Nature's Frequencies' corporate office.

However, Brand Partners are permitted to be listed in directories as long as they identify themselves with the required titles such as: “Nature’s Frequencies Brand Partner” or “Nature’s Frequencies Independent Brand Partner.” Anyone who has violated this policy is required to cease immediately and take corrective action to avoid disciplinary action.

6.6 Trademarks & E-Mail Addresses

Nature’s Frequencies Brand Partners are prohibited from using or registering any of Nature’s Frequencies’ trademarks, trade names or any derivative thereof, in their e-mail addresses to avoid giving the impression to e-mail recipients that they are the Company. If a Brand Partner has registered an e-mail address in violation of this policy, they are required to cease using the e-mail immediately to avoid disciplinary action.

6.7 Trademarks & Domains

Nature’s Frequencies Brand Partners are prohibited from using or registering any of Nature’s Frequencies’ trademarks, trade names or any derivative thereof, for any purpose, including, but not limited to, internet domain names (URL), third party websites or blogs. If a Brand Partner has registered a domain name in violation of this policy, they are required to surrender the domain immediately to Nature’s Frequencies to avoid disciplinary action.

6.8 Trademarks & Social Media

Nature’s Frequencies Brand Partners are permitted to use “Nature’s Frequencies” in their social media links and page names with the exception of a Facebook Personal Profile which is also against Facebook’s Terms of Service.

However, Brand Partners are required to clearly and prominently identify themselves on all social media accounts as a “Nature’s Frequencies Brand Partner” or “Nature’s Frequencies Independent Brand Partner” either in the page link (URL), page name and/or page banner image so it is clear to all visitors that they are not accessing the official corporate social media account.

Nature’s Frequencies also prohibits Brand Partners from using the Company logo on their social media accounts to avoid misleading prospects into thinking they are accessing the Company account.

Nature’s Frequencies provides a separate logo exclusively for Brand Partners with the “Brand Partner” title embedded in the logo design to clearly identify them as Brand Partners. This is the only version of the logo approved for use by Brand Partners.

If a Brand Partner is in violation of this policy, they are required to cease immediately and take corrective by adding the required Brand Partner identification as directed and/or changing the name of social media networks, pages, groups, links, etc. or shut them down completely to avoid disciplinary action.

6.9 Trademark Use Revocation

Nature’s Frequencies reserves the right to revoke permission, at any time for any reason, without obligation or recourse, to use or display advertising and marketing promotions, including, but not limited to, advertisements, marketing promotions, presentations, media sources, social media pages, blogs or websites, that use or display their trademarks, trade names, service marks or other intellectual property.

Brand Partners whose Membership Accounts have been terminated, either voluntarily or involuntarily, for any reason, must discontinue use of all advertisements, marketing promotions, presentations, media sources, social media pages, blogs or websites, that use or display their logos, trademarks, trade names, service marks or other intellectual property even if previously authorized for use.

If a site or reference cannot be removed, Brand Partners must clearly disclose that they are no longer a Brand Partner associated with Nature's Frequencies on any site where they have previously identified themselves as such.

Brand Partners have five (5) business days from the date of Membership Account termination to remove all advertising and marketing promotions, social media sites, blogs or websites and any other references to the Company, its trademarks, trade names or any other intellectual property.

Failure to comply with this revocation and requests for removal and discontinuance may result in fines and legal action to protect the Company and its Brand.

6.10 Third-Party Trademarks & Copyrights

Nature's Frequencies prohibits Brand Partners from using or referencing the trademarks, trade names, service marks, copyrights or other intellectual property owned by any third party where any reference is also made to Nature's Frequencies without written permission to use that property.

It is the sole responsibility of the Brand Partner to ensure they have received the proper license to use or reference such intellectual property and pay the appropriate license fee if required.

All third-party intellectual property must be properly referenced as the property of the third-party, and Brand Partners must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

SECTION 7 – ADVERTISING & MARKETING

Nature's Frequencies has provided strict guidelines for advertising and marketing Nature's Frequencies Products and the Nature's Frequencies Direct Sales Opportunity, set forth in this Policies & Procedures Manual, Brand Partner Agreement and all other published policies and agreements.

These strict guidelines safeguard the Company and its Brand Partners from the serious consequences of violating US government regulations, which may result in government fines imposed on individual Brand Partners as well as the Company.

Therefore, the Company strictly enforces its advertising and marketing policies and failure to comply with these policies will result in disciplinary action as defined in this Policies & Procedures Manual and the Brand Partner Agreements.

Regardless of the country where a Brand Partner resides or does business, all business conducted in connection with Nature's Frequencies is governed by the regulatory authorities in the United States where the Company headquarters is located, and therefore all Brand Partners are required to comply with those US government regulations.

7.1 Advertising & Marketing Resources

Nature's Frequencies Brand Partners are required to use the pre-approved sales and marketing advertisements, promotions, materials, presentations, videos, websites and all other resources provided by the Company exclusively in order to uphold and protect the Company and its Brand while also maintaining strict compliance with government regulations where the Company headquarters is established.

7.2 Advertising & Marketing Resources Restrictions

Nature's Frequencies strictly prohibits Brand Partners from creating their own sales and marketing materials, including, but not limited to, business cards, flyers, brochures, banners, graphic display ads, videos, slide presentations and websites that include any reference to Nature's Frequencies or its trademarks, products, logos and images.

The only exception to this policy is written advertising copy for online and offline ads such as classified ads, which must be submitted to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com for approval prior to use.

However, Brand Partners may submit requests for sales and marketing resources to Nature's Frequencies' Compliance Department Compliance@NaturesFrequencies.com. All requests will be considered. However, there is no guarantee requests will be granted.

Nature's Frequencies Brand Partners are prohibited from altering any pre-approved sales and marketing resources, with the exception of adding their contact information and links to their Nature's Frequencies replicated website.

7.3 Advertising & Marketing Images

Nature's Frequencies Brand Partners are prohibited from creating their own Nature's Frequencies branded images, including, but not limited to, overlaying the Company name, trade name, product image or logo over another image.

Nature's Frequencies provides a separate logo exclusively for Brand Partners with the "Brand Partner" title embedded in the logo design to clearly identify them as Brand Partners. This is the only version of the logo approved for use by Brand Partners in their advertising and marketing promotions.

Nature's Frequencies licenses photos and graphic images for use in its advertising, packaging and websites. These images are often purchased and licensed from outside vendors exclusively for Company use, and therefore, the contract and/or licensing may not extend to Brand Partners. Therefore, Brand Partners must request permission prior to using any photos or graphic images used by Nature's Frequencies that are not expressly provided by the Company for Brand Partner use.

7.4 Advertising & Marketing Digital Content

Nature's Frequencies Brand Partners may not edit, upload, submit or publish any digital content produced by Nature's Frequencies without written permission from Nature's Frequencies' Compliance Department.

Nature's Frequencies Brand Partners may not record, upload, submit or publish any digital content produced from any Nature's Frequencies meeting or event without written permission from Nature's Frequencies' Compliance Department.

Brand Partners are legally and financially responsible and liable for their own verbal and written communications made regarding Nature's Frequencies' Products, Direct Sales Opportunity and Lifestyle Rewards Plan that are not expressly contained in official Company materials that result in legal action and/or fines from any authorities.

7.5 Advertising & Marketing Live Video

Nature's Frequencies Brand Partners may present general health or business information on live video streams provided they adhere to the terms set forth in this Policies & Procedures manual and all applicable laws including copyright and trademark laws.

However, all recorded video content that mentions Nature's Frequencies or is used in connection with Nature's Frequencies, must be pre-recorded and submitted to Nature's Frequencies' Compliance Department for approval prior to posting.

7.6 Advertising & Marketing Approval Revocation

Nature's Frequencies reserves the right to revoke permission, at any time for any reason, without obligation, recourse or reimbursement, to use or display advertising and marketing promotions, including, but not limited to, advertisements, marketing promotions, presentations, media sources, social media pages, blogs or websites, that use or display their trademarks, trade names, service marks or other intellectual property.

Brand Partners whose Membership Accounts have been terminated, either voluntarily or involuntarily, for any reason, must discontinue use of all advertisements, marketing promotions, presentations, media sources, social media pages, blogs or websites, that use or display their logos, trademarks, trade names, service marks or other intellectual property even if previously authorized for use.

If a site or reference cannot be removed, Brand Partners must clearly disclose that they are no longer a Brand Partner associated with Nature's Frequencies on any site where they have previously identified themselves as such.

Brand Partners have five (5) business days from the date of Membership Account termination to remove all advertising and marketing promotions, social media sites, blogs or websites and any other references to the Company, its trademarks, trade names or any other intellectual property.

Failure to comply with this revocation policy and requests for removal and discontinuance may result in fines and legal action to protect the Company and its Brand.

7.7 Advertising & Marketing Storage

Nature's Frequencies Brand Partners may not use third-party sites to store or access Company materials such as documents, brochures, CDs, videos, tapes, events, presentations and websites. This Policy ensures brand consistency, allows Customers and Brand Partners to stay up to date with changing products, services and information and assists in compliance with changing government regulations.

7.8 Advertising & Marketing Accuracy

Nature's Frequencies requires all Brand Partners to avoid deceptive, misleading, unethical or unprofessional content, statements, conduct or practices in any advertising or marketing promotions or when presenting Nature's Frequencies' Products, Direct Sales Opportunity or Lifestyle Rewards Plan.

Nature's Frequencies requires all Brand Partners to completely and accurately present all information regarding Nature's Frequencies' Products, Direct Sales Opportunity or Lifestyle Rewards Plan. Brand Partners must ensure that their statements are accurate and truthful which may require fact-checking of all statements.

Nature's Frequencies Brand Partners may not make any claims or statements regarding Nature's Frequencies' Products, Direct Sales Opportunity or Lifestyle Rewards Plan. except those contained in official Company literature and websites.

7.9 Advertising & Marketing Comments & Responses

Nature's Frequencies Brand Partners must avoid negative and inappropriate conversations, comments, images, video, audio, applications, including, but not limited to unlawful, sexually-explicit, obscene, pornographic, vulgar, offensive, profane, hateful, threatening, violent, harmful, defamatory, libelous, harassing, disparaging or discriminatory, including but not limited to race, ethnicity, creed, religion, gender, sexual orientation or disability.

Nature's Frequencies Brand Partners are prohibited from responding to any person who places a negative post about them or the Company. Responding to such negative posts often escalates the negative impact of the post causing further damage to the reputation and high standards of the Company, its Customers and Brand Partners.

Therefore, negative posts should be removed, if possible, and reported to Nature's Frequencies' Compliance Department as well as the owner of the site where the post occurs.

Nature's Frequencies Brand Partners are personally responsible for their comments and all online activity that relates to Nature's Frequencies and/or can be traced or connected to Nature's Frequencies, whether the social media site, blog or website is owned, operated or controlled by the Brand Partner or a third party.

Failure to comply with any of the terms set forth in this Policies & Procedures Manual and Brand Partner Agreement may result in disciplinary action. The determination of what is considered negative and inappropriate is at the Company's sole discretion, and Brand Partners will be subject to disciplinary action.

Nature's Frequencies has set up official Company accounts on social media networks to provide a public platform for information and marketing about the Company to create awareness and recognition for its products and its Brand. Therefore, Brand Partners are prohibited from using Nature's Frequencies' social media accounts, pages or groups for self-promotion, customer support issues, complaints or grievances.

Any violation of these policies will result in the posts being deleted and/or flagged and reported to the social media network, which could lead to disciplinary action from the social media network, including suspension or termination of their account. Nature's Frequencies will also ban and block the Brand Partner from their social media networks permanently and they will be subject to disciplinary action.

7.10 Advertising & Marketing Prohibited Content

Nature's Frequencies Brand Partners must avoid negative and inappropriate advertising and marketing content, including conversations, comments, posts, images, video, audio or applications, that is unlawful, sexually-explicit, obscene, pornographic, vulgar, offensive, profane, hateful, threatening, violent, harmful, defamatory, libelous, harassing, disparaging or discriminatory, including but not limited to race, ethnicity, creed, religion, gender, sexual orientation or disability.

Nature's Frequencies prohibits Brand Partners from using negative advertisements and promotions that use the shock factor or negative statements about the Company, Products or Direct Sales Opportunity in order to get attention. Negative promotions often include headlines such as "Find Out Why Nature's Frequencies is a Scam" or "Why You Shouldn't Join Nature's Frequencies."

Nature's Frequencies prohibits Brand Partners from using any type of hidden or malicious code to manipulate the results of any online advertising or marketing.

Nature's Frequencies prohibits Brand Partners from using advertising and marketing content that is false, misleading or deceptive in any way. This includes, but is not limited to, false or deceptive postings relating to the Nature's Frequencies' Products, Direct Sales Opportunity, Lifestyle Rewards Plan and/or a Brand Partner's biographical information and credentials.

The determination of what is considered negative, inappropriate, misleading or deceptive, is at the Company's sole discretion, and the offending Brand Partners will be subject to disciplinary action.

Nature's Frequencies Brand Partners are personally responsible for their postings and all online activity that relates to Nature's Frequencies and/or can be traced or connected to Nature's Frequencies, whether the social media site, blog or website is owned, operated or controlled by the Brand Partner or a third party. Failure to comply with any of the terms set forth in this Policies & Procedures Manual and Brand Partner Agreement may result in disciplinary action.

7.11 Advertising & Marketing Misrepresentation

Nature's Frequencies prohibits Brand Partners from misrepresenting themselves in advertising or marketing promotions, social media networks, blogs, websites or public forums, which may mislead prospects into thinking they are accessing the Company or a Company owner, officer, employee or partner, in an attempt to gain the competitive advantage over other Brand Partners.

Therefore, Nature's Frequencies Brand Partners must clearly identify themselves as a Brand Partner in advertising or marketing promotions, social media networks, blogs, websites or public forums by adding the phrase "Nature's Frequencies Brand Partner" or "Nature's Frequencies Independent Brand Partner." On social media, this includes adding "Brand Partner" either in the page link (URL), page name and/or page banner image so it is clear to all visitors that they are not accessing the official corporate social media account.

Nature's Frequencies Brand Partners are also prohibited from using the Company logo or other images representing the Company as a "profile photo" on their personal profiles or social media sites. However, Nature's Frequencies provides a separate logo exclusively for Brand Partners with the "Brand Partner" title embedded in the logo design to clearly identify them as Brand Partners. This is the only version of the logo approved for use by Brand Partners.

7.12 Advertising & Marketing Product Claims & Testimonials

Nature's Frequencies maintains strict compliance with all government regulations enforced by United States regulatory authorities such as the Federal Drug Administration (FDA) and the Federal Trade Commission (FTC), both of which have guidelines regarding product and health claims. Therefore, the Company requires its Brand Partners to do the same.

These regulatory agencies prohibit any claims that any health product cures, treats, mitigates or prevents any illness or disease. Such statements can be perceived and classified as medical or drug claims by government regulators.



Nature's Frequencies Policies & Procedures

Not only do such claims violate Company policies, but they also potentially violate federal and state laws and regulations, including, but not limited to, the Federal Food, Drug and Cosmetic Act and Federal Trade Commission Act.

Use of the required disclaimers does not provide a license to bypass the regulations. It serves as a warning to prospective Customers regarding the usage of the products being promoted.

For that reason, Nature's Frequencies Brand Partners are prohibited from making any claims, either verbally or in writing, that Nature's Frequencies products cure, treat, mitigate or prevent any illness or disease, **even if such claims are true and verified by medical documentation**. This includes making any reference to any medical illness or disease in connection with Nature's Frequencies products.

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Nature's Frequencies provides approved advertising and marketing content, including health testimonials, that have been checked carefully for compliance. Brand Partners may only use the pre-approved statements provided by the Company and/or contained in official Company literature provided the content remains in its original form without any alterations.

Brand Partners must maintain full compliance with the terms set forth in this Policies & Procedures Manual including the required FDA Disclaimer such as: *"These statements have not been evaluated by the FDA. This product is not intended to diagnose, treat, cure, or prevent any disease."* Additional disclaimers are required for before and after photos such as *"Results may vary. Results are not intended to represent or guarantee the same results."*

If a Brand Partner wishes to share a compliant third-party testimonial or before and after photos, they must get the individual's prior written permission to use their testimonial and images by having them complete the official Testimonial Release Form provided by the Company.

7.13 Advertising & Marketing Income Claims

Nature's Frequencies Brand Partners are prohibited from making income claims while discussing or presenting Nature's Frequencies' Products, Direct Sales Opportunity or Lifestyle Rewards Plan to prospective Customers or Brand Partners.

Nature's Frequencies Brand Partners are required to make it clear that all earnings from the Lifestyle Rewards Plan are based on the sale of Nature's Frequencies products to Customers and on the sales generated by Brand Partners on their Direct Sales Team.

The term "Income Claims" may include, but is not limited to, making income projections, income guarantees, average earnings claims, non-average earnings claims, earnings range claims, get rich quick claims and hypothetical income claims.

The term "Income Claims" may also include sharing income testimonials and/or showing or displaying earnings statements, checks, bank accounts or tax statements. Income claims also include lifestyle claims which typically use get-rich-quick statements and show pictures of lavish homes, luxury cars, boats and exotic vacations.

Nature's Frequencies Brand Partners may not misrepresent what it takes to be successful in the Nature's Frequencies Direct Sales business. Examples of misrepresentations include, but are not limited to, statements such as: (1) you can get rich quick; (2) you don't have to buy or sell anything; (3) you don't have to do anything; (4) we do all the work for you; or (5) we build your business for you.

7.14 Advertising & Marketing Indemnification

Nature's Frequencies Brand Partners are solely responsible for all their verbal and written statements made regarding the Company, which are not expressly contained in the official Company materials. Brand Partners agree to indemnify all Nature's Frequencies officers, directors, employees and agents and hold them harmless from any and all liability including judgements, civil penalties, refunds, attorney fees, court costs or lost business as a result of the Brand Partner's unauthorized actions. This provision survives the termination of this Policies & Procedures Manual and Brand Partner Agreement.

7.15 Advertising & Marketing International Markets

Nature's Frequencies Brand Partners are only authorized to sell Nature's Frequencies products to Customers and Brand Partners in countries where the Company is authorized to conduct business, according to the laws and regulations of each country.

Brand Partners may not sell products in any country where Nature's Frequencies products have not received applicable government authorization or approval. One or more products may also be prohibited in some areas of the world. Therefore, Brand Partners may not promote, advertise or sell products that are not legal in those countries. It is the sole responsibility of Brand Partners to be informed regarding the legal requirements, limitations and prohibitions of doing business in their city, state and country.

Brand Partners may not promote the Nature's Frequencies Direct Sales Opportunity in any country where the Company has not received applicable government authorization or approval. This includes, but is not limited to, advertisements, public displays, trade shows, seminars, meetings or events for the purpose of conducting Customer Sales or enrolling Brand Partners.

Nature's Frequencies Brand Partners may not use official Nature's Frequencies materials to promote Nature's Frequencies' Products, Direct Sales Opportunity or Lifestyle Rewards Plan. in any country where the Company has not established a legal business presence.

7.16 Advertising & Marketing Third-Party Endorsements

Nature's Frequencies prohibits Brand Partners from claiming any endorsement from any third-party, including, but not limited to, a company, organization, celebrity or public figure. That includes making statements and displaying photos giving the impression that they use and/or endorse Nature's Frequencies products, even if it is true.

In most cases, such endorsements require an endorsement deal and legal agreement. However, no Brand Partner is authorized to enter into an endorsement agreement on behalf of, or in connection with, Nature's Frequencies.

If a Brand Partner has a personal connection with a third-party who wishes to endorse Nature's Frequencies products, it must be submitted to Nature's Frequencies' Compliance Department for review and consideration. However, the Company does not pay for product endorsements.

7.17 Advertising & Marketing Third-Party Trademarks & Copyrights

Nature's Frequencies prohibits Brand Partners from using or referencing the trademarks, trade names, service marks, copyrights or other intellectual property owned by any third party where any reference is also made to Nature's Frequencies without written permission to use that property.

It is the sole responsibility of the Brand Partner to ensure they have received the proper license to use or reference such intellectual property and pay the appropriate license fee if required. All third-party intellectual property must be properly referenced as the property of the third-party, and Brand Partners must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

7.18 Advertising & Marketing Methods

Nature's Frequencies permits Brand Partners to use a variety of advertising and marketing methods. However, the methods used must be ethical and must comply with all the terms set forth in this Policies & Procedures Manual as well as all local, state and federal laws.

7.18.1 Classified Ads

Nature's Frequencies permits Brand Partners to use classified ads in print or online. However, any ad that mentions Nature's Frequencies in any way, or links to any Nature's Frequencies website or resource, requires prior written approval from Nature's Frequencies' Compliance Department. Ads that do not mention the Company are considered "Generic Ads" [Please See Generic Ads Section]

Since many classified ads are run in the employment section, if there is a specific section designated as "work from home" or "business opportunities," the ad should be placed in those sections. However, regardless of where the ad is placed, it should very clear it is an offer for a business opportunity and not a job.

In fact, it is a violation of the FTC Business Opportunity Rule that states: "Under the Rule, sellers can't claim they're offering you a job when they're really promoting a business opportunity." It is also a violation of FTC guidelines to promise any specific income or income potential from a business opportunity. [Please see the FTC.gov website for additional information regarding business opportunities.]

7.18.2 Banner Ads

Nature's Frequencies permits Brand Partners to use banner ads provided by the Company. Banner ads must contain current links to the Brand Partner's replicated website or a pre-approved third-party lead capture system.

7.18.3 Generic Ads

Nature's Frequencies permits Brand Partners to use generic ads, also referred to as "blind ads," as long as the ad does not include direct links to a Nature's Frequencies site and does not include references to the Nature's Frequencies' name, trademarks or trade names.

However, generic/blind ads must still adhere to government regulations regarding health and income claims and failure to follow those regulations may result in fines imposed by those regulatory agencies.

All other advertisements must have prior written approval from Nature's Frequencies' Compliance Department as set forth in this Policies & Procedures Manual.

7.18.4 Sponsored Ads & Sponsored Links

Nature's Frequencies permits Sponsored Link advertising provided it complies with the terms set forth in this Policies & Procedures Manual and the respective Brand Partner Agreement. However, the ad and the link must not be misleading or deceptive and the links used must direct prospects to a Brand Partner's replicated site or a pre-approved lead capture system. The promotion must also make it clear that the ad is sponsored by a Brand Partner and not the Company.

7.18.5 Pay Per Click Advertising

Nature's Frequencies permits Pay-Per-Click (PPC) advertising, also referred to as Search Engine Marketing (SEM), such as Google AdWords, provided it complies with the terms set forth in this Policies & Procedures Manual and the respective Brand Partner Agreement. However, Brand Partners may not purchase corporate trademarks in Google AdWords or other similar marketing platforms. The ad and the link must not be misleading or deceptive and the links used must direct prospects to a Brand Partner's replicated site or a pre-approved lead capture system.

7.18.6 Digital Media

Nature's Frequencies Brand Partners are prohibited from producing, recording, selling or distributing their own digital media content containing Company meetings, events or presentations, in whole or in part. All authorized digital media content, edited for legal compliance and approved for use, is available on the Company's media channels and app.

7.18.7 Media & Media Inquiries

All media inquiries made to Brand Partners must be directed to Nature's Frequencies' Compliance Department immediately. No Brand Partner is authorized to speak on behalf of, or in connection with, Nature's Frequencies.

Therefore, Nature's Frequencies prohibits Brand Partners from soliciting media outlets for the purpose of representing or being interviewed in connection with Nature's Frequencies to promote or discuss Nature's Frequencies Products, Direct Sales Opportunity or Lifestyle Rewards Plan without prior written permission from Nature's Frequencies' Compliance Department.

Nature's Frequencies reserves the right to grant or deny permission on a case-by-case basis, based on many factors, at its sole discretion. If written permission is granted, the interview must be conducted using a Company-approved script that follows the strict advertising guidelines set forth in this Policies & Procedures Manual and the respective Brand Partner Agreement.

7.18.8 Press Releases

Nature's Frequencies prohibits Brand Partners from submitting and/or publishing press releases that reference Nature's Frequencies in any way.

7.18.9 Corporate Solicitation

Nature's Frequencies prohibits Brand Partners from soliciting corporations or commercial chains without prior written authorization from the company owners. Nature's Frequencies Brand Partners are not authorized to conduct meetings, negotiate contracts or sign agreements in connection with, or on behalf of, Nature's Frequencies.

7.18.10 Marketing & Lead Generation Systems

Nature's Frequencies permits Brand Partners to use marketing and lead generation systems provided they are in strict compliance with all legal regulations and the policies set forth in this Policies & Procedures Manual and respective Brand Partner Agreement. This includes, but is not limited to, making health claims and income claims.

Therefore, lead generation systems and the marketing content used in the systems require prior written approval from Nature's Frequencies' Compliance Department even if said system contains "generic" content that does not specifically mention Nature's Frequencies' Products, Direct Sales Opportunity or Lifestyle Rewards Plan if it eventually directs a prospect to Nature's Frequencies.

After initial approval is granted, Brand Partners must submit any changes or modifications to the system or its content to the Compliance Department for approval prior to publication. Failure to comply with all requirements, will result in the mandatory shutdown of the site or system and may result in disciplinary action.

7.18.11 Websites & Blogs [See Product Sales Venues Prohibited]

Nature's Frequencies Brand Partners are required to promote their business using the Company's branded replicated website which provides a professional presence while also maintaining the brand image and full compliance with all regulatory agencies.

Nature's Frequencies prohibits Brand Partners from creating any websites or blogs that include the Nature's Frequencies name or any trademarks or trade names in their URL or site name or any Company images for the purpose of promoting Nature's Frequencies' Products, Direct Sales Opportunity or Lifestyle Rewards Plan.

However, Brand Partners are permitted to promote Nature's Frequencies' Products, Direct Sales Opportunity or Lifestyle Rewards Plan on their own non-Nature's Frequencies website or blog. For example, a health professional may have a blog about general health topics, or a home business coach may have a blog about general home business success tips. However, all sales transactions must be processed through the official Nature's Frequencies website and shopping cart and are therefore, prohibited from being processed on third-party sites or shopping carts.

Nature's Frequencies regularly updates the product information, descriptions and resources on the Company replicated website to maintain strict government compliance. Product packages and promotions are also updated regularly. Therefore, Brand Partners are prohibited from publishing that information on third-party sites or blogs to ensure the information is always current and accurate. However, Brand Partners are permitted to link to the information on their Nature's Frequencies replicated site from approved sites.

Nature's Frequencies requires the site content to be professional, ethical and moral in alignment with Company's high standards to avoid defaming or devaluing the Company and the Nature's Frequencies Brand. Therefore, Nature's Frequencies reserves the right to require the removal of its name and content from any site they deem inappropriate or not in alignment with their Company and Brand standards.

This exception to use a non-Nature's Frequencies site should not be used to circumvent the terms set forth in this Policies & Procedures Manual and Brand Partner Agreement. If the Company determines, at its sole discretion, that the true purpose of the website or blog is to exclusively promote Nature's Frequencies, then it will be considered a violation of said terms which will result in the required removal of all content related to Nature's Frequencies as well as disciplinary action.

7.18.12 Trade Shows & Expos

Nature's Frequencies Brand Partners may display and promote the Nature's Frequencies products and/or Direct Sales Opportunity at Company-approved events such as tradeshow, expos, health fairs, job fairs or temporary kiosks ("Events") by adhering to the guidelines set forth in this Policies & Procedures Manual and the Brand Partner Agreement.

Brand Partners who wish to participate in an event must submit an Event Approval Request Form to Nature's Frequencies' Compliance Department with all the required details including, but not limited to, the event name, theme, promoter, date, venue, geographic location, size, cost, number of attendees, type of attendees, product sales restrictions, business opportunity restrictions and Brand Partner participants.

Nature's Frequencies reserves the right to refuse authorization to promote its brand at any forum or venue that it deems unsuitable to maintain the reputation and value of its brand. Nature's Frequencies reserves the right to refuse authorization if the forum or venue is located in a region where the Company is not authorized to conduct product sales and/or is officially open for business.



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Brand Partners may promote Nature's Frequencies products at any Company-approved event that permits the sale of products. Brand Partners must verify with event promoters that the sale of products is permitted and the terms and conditions of such sales.

Brand Partners may promote the Nature's Frequencies Direct Sales Opportunity at any Company-approved event that permits the promotion of a business opportunity. Brand Partners must verify with event promoters that business opportunities are permitted. This is especially important at job fairs where they may be prohibited.

If approved, Brand Partners must make it very clear in all Company-approved materials and signage that they are promoting a business opportunity and not a job. In fact, it is a violation of the FTC Business Opportunity Rule that states: "Under the Rule, sellers can't claim they're offering you a job when they're really promoting a business opportunity." [Please see the FTC.gov website for business opportunity information.]

Only one Brand Partner may register and attend each event. Therefore, Brand Partners are required to register for events under the name "Nature's Frequencies Brand Partner" on the registration form. This will allow other Brand Partners to verify there are no other Nature's Frequencies Company representatives or Brand Partners registered for an event before registering and/or paying for an event.

The Brand Partner shown on the registration has the right to invite other Brand Partners in good standing to participate in the event. However, it is the responsibility of the Brand Partner registered to ensure that the event is conducted in a professional and ethical manner that reflects well on the Company and its Brand.

It is considered unprofessional and unethical for other Brand Partners who are not registered, or authorized by the registered Brand Partner, to attend such an event, regardless of the purpose or intent. In most cases, the purpose and intent is to capitalize on the registered Brand Partner's marketing and promotions investment and efforts.

Nature's Frequencies Brand Partners are only permitted to use official Company event materials, including, but not limited to, business cards, promotional literature, promotional logo give-away items, signs and banners. Any items needed, but not currently available from the Company, may be requested via email at Compliance@NaturesFrequencies.com.

All additional generic display supplies such as tablecloths or other decorative items must be professional, tasteful and in good clean condition to properly represent the Company and its Brand. It is preferable to coordinate all displays with the Company's style and brand guidelines for the most professional and attractive display.

7.18.13 Presentations [Also See Separate Presentation Policy]

Nature's Frequencies has provided a Presentation Policy document which is designed to help presenters maintain compliance in their presentations. These policies apply to anyone presenting on behalf of, or in connection with, Nature's Frequencies. To maintain compliance, presenters may only use pre-approved presentations and the Company reserves the right to edit presentations and presentation recordings.

FDA/FTC Health Claims Compliance

Nature's Frequencies is a U.S. company, so they are bound by the laws and regulations of the US Federal Drug Administration (FDA) and the Federal Trade Commission (FTC). Nature's Frequencies has retained a top legal attorney to help guide them in areas of FDA and FTC compliance. All presenters are required to follow these compliance guidelines.

- Nature's Frequencies is a US Company, so They are Bound by US FDA & FTC Regulations
- FDA & FTC Compliance is Required by Everyone Including Health Professionals
- FDA & FTC Compliance Extends to Everyone Representing the Company Outside the US
- The Company Attorney Reviews Company Presentations to Ensure Compliance
- FDA Guidelines Prohibit Mentioning Any Diseases/Illnesses – Only Symptoms & Feelings
- FDA Guidelines Prohibit Recommending Any Product as a Substitute for Medical Treatment
- Approved Structure-Function Claims: Product Helps the Body Stay Healthy & Function Normally
- Unapproved Disease/Drug/Medical Claims: Diagnoses/Prevents/Treats/Cures Disease or Illness
- Disease Definition: Damaged Organ/Structure/System Such that it Does Not Function Properly
- All Marketing Requires the FDA Disclaimer, but the Disclaimer is NOT a License to Ignore their Rules

FDA Disclaimer

These statements have not been evaluated by the Food and Drug Administration.
This product is not intended to diagnose, treat, cure, or prevent disease.

FTC Income Claims Compliance

- FTC Compliance is Critical for the Company & Brand Partners
- The Federal Trade Commission (FTC) Regulates Financial Claims
- FTC Guidelines Prohibit Making Any Type of Financial/Income/Earnings Claims or Promises
- Income Claims Include Showing Existing or Potential Earnings
- Income Claims also Include Extravagant Lifestyle Claims & Get Rich Quick Claims
- All Marketing Requires the FTC Disclaimer, but the Disclaimer is NOT a License to Ignore their Rules
- Companies are Also Required to have an Income Disclosure Statement [IDS] of Average Earnings
- There are 2 Income Disclosure Statements – A Full Income Disclosure Statement & A Short Summary
- The Company Website & Any Other Approved Sites Must have the Full Income Disclosure
- Marketing that Mentions a Business Opportunity Requires Both the FTC Disclaimer & IDS Summary
- Written Testimonials that Mention Making Money Require Both the FTC Disclaimer & IDS Summary
- Presentations that Mention the Business Opportunity Require Both the FTC Disclaimer & Income Disclaimer Statement Summary

FTC Income Disclaimer

TO BE USED IN ANY PRESENTATION THAT MENTIONS INCOME ON THE SAME SLIDE/PAGE

Brand Partners do not make any income claims. All earnings information provided is based on the Nature's Frequencies Rewards Plan and all earnings result from the sale of Nature's Frequencies products.

FTC Income Disclosure

TO BE USED IN ANY PRESENTATION THAT PROVIDES AN INCOME EXAMPLE ON THE SAME SLIDE/PAGE

This illustration is only for educational purposes and is not intended to serve as a guarantee of income. Success in this business requires hard work, dedication and good sales skills. The average Independent Brand Partner in this business earns between \$500 and \$2,000 per year. Some earn less while some earn much more.

FTC Income Disclosure Statement

TO BE USED AT THE END OF ANY PRESENTATION THAT MENTIONS INCOME

The Nature's Frequencies Lifestyle Rewards Plan is an exciting opportunity that rewards you for selling our proprietary products and for sponsoring other Brand Partners who do the same. Although the opportunity is unlimited, individual results will vary depending on market conditions, commitment levels and sales skills of each participant. Since Nature's Frequencies has recently launched, it lacks enough statistical data to prepare reliable income disclosures.



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The numbers below reflect estimates prepared by the company pending a more detailed survey to be conducted after its first year. Based on industry standards and company projections, the average annual gross revenue for Independent Brand Partners is projected to be anywhere between \$500 and \$2,000. These numbers do not reflect the expenses associated with building a Nature's Frequencies business, which could exceed the commissions received. There will certainly be participants who will earn less while others will earn much more. We're excited about the Nature's Frequencies Lifestyle Rewards Plan and we're confident it will provide you a solid foundation to help you achieve your financial goals. 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 or will earn through your participation in the Nature's Frequencies Lifestyle Rewards Plan. These income projections should not be considered as guarantees or projections of your actual earnings or profits. Success with Nature's Frequencies results only from hard work, dedication and leadership.

Presentation Etiquette

Presenters are required to represent the Company in a professional, ethical and considerate manner and should avoid discourteous, deceptive, coercive, misleading, unethical and unprofessional conduct and practices in the marketing and promotion of Nature's Frequencies' Products, Direct Sales Opportunity and Lifestyle Rewards Plan.

Nature's Frequencies presenters must avoid disparaging, negative, discriminatory and inappropriate conversations, comments, images, video, audio, applications, including, but not limited to, unlawful, obscene, vulgar, offensive, profane, hateful, threatening, violent, harmful, defamatory, libelous, harassing, disparaging or discriminatory, including but not limited to race, ethnicity, creed, religion, gender, sexual orientation, social class or disability.

Self-Promotion

Nature's Frequencies presenters are only permitted to promote Nature's Frequencies products. Self-promotion or promotion of other products, programs or services is not permitted in connection with a Nature's Frequencies presentation.

7.18.14 Online Forums

Nature's Frequencies Brand Partners may not use online forum spam or any mass-replicated methods or systems to leave comments or links in forums. Comments Brand Partners create or leave in forums must be useful, unique, relevant and specific to the forum topic to uphold and protect the high standards of the Company and its Brand.

7.18.15 Chat Rooms

Nature's Frequencies Brand Partners may not use chat spam or any mass-replicated methods or systems to leave chat room comments or links. Brand Partner comments must be useful, unique, relevant and specific to the chat room to uphold and protect the high standards of the Company and its Brand.

7.18.16 Blog Comment Spam

Nature's Frequencies Brand Partners may not use blog spam, spamdexing or any other mass-replicated methods or systems to leave blog comments or links. Brand Partner comments must be useful, unique, relevant and specific to the blog's content and article to uphold and protect the high standards of the Company and its Brand.

7.18.17 Social Media Spam

There are multiple types of Social Media Spam including Tag Spam, Direct Message Spam and Comment Spam. All are considered unethical and unprofessional as well as a violation of most social media networks' Terms of Service. Therefore, engaging in these marketing methods may result in disciplinary action including account suspension or termination.

Violations by individual Brand Partners may also result in the Company being blacklisted and/or banned on the social media network, which prohibits anyone from using the Company name or links on that network. Therefore, the Company also prohibits Brand Partners from engaging in these methods and violations may result in disciplinary action.

Tag Spam: Nature's Frequencies Brand Partners may not use social media Tag Spam to tag individuals or companies without their permission. Tag Spam is considered unethical, unprofessional and offensive to most social media users as it requires them to take action to remove the tag. Therefore, it will often result in a negative comment and will most likely be reported to the social media compliance department, which can result in disciplinary action including account suspension or termination.

Direct Message Spam: Nature's Frequencies Brand Partners may not use social media Direct Message Spam to contact mass numbers of individuals or companies. This type of messaging spam is considered unethical, unprofessional and offensive to most social media users, especially if they are not interested in the content of the message or promotion. Therefore, it will often result in a negative response and will most likely be reported to the social media compliance department, which can result in disciplinary action including account suspension or termination.

Comment Spam: Nature's Frequencies Brand Partners may not use social media Comment Spam to make a promotional comment on a post made by an individual or company without their permission. Comment Spam includes, but is not limited to, adding a promotional post on another social media account without the account owner's permission or leaving a promotional comment or link on a post in an attempt to hijack the prospects on that post or account. Comment Spam is considered unethical, unprofessional and offensive to most social media users, especially competitors. Therefore, it will often result in a negative comment and will most likely be reported to the social media compliance department, which can result in disciplinary action including account suspension or termination.

7.18.18 Email Broadcasts

Nature's Frequencies Brand Partners are permitted to send email broadcasts to prospective or existing Customers or Brand Partners only if they have prior permission to do so. However, all email must follow all current CAN-SPAM Act regulations, which means including the following elements: (1) a disclaimer that the email is an advertisement; (2) a way to immediately unsubscribe from the list; (3) a valid working return email address; (4) valid header code that identifies the true sender of an email (spammers often use fake identity information); (5) a valid website link with a proper descriptive domain name; and (6) sender's contact information including a valid physical address (street address or PO Box). All requests to unsubscribe, if not automated, should be handled immediately.

Many email services and contact management systems require contacts to subscribe, or "opt in" to an email list. Many services also recommend or require a second security step to require new subscribers to confirm their email subscription by clicking on a confirmation link sent to their email address, often referred to as "double opt-in." Only then can a marketer legally send emails to that subscriber on their list and prove they had prior permission. To protect themselves, Brand Partners should utilize every security measure available.

Failure to follow these guidelines can have serious consequences. If a recipient reports an email as SPAM, it can cause that email to be **blocked and blacklisted**, along with the Company name, which will prevent any emails from being delivered from that email address as well as any emails that mention the Company name. It is a difficult process to get an email address or Company name removed from the official blacklists and not always successful even if proof is provided that the sender had permission to email a prospect.

To prevent having emails incorrectly marked as SPAM by a recipient, it is helpful for Brand Partners to remind subscribers why and how they subscribed to their list at the top of the email, such as "This email is being sent to all my Nature's Frequencies customers who purchased products on www.NaturesFrequencies.com" or "This email is being sent because you visited my website at www.NaturesFrequencies.com and requested more information regarding Nature's Frequencies Energetic Health & Wellness Products."

Nature's Frequencies requires the email content to be professional, ethical and moral in alignment with the Company's high standards to avoid defaming or devaluing the Company and the Nature's Frequencies Brand. This includes using professional email subject lines.

7.18.19 Unsolicited Email

Nature's Frequencies prohibits Brand Partners from sending, or hiring a third-party to send, unsolicited electronic mail, or email, for marketing purposes, which is considered SPAM and prohibited by law. The term "unsolicited" means that no proven prior permission has been granted to email the prospect and no proven prior personal or business relationship exists. This includes purchasing lists from list brokers such as "business opportunity seeker" lists since there is no way to verify and prove they have provided permission to be emailed.

This illegal activity is regulated by the Federal Communications Commission (FCC) and governed by the CAN-SPAM act, which prohibits sending unsolicited advertisements via email. The FCC has issued hundreds of millions of dollars in fines. Failure to comply with federal regulations may result in government fines. In addition, recipients of unsolicited unwanted email have the right to sue for damages, which may be compounded for each violation. [See FCC.gov Website for More Information]

Failure to follow these guidelines can have other serious consequences. If a recipient reports an email as SPAM, it can cause that email to be **blocked and blacklisted**, along with the Company name, which will prevent any emails from being delivered from that email address as well as any emails that mention the Company name. It is a difficult process to get an email address or Company name removed from the official blacklists and not always successful especially if a sender cannot prove they had prior permission to email a prospect.

Due to the seriousness of this activity, failure to comply with the terms set forth in this Policies & Procedures Manual and the Brand Partner Agreement, will result in disciplinary action.

7.18.20 Unsolicited Text Messages

Nature's Frequencies prohibits Brand Partners from sending, or hiring a third-party to send, unsolicited text messages, including MMS or SMS messages, for marketing purposes via wireless devices, which is considered SPAM and prohibited by law, unless the prospect has given prior permission to send text messages or a proven prior personal or business relationship exists.

This illegal activity is regulated by the Federal Communications Commission (FCC) and governed by the CAN-SPAM act, which prohibits sending unsolicited advertisements via wireless devices.

Failure to comply with federal regulations may result in government fines. In addition, recipients of unsolicited unwanted messages have the right to sue for damages, which may be compounded for each violation. [See FCC.gov Website for More Information]

Due to the seriousness of this activity, failure to comply with the terms set forth in this Policies & Procedures Manual and the Brand Partner Agreement, will result in disciplinary action.

7.18.21 Unsolicited Faxes

Nature's Frequencies prohibits Brand Partners from sending, or hiring a third-party to send, unsolicited faxes for marketing purposes, which is considered SPAM and prohibited by law, unless the prospect has given prior permission to send the fax or a proven prior personal or business relationship exists.

This illegal activity is regulated by the Federal Communications Commission (FCC) and governed by the Telephone Consumer Act and Junk Fax Prevention Act which prohibits sending unsolicited advertisements via fax.

Failure to comply with federal regulations may result in government fines. In addition, recipients of unsolicited unwanted faxes have the right to sue for damages, which may be compounded for each violation. [See FCC.gov Website for More Information]

Due to the seriousness of this activity, failure to comply with the terms set forth in this Policies & Procedures Manual and the Brand Partner Agreement, will result in disciplinary action.

7.18.22 Automatic Dialing Systems

Nature's Frequencies prohibits Brand Partners from using automatic dialing systems for marketing purposes, also known as robocalls or robospam, which is prohibited by law for marketing purposes, unless the prospect has given prior permission to be added to a robocall list or a proven prior personal or business relationship exists.

This illegal activity is regulated by the Federal Communications Commission (FCC) and governed by the Telephone Consumer Act which prohibits sending unsolicited advertisements via automatic dialing systems.

Failure to comply with federal regulations may result in government fines. In addition, recipients of unsolicited unwanted calls have the right to sue for damages, which may be compounded for each violation. [See FCC.gov Website for More Information]

Due to the seriousness of this activity, failure to comply with the terms set forth in this Policies & Procedures Manual and the Brand Partner Agreement, will result in disciplinary action.

7.18.23 Call Centers

Nature's Frequencies prohibits Brand Partners from using call centers to take orders for Nature's Frequencies products. All customer orders must be processed through an authorized Brand Partner on their replicated website or through a direct sale between the Brand Partner and the Customer.

7.18.24 Telemarketing

Nature's Frequencies prohibits Brand Partners from using telemarketing, also often referred to as "cold calling," in the operation of their Nature's Frequencies business.

Telemarketing is herein defined as placing one or more telephone calls to an individual or entity to induce the purchase of Nature's Frequencies product or to sponsor them into the Nature's Frequencies Direct Sales Opportunity. Telemarketing includes both manual calling and calling using an automatic dialer system, which is also referenced in this policy.

The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") each have laws that restrict telemarketing practices. Both federal agencies, as well as a number of states have "Do Not Call" regulations as part of their telemarketing laws.

Regardless of whether a Brand Partner considers themselves a telemarketer, the laws and regulations are clearly defined. If a Brand Partner calls someone whose telephone number is listed on the Federal "Do Not Call" registry, the Brand Partner will be violating the law, which could result in a significant penalty of up to \$11,000 per violation.

Therefore, a Brand Partner may only place telephone calls to prospective Customers or Brand Partners if: (1) the Brand Partner has a proven established personal or business relationship with the prospect; (2) the Brand Partner receives written and signed permission from the prospect authorizing the call; or (3) the call is in



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response to a prospect's inquiry regarding Nature's Frequencies products or the Nature's Frequencies Direct Sales Opportunity and the call is placed within three (3) months of such inquiry.



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Failure to abide by Company policies, as set forth in this Policies & Procedures Manual, and the telemarketing regulations set forth by the FTC and FCC, may lead to fines or legal action against the Company. In this case, the Company reserves the right to take legal action against the Brand Partner to obtain monetary or equitable relief.

The Company also reserves the right to take additional disciplinary action, including, but not limited to, fines, temporary suspension of earnings or termination of a Brand Partner's Membership Account.

By signing the Brand Partner Agreement, or by accepting commission checks, other payments or awards from the Company, Brand Partners give the Company permission for the Company and/or other Brand Partners to contact them as permitted under the Federal Do Not Call regulations.

SECTION 8 – PROFESSIONAL CONDUCT

Nature's Frequencies supports, upholds, protects and defends the integrity of its Company, its Brand and its Brand Partners. Nature's Frequencies also requires its Brand Partners to support, uphold, protect and defend the reputation, integrity and high standards of the Company, its Brand and its Brand Partners by conducting themselves and their business with honesty and integrity in a professional, ethical and considerate manner.

Therefore, Brand Partners must avoid all discourteous, deceptive, coercive, misleading, unethical and unprofessional conduct and practices in the marketing and promotion of Nature's Frequencies' Products, Direct Sales Opportunity and Lifestyle Rewards Plan.

Brand Partners are solely responsible for the personal and business content, statements, conversations and correspondence made in connection with their Nature's Frequencies business or that can be traced back to Nature's Frequencies. Therefore, failure to comply with any of the terms set forth in this Policies & Procedures Manual and Brand Partner Agreement may result in disciplinary action.

Nature's Frequencies reserves the right to take appropriate action against a Brand Partner if it determines, at its sole discretion, that a Brand Partner's conduct has violated the standards of ethical and professional conduct and that conduct is detrimental, disruptive or injurious to the Company, its Brand, its Customers or its Brand Partners. The determination of what is considered a violation of its policies is at the sole discretion of the Company.

Any violations of this code of ethics may be reported to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com. All reports will be taken seriously, and disciplinary action will be taken if deemed necessary.

8.1 Prospecting & Sponsoring

Nature's Frequencies defines a "Prospect" as a prospective Customer or Brand Partner that has been introduced to Nature's Frequencies by a Brand Partner or Customer.

Nature's Frequencies defines a "Sponsor" as the Brand Partner who introduces and enrolls a new Nature's Frequencies Retail Customer, Preferred Customer or Brand Partner.

Nature's Frequencies recognizes that each Prospect has the right to choose their Sponsor based on their own personal preferences such as rapport, common interests, common backgrounds, geographic location, current or previous work relationship and other factors.

Nature's Frequencies also recognizes that there are circumstances that may cause a conflict of interest if the Company requires a Prospect to enroll with a particular Brand Partner, such as causing the parties to violate the policies of their employment or another business venture they are involved in together. The Company also recognizes there may be legal, ethical or moral reasons a Prospect does not wish to be sponsored by a particular Brand Partner.

8.2 Unethical Prospecting & Sponsoring

Nature's Frequencies prohibits Brand Partners from engaging in unethical and predatory prospecting and sponsoring practices as outlined in this section.

8.2.1 Unethical Prospecting Definitions

"Unethical Prospecting" includes, but is not limited to, targeting and contacting prospects who were invited to a social media site, group chat, presentation or event by another Brand Partner in an attempt to sponsor them as

a Customer or Brand Partner. This includes targeting and contacting anyone who has liked, followed, joined or commented on the Company's social media pages, groups or accounts.

"Unethical Prospecting" also includes the targeted solicitation and/or enticement of another Direct Sales company's members, putting the Brand Partner at risk of being sued by the other Direct Sales company.

If any lawsuit, arbitration or mediation is brought against a Brand Partner alleging they have engaged in this type of unethical prospecting activity, the Company will not pay any of Brand Partner's defense costs or legal fees, nor will the Company compensate the Brand Partner for any judgment, award or settlement.

8.2.2 Unethical Sponsoring Definitions

"Unethical Sponsoring" also includes attempting to enroll or enrolling an existing Customer or Brand Partner on their own Direct Sales Team, also known as "Cross-Sponsoring" which is against the terms of this Policies & Procedures Manual and Brand Partner Agreements.

"Unethical Sponsoring" also includes the practice of "stacking" which is defined herein as the unethical and unauthorized manipulation of the compensation plan by sponsoring themselves, family members or business partners into multiple positions and placing orders to trigger commissions, bonuses or promotions for themselves and/or their family and business partners. Brand Partners are only permitted to have a financial interest in one (1) Brand Partner account.

8.2.3 Reporting Unethical Prospecting & Sponsoring Violations

Allegations of unethical prospecting or sponsoring activities must be reported in writing to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com within thirty (30) days. If the reports are substantiated, the unethical activities will result in the appropriate disciplinary action of all Brand Partners involved, as well as any corrective and/or legal action deemed necessary by the Company at its sole discretion.

8.2.4 Corrective & Disciplinary Action

If the unethical prospecting or sponsoring activities result in the enrollment of Customers or Brand Partners, the Company may, at its sole discretion, terminate all Customer and/or Brand Partner Membership Accounts involved and/or transfer the Customers or Brand Partners, including their Direct Sales Team if any, to the legitimate Sponsor without the consent of any Brand Partners in the organization and without recourse, refund or reimbursement. Brand Partners waive any and all claims against the Company related to these actions.

8.3 Cross-Sponsoring Into Another Position

Nature's Frequencies also defines "Cross-Sponsoring" as the solicitation, attempted re-enrollment or actual re-enrollment of an existing Nature's Frequencies Brand Partner into a different line of sponsorship. An existing Brand Partner is defined as a Brand Partner that has an existing Membership Account and a written or electronically signed Brand Partner Agreement under another sponsor.

Nature's Frequencies prohibits evading or circumventing these policies by enrolling as a Brand Partner using another name, including, but not limited to, a spouse's name, relative's name, assumed name, trade name, fictitious name or registered "Doing Business As" (DBA) name. This also includes enrolling as a business entity such as a corporation, partnership or trust where the identities of the individual parties involved in the business entity may not be evident and/or using a Federal ID number or fictitious ID number to hide their identity.

Allegations of Cross-Sponsoring must be reported in writing to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com within thirty (30) days of discovery. If the reports are substantiated, the

activities will result in the appropriate disciplinary action of all Brand Partners involved, as well as any corrective action deemed necessary by the Company at its sole discretion, without recourse, refund or reimbursement.

If Cross-Sponsoring violations are verified by the Company, that a Brand Partner has solicited, attempted to re-enroll or actually re-enrolled an existing Nature's Frequencies Brand Partner, the Company reserves the right to take disciplinary action, including, but not limited to: (1) termination of all Brand Partner Membership Accounts involved and the transfer of their Direct Sales Team and their referrals to the original legitimate sponsor; (2) termination of all original legitimate Brand Partner Membership Accounts involved; or (3) transfer of the Brand Partner, including their Direct Sales Team and referrals, to the original legitimate sponsor.

8.4 Cross-Sponsoring Into Another Company

Nature's Frequencies also defines "Cross-Sponsoring" as the solicitation, attempted enrollment or actual enrollment of an existing Nature's Frequencies Brand Partner, that they did not personally-sponsor into Nature's Frequencies, into another Direct Sales or Network Marketing or Multi-Level Marketing company.

Allegations of Cross-Sponsoring must be reported in writing to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com within thirty (30) days of discovery. If the reports are substantiated, it will result in the appropriate disciplinary action of all Brand Partners involved, as well as any corrective action deemed necessary by the Company at its sole discretion, without recourse, refund or reimbursement.

If Cross-Sponsoring violations are verified by the Company, that a Brand Partner has solicited, attempted to enroll or actually enrolled an existing Nature's Frequencies Brand Partner, that they did not personally-sponsor into Nature's Frequencies, into another Direct Sales, Network Marketing or Multi-Level Marketing company, the Brand Partner's Membership Account will be terminated without recourse, refund or reimbursement and without the consent of any Brand Partners in the organization. Brand Partners waive any and all claims against the Company related to these actions.

8.5 Sponsorship Dispute

Nature's Frequencies prohibits Brand Partners from re-enrolling Brand Partners who already have an existing Membership Account as detailed in the "Brand Partner Cross-Sponsoring" Section. This includes using a different name or business entity in an attempt to circumvent the Company's policies as set forth in this Policies & Procedures Manual and the Brand Partner Agreement.

In the event that more than one Brand Partner Membership Account has been created, or more than one Brand Partner Agreement has been submitted, the Company will only recognize the first Brand Partner Membership Account or Brand Partner Agreement submitted, regardless of whether the Agreement was physically or electronically signed.

However, in the case of a dispute, any Brand Partner Agreement that was physically or electronically signed by anyone other than the Membership Account holder, or any enrollment that was completed by anyone other than the Membership Account holder, will not be deemed valid and may be terminated at the sole discretion of the Company.

Brand Partners involved in a dispute, should submit a report to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com, along with all supporting documentation. The Compliance Department will conduct a full investigation and render a decision based on its findings. All decisions will be at the sole discretion of the Company and will be deemed final without recourse, refund or reimbursement and without the consent of any Brand Partners in the organization. Brand Partners waive any and all claims against the Company related to these actions.

8.6 Privacy & Confidentiality - Company

Nature's Frequencies recognizes and respects the importance its Customers and Brand Partners place on the privacy of their financial and personal information. Therefore, the Company will make reasonable efforts to safeguard the privacy and maintain the confidentiality of its Customers' and Brand Partners' financial and account information, including any non-public personal information.

By entering into the Nature's Frequencies Brand Partner Agreement, Brand Partners authorize Nature's Frequencies to disclose their name and contact information to their referring sponsor for the sole purpose of training and support.

However, Brand Partners who must protect their identity may use a Business Entity name on their Membership Account and replicated website to avoid the disclosure of their identity regarding sponsoring activity, rank achievement or contests.

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

8.7 Privacy & Confidentiality – Brand Partners

Nature's Frequencies Brand Partners are required to respect the privacy of the Company and its Brand Partners. Therefore, Brand Partners are prohibited from posting or engaging in gossip or rumors regarding fellow Brand Partners, Company Employees and Company Officers or any other individuals, companies or competitors.

Nature's Frequencies Brand Partners are also required to protect the privacy of fellow Brand Partners who may need to protect their identity and privacy for various reasons. Therefore, Brand Partners are prohibited from revealing the identity and connection of any Brand Partner to the Company including, but not limited to: (1) publishing their names on lists, documents, blogs or social media; (2) commenting on their blogs or social media posts; (3) posting on their social media profiles or pages; or (4) tagging them in posts.

Nature's Frequencies requires Brand Partners to maintain the privacy and confidentiality of its Customers' and Brand Partners' account information. This includes, but is not limited to, their private contact information and payment information. Brand Partners agree to maintain the confidentiality and security of such information.

By completing and signing the Nature's Frequencies Brand Partner Agreement, Brand Partners acknowledge and agree that all information including, but not limited to, reports or lists containing contact information or financial information related to Nature's Frequencies' Customers or Brand Partners is considered confidential and proprietary information belonging solely to Nature's Frequencies.

By completing and signing the Brand Partner Agreement, Brand Partners also acknowledge and agree that all financial, medical or scientific information, either written or otherwise circulated by the Company pertaining to the Nature's Frequencies products or business (collectively "Reports"), are confidential and proprietary information and considered trade secrets belonging to Company.

During the Term of the Nature's Frequencies Brand Partner Agreement and after the termination or expiration of the Agreement between Brand Partners and the Company, Brand Partners are prohibited from using the information in the Reports to compete with the Company. Brand Partners also agree not to use, distribute or disclose any confidential information contained in the Reports, including the replication of the genealogy in another Direct Sales Company.

Nature's Frequencies Brand Partners acknowledge that such proprietary information is unique and that disclosure or use thereof in violation of this provision would result in irreparable damage to the Company and to Brand Partners' businesses. Therefore, upon demand by Nature's Frequencies, any current or former Brand Partner will return the original and all copies of all proprietary or confidential information to the Company.

The Company and its Brand Partners will be entitled to injunctive relief or to recover damages against any Brand Partner who violates this provision in any action to enforce its rights under this section. The prevailing party will be entitled to an award of attorney's fees, court costs and expenses.

8.8 Vendor Confidentiality & Communications

Nature's Frequencies prohibits its Brand Partners from contacting their vendors in any manner for any purpose.

8.9 Advisory Board Confidentiality & Communications

Nature's Frequencies has assembled a Health & Medical Advisory Board whose members assist the Company with product development, product testing and product presentations. Many Advisory Board Members have busy practices where they are paid for their time and expertise. Many Advisory Board Members may only be licensed to practice in their state or may be limited to the scope of their licensing or certification. To protect their valuable time and their privacy, Brand Partners and Customers are prohibited from contacting these Advisory Board Members directly in any manner for any reason.

8.10 Discrimination & Non-Disparagement

Nature's Frequencies prohibits its Brand Partners from making disparaging or negative statements about the Company, its products or its Brand Partners, which may negatively impact the Company and its Brand Partners.

Nature's Frequencies Brand Partners are required to show fairness, tolerance and respect to all people associated with Nature's Frequencies regardless of race, ethnicity, creed, religion, gender, sexual orientation or social class in order to foster a positive atmosphere of teamwork, good morale and community spirit.

Therefore, Nature's Frequencies Brand Partners must avoid disparaging, negative, discriminatory and inappropriate conversations, comments, images, video, audio, applications, including, but not limited to unlawful, obscene, vulgar, offensive, profane, hateful, threatening, violent, harmful, defamatory, libelous, harassing, disparaging or discriminatory, including but not limited to race, ethnicity, creed, religion, gender, sexual orientation or disability.

Nature's Frequencies Brand Partners are personally responsible for their comments and all online activity that relates to Nature's Frequencies and/or can be traced or connected to Nature's Frequencies, whether the social media site, blog or website is owned, operated or controlled by the Brand Partner or a third party.

Failure to comply with any of the terms set forth in this Policies & Procedures Manual and Brand Partner Agreement may result in disciplinary action. The determination of what is considered discriminatory and disparaging is at the Company's sole discretion, and Brand Partners will be subject to disciplinary action.

8.11 Harassment & Bullying

Nature's Frequencies will not tolerate any form of harassment or bullying from its Brand Partners, employees, vendors or any other individuals associated with the Company. Nature's Frequencies will also not tolerate any form of harassment or bullying of its Brand Partners, employees, vendors or any other individuals associated with the Company.

Harassment and bullying may include, but is not limited to, threats, intimidation, verbal abuse, physical abuse, derogatory comments, extortion or unwelcome sexual advances including sending sexual content.



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Anyone associated with Nature's Frequencies who experiences any form of harassment or bullying or becomes aware of a threat or risk to anyone associated with Nature's Frequencies, has the responsibility to report the incidents immediately to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com and to the appropriate legal authorities if necessary to protect themselves and/or those at risk. The Company takes these matters seriously and will investigate every report thoroughly.

Nature's Frequencies Brand Partners are personally responsible for their comments and all online activity that relates to Nature's Frequencies and/or can be traced or connected to Nature's Frequencies, whether the social media site, blog or website is owned, operated or controlled by the Brand Partner or a third party.

Failure to comply with any of the terms set forth in this Policies & Procedures Manual and Brand Partner Agreement may result in disciplinary action. The determination of what is considered harassment and bullying is at the Company's sole discretion, and Brand Partners will be subject to disciplinary action.

8.12 Conflict Resolution

Nature's Frequencies realizes that at times conflicts among Brand Partners and Customers will arise. However, professional and ethical conduct is required when dealing with and resolving such conflicts. If the conflict involves a Company or compliance issue, it should be promptly reported to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com so they can assist with the conflict resolution in a timely and professional manner.

8.13 Competition

Nature's Frequencies supports the competitive nature of sales contests and promotions when conducted in a professional and ethical manner. However, the Company prohibits any unethical or unprofessional actions that create unfair or unhealthy competition among its Brand Partners.

8.14 Misrepresentation

Nature's Frequencies prohibits Brand Partners from misrepresenting themselves, the Nature's Frequencies' Products, Direct Sales Opportunity or Lifestyle Rewards Plan.

Nature's Frequencies requires its Brand Partners to present all Nature's Frequencies' Products, Direct Sales Opportunity or Lifestyle Rewards Plan information accurately without omissions or exaggerations. Nature's Frequencies also prohibits Brand Partners from misrepresenting the approval or endorsement of any regulatory agency, individual, company or organization.

8.15 Interference

Nature's Frequencies prohibits its Brand Partners from interfering with the business of the Company or other Brand Partners. This includes making negative or disparaging statements about the Company, its products or another Brand Partner. This also includes attempting to re-enroll another Brand Partner's team members which will result in disciplinary action.

8.16 Reporting Policies & Procedures Violations

Nature's Frequencies has established a Legal Compliance Department for the purpose of creating, monitoring and enforcing the terms set forth in this Policies & Procedures Manual and its Brand Partner Agreement.



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It is the responsibility of all Brand Partners to protect and defend the integrity and reputation of the Company, including the Nature's Frequencies' Brand Partners, Products, Direct Sales Opportunity and Lifestyle Rewards Plan.

Any violations of these policies should be promptly reported in writing via email to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com along with all supporting documentation and facts including dates, occurrences and names of all persons involved. The Compliance Department will fully investigate the alleged violations and take appropriate action if needed.

SECTION 9 – DISCIPLINARY ACTION

Nature's Frequencies takes the protection of its business, its Brand and its Brand Partners seriously. That protection includes requiring everyone associated with the Company to maintain high standards of integrity, honesty, fairness, diversity and professionalism in order to provide an equal opportunity for all Brand Partners to build a successful business.

Therefore, Nature's Frequencies may take corrective or disciplinary action if Brand Partners fail to abide by the terms set forth in this Policies & Procedures Manual, Brand Partner Agreement and any other policies published in connection with the Company.

9.1 Corrective Action

Corrective action may be taken at the sole discretion of the Company without recourse, refund or reimbursement. Corrective action may include, but is not limited to, a probation period to monitor and ensure compliance or a written warning requiring the Brand Partner to cease and desist and/or take immediate corrective action.

9.2 Disciplinary Action

Disciplinary action may be taken at the sole discretion of the Company without recourse, refund or reimbursement. Disciplinary action may include, but is not limited to: (1) Fines imposed or deducted from future earnings; (2) Commissions hold until matter is resolved; (3) Temporary suspension and loss of earnings; (4) Suspension from participation in Company events, rewards or recognition; (5) Termination of a Brand Partner's Agreement, Membership Account and position; (6) Legal proceedings for monetary or equitable relief; or (7) Any other measure the Company deems feasible and appropriate to justly resolve injuries caused by the Brand Partner's policy violation(s) or contractual breach(es).

9.3 Disciplinary Action - Members of Household

If any member of a Brand Partner's household engages in any activity which, if performed by the Brand Partner, would violate any terms set forth in this Policies & Procedures Manual or Brand Partner Agreement, such action(s) will be deemed a violation of these terms by the Brand Partner and the Company may take disciplinary action against the Brand Partner.

9.4 Disciplinary Action - Members of Business Entity

If a Brand Partner enrolls in Nature's Frequencies as a Business Entity (defined in this Policies & Procedures Manual as a corporation, partnership, LLC, trust or other business entity), each individual Affiliated Party of the Business Entity will be personally and individually bound to, and required to comply with, the terms set forth in this Policies & Procedures Manual and Brand Partner Agreement.

If any individual associated in any way with that Business Entity violates the terms set forth in this Policies & Procedures Manual or Brand Partner Agreement, such action(s) will be deemed a violation of these terms by the Business Entity, and Company may take disciplinary action against the Business Entity and each individual Affiliated Party of the Business Entity.

9.5 Grievances & Complaints

Nature's Frequencies is open to positive suggestions and feedback from its Customers and Brand Partners. However, the Company requires that all grievances and complaints in regard to any aspect of Nature's Frequencies be submitted privately to their Compliance Department in writing at Compliance@NaturesFrequencies.com.

This includes any grievances or complaints about Nature's Frequencies' products, services, promotions, Lifestyle Rewards Plan compensation plan, corporate officers, employees, Brand Partners, product suppliers or agents. Any grievances or complaints made verbally or in writing to anyone other than the Compliance Department constitutes a breach of these Policies & Procedures and may result in disciplinary action.

9.6 Dispute Resolution

If a Brand Partner has a grievance or complaint against another Brand Partner regarding any practice or conduct relating to their Nature's Frequencies business, and attempts to resolve the issue or come to an agreement have failed, it may be reported in writing to Nature's Frequencies' Compliance Department at Compliance@NaturesFrequencies.com. The report must include all relevant details including the nature of the grievance or complaint, dates, occurrences, all persons involved any all supporting documentation.

Nature's Frequencies will confine its involvement to disputes regarding Company business matters only. The Company will not get involved in issues that involve personality conflicts or third-party agreements between Brand Partners. These issues go beyond the scope of the Company business.

Nature's Frequencies' Compliance Department Company will conduct a thorough investigation in a timely manner and make a final decision that will be binding on the Brand Partners involved.

SECTION 10 – AGREEMENT TERMS

10.1 Waiver

Only an officer of Nature's Frequencies can, in writing, affect a waiver of the Company Policies & Procedures Manual, Brand Partner Agreement or any other written or published policies. The waiver of any particular breach by a Brand Partner will not affect the Company's rights with respect to any subsequent breach, nor will it affect the rights or obligations of any other Brand Partner. The existence of any claim or cause of action of Brand Partner against Company will not constitute a defense to the Company's enforcement of any term or provision of the Company's policies and procedures.

10.2 Delays

Nature's Frequencies will not be responsible for delays or failures in product fulfillment or performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, but is not limited to, issues caused by supply shortages, government restrictions, strikes, labor disputes, shipping, border customs, government restrictions, riots, wars, fires, weather or natural disasters.

Nature's Frequencies agrees to provide a replacement order or a refund if an unreasonable shipping delay occurs.

10.3 Amendments

Nature's Frequencies reserves the right to amend all policies and agreements as deemed necessary, at its sole discretion, without recourse, including, but not limited to, this Policies & Procedures Manual, the Brand Partner Agreement and all other published policies and agreements.

All changes are considered effective immediately upon date of final revision and publication. Brand Partners will be notified regarding changes to any policy via electronic mail (email), the Company website and/or other Company communication channels.

The continuation of a Brand Partner's business or acceptance of earnings from Nature's Frequencies constitutes acceptance of any and all amendments.

10.4 Severability

If any provision in this Policies & Procedures Manual, Brand Partner Agreement or any other written or published policy is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision will be severed, and the remaining terms and provisions will remain in full force and effect as if such invalid or unenforceable provision had never comprised a part of the policies. If possible, the severed provision, or portion, will be reformed to reflect the purpose of the provision as closely as possible.

10.5 Error Resolution

Nature's Frequencies Brand Partners are required to review their monthly earnings statements and reports in a prompt manner and report any errors or discrepancies to the Company in writing within thirty (30) days of the date of error or discrepancy. After 30 days, such errors will be deemed waived by the Brand Partner and no commissions recalculations or adjustments can be made.

10.6 Arbitration

Any controversy or claim arising out of or relating to the Nature's Frequencies Brand Partner Agreement, this Policies & Procedures Manual, or the breach thereof, the Brand Partner's business or any dispute between Nature's Frequencies and its Brand Partner, will be settled by binding and confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Any such arbitration will be held in Plymouth County, Massachusetts. There will be one arbitrator, who will have expertise in business law transactions and who will be knowledgeable in the Direct Selling Industry, selected from a panel provided by the American Arbitration Association.

The prevailing party in any such arbitration will be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney's fees and filing fees. The decision of the arbitrator will be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction. This agreement to arbitration will survive any termination or expiration of the Brand Partner Agreement.

Nothing in these Policies and Procedures will prevent Nature's Frequencies from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect Company interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS WILL BE ALLOWABLE.

These Policies & Procedures and any arbitration involving a Brand Partner and Nature's Frequencies will be governed by and construed in accordance with the laws of the state of Massachusetts, without reference to its principles of conflict of laws.

10.7 Liquidated Damages

In any case which arises from or relates to the wrongful termination of the Contract and/or a Brand Partner's business, Company and the Brand Partner agree that damages will be extremely difficult to ascertain. Therefore, the Company and the Brand Partner stipulate that if the involuntary termination of the Contract and/or loss of the Brand Partner's Company business is proven and held to be wrongful under any theory of law, the Brand Partner's sole remedy will be liquidated damages calculated as follows:

- 1) For Brand Partner's earning \$10,000 or more per month below, liquidated damages will be in the amount of their gross compensation that they earned pursuant to the Company's Compensation Plan in the eighteen (18) months immediately preceding the termination.
- 2) In any action arising from or relating to the Contract, the Company business, or the relationship between the Company and a Brand Partner, both Parties waive all claims for incidental and/or consequential damages, even if the other Party has been apprised of the likelihood of such damage. The Company and Brand Partner further waive all claims to exemplary and punitive damages.

10.8 Indemnification

Nature's Frequencies Brand Partners are solely responsible for all their verbal and written statements made regarding the Company, which are not expressly contained in the official Company materials. Brand Partners agree to indemnify all Nature's Frequencies officers, directors, employees and agents and hold them harmless from any and all liability including judgements, civil penalties, refunds, attorney fees, court costs or lost business as a result of the Brand Partner's unauthorized actions. This provision survives the termination of this Policies & Procedures Manual and Brand Partner Agreement.

10.9 Successors & Claims

The agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10.10 Class Action Waiver

Any action brought by a Brand Partner must be brought on an individual basis and not on behalf of a class or on a consolidated basis. Brand Partners waive all rights to bring an action against Nature's Frequencies, its officers, owners, directors, employees and agents as a class or consolidated action.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS WILL BE ALLOWABLE.

10.11 Government Orders

Nature's Frequencies reserves the right to amend any of its agreements or policies at its sole discretion, without recourse, refund or reimbursement, based on changes required by federal, state and local laws.

10.12 Governing Law, Jurisdiction & Venue

These Policies and Procedures will be governed by and construed in accordance with the Laws of the State of Massachusetts and the exclusive jurisdiction of the United States courts.