

MY DAILY MANNA
INDEPENDENT AFFILIATE APPLICATION, AGREEMENT
AND POLICIES AND PROCEDURES

This Agreement (hereinafter “the” or “this “Agreement”) is made this _____ day of _____, 2021 by and between Manna CBD LLC, dba My Daily Manna a New Mexico limited liability company (hereinafter referred to as “Manna”) and (Independent Affiliate’s name) _____, (hereinafter referred to as “Independent Affiliate”). Manna and Independent Affiliate together shall be referred to as “the Parties”.

This Agreement and the Policies and Procedures which Independent Affiliate acknowledges have been provided to Independent Affiliate prior to execution of this Agreement, constitute one agreement. The Policies and Procedures are attached hereto and become a part of this Agreement by reference herein.

Phone number: _____

In case of emergency: Name: _____ Number: _____

Email address: _____

Mailing address: _____

Social Security Number: _____

Federal EIN: _____

Now therefore, for valuable consideration, the amount, nature and sufficiency of which are hereby acknowledged and confessed, Manna and the above-named Independent Affiliate do hereby agree as follows:

ARTICLE 1

Scope of Work.

Manna hereby agrees to pay Independent Affiliate on a commission/discount basis, for sales and marketing services rendered in the course of Independent Affiliate's sales of Manna's products and services, (hereinafter, the "Services"), in accordance with Manna's Compensation Plan. The time period for executing the Services will continue until such time as either Party provides written notice of intent to cancel this Agreement in accordance with the terms and conditions contained in the Policies and Procedures, and this Agreement shall remain in effect until cancelled or modified in writing by the Parties to this Agreement.

ARTICLE 2

Compensation.

2.1 Commissions, Earnings and Discounts.

As compensation to Independent Affiliate for providing the Services, Manna agrees to pay Independent Affiliate in accordance with the terms and conditions contained in the Compensation Schedule/Plan of Manna as shown on the attached Exhibit "A". Such compensation shall be paid in full only upon receipt of revenue from Independent Affiliate's sales and Independent Affiliate's downline sales collected by Manna. The compensation period shall be weekly commencing Sunday at 12:00 am and ending on Saturday at 12:00 pm. Compensation shall be paid on the Wednesday following the end of each respective compensation period as described hereinabove.

2.2 Expenses and Offsets.

Independent Affiliate shall be responsible for payment of its own expenses including but not limited to phone, email, transportation, travel, fuel, discounts on sales including subscription sales, promo codes, samples, all taxes of any kind or nature that may be imposed by governmental or quasi-governmental agencies, permits, fees and all other expenses uncured by Independent Affiliate in the operation of its business.

ARTICLE 3

Nature of Relationship and Independent Contractor status

Pursuant to the terms and conditions of this Agreement and the Policies and Procedures, Independent Affiliate is an independent contractor in the legal meaning with respect to Manna and is not an employee, officer or director of Manna. Independent Affiliate is not entitled to employee benefits of Manna unless Manna specifically agrees in writing by agreement to include Independent Affiliate in such benefits and programs as an employee of the Company and not as

an Independent Contractor. Independent Affiliate shall be responsible for payment of all Federal and State Income Taxes payable on compensation received from Manna. Furthermore, Independent Affiliate has no authority to bind Manna or enter into agreements on behalf of Manna without prior written authorization from Manna. Email transmissions shall be considered valid for the purposes of “written authorization” in all transactions.

Manna and Independent Affiliate understand that neither Manna nor Independent Affiliate represents itself as an Attorney and that as with any Agreement this document has been or has had the opportunity to be reviewed by an Attorney as it relates to Contracts and binding relationships.

ARTICLE 4

Indemnification.

Independent Affiliate agrees to indemnify and hold Manna harmless against all claims arising out of Independent Affiliate’s negligence, carelessness, misrepresentation of Manna and/or Manna’s products, failure to comply with the Policies and Procedures, malfeasance or willful misconduct in performing the Services hereunder.

ARTICLE 5

Termination.

This Agreement may be terminated by either Manna or Independent Affiliate upon written notice to the other Party for cause, which cause must be defensible, valid, legitimate and documented, and in accordance with the terms and conditions for Termination contained in the Policies and Procedures.

ARTICLE 6

Terms of Agreement.

This Agreement and the Policies and procedures constitute the sole and entire Agreement of Manna and Independent Affiliate with respect to the matters covered by this Agreement and supersedes all prior negotiations and written, oral or implied representations, commitments, offers, contracts and understandings between the Parties with respect to such matters.

No modification or waiver of any provision(s) of this Agreement and no consent by Manna or Independent Affiliate to any departure therefrom shall be effective, unless such modification or departure shall be in writing and signed by both Manna and Independent Affiliate.

ARTICLE 7

CHOICE OF LAWS.

This Agreement shall be governed by New Mexico law, without giving effect to any “choice of law” or “conflict of law” provision or rule (whether of the State of New Mexico or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Mexico. Any action or proceeding arising out of or relating to this Agreement shall be brought in Bernalillo County, New Mexico in the Second Judicial District.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date and year first above written. Further, Independent Affiliate acknowledges receipt of, has read and understands the following Policies and Procedures, prior to execution hereof.

Manna CBD LLC

Independent Affiliate

By: Pete Trujillo, Director of Sales

POLICIES AND PROCEDURES

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Business Philosophy

Our Business Philosophy is to provide the highest quality Hemp derived products available in the marketplace. We will not intentionally misrepresent our products. We are committed to pricing our products to make them available to a broad spectrum of society. We want our customers, independent contractor affiliates, wholesalers, private label clients, retailers, brokers and internal employees to be healthy of mind, body and spirit. We believe in healing physically and mentally. ***WE BELIEVE THAT THIS PHILOSOPHY CAN CREATE FINANCIAL SUCCESS AND SUBSTANTIVE LIFE EXPERIENCE OPPORTUNITIES FOR A SIGNIFICANT NUMBER OF PEOPLE.***

Introduction

The purpose of the Independent Affiliate Agreement (The Independent Contractor being hereinafter referred to as “Affiliate”, “Affiliates” or “Independent Affiliate”) and the Policies and Procedures include the following:

- To assist Affiliates in launching, growing, benefitting from and protecting their businesses;
- To protect Manna and its Affiliates from legal and regulatory risks;
- To establish standards and protocols of appropriate business conduct and behavior;
- To set forth the rights, privileges, and obligations of Manna and its Affiliates; and
- To define the relationship between Manna and its Affiliates.

Policies and Compensation Plan Incorporated into the Independent Affiliate Agreement

These Policies and Procedures and the Compensation Plan, in their present form and as may be amended by Manna LLC (hereafter "MANNA" or the "Company"), from time to time, are incorporated into, and form an integral part of, the MANNA Independent Affiliate Application and Agreement ("Affiliate Agreement"). It is the responsibility of each Affiliate to read, understand, adhere to, and ensure that he or she is aware of and is operating under the most current version of these Policies and Procedures. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the MANNA Affiliate Application and Agreement (including the Terms and Conditions contained therein), these Policies and Procedures, the MANNA Compensation Plan, and the MANNA Business Entity Addendum (if applicable). These documents are incorporated by reference into the MANNA Affiliate Agreement (all in their current form and as may be amended by MANNA from time to time with respect to Affiliates and Affiliate activity within foreign countries as set forth in Addendum “A” to these Policies).

Changes to the Agreement

MANNA reserves the right to amend the Agreement, the Compensation Plan, and its prices in its sole and absolute election and discretion. By executing the Affiliate Agreement, an Affiliate agrees to abide by all amendments or modifications that MANNA elects to make as follows. Amendments shall be automatically effective thirty (30) days after publication of notice that the Agreement has been modified. Amendments shall not apply retroactively to conduct that occurred prior to the effective date of the Amendment. Notification of amendments shall be published by one or more of the following methods at the election of Manna:

- (1) posting on Manna's official web site;
- (2) electronic mail (e-mail);
- (3) posting in Affiliates' Website Portals;
- (4) inclusion in Company periodicals;
- (5) inclusion in product orders, personal commissions or bonus checks; or
- (6) special mailings.

The continuation of an Affiliate's MANNA business, the acceptance of any benefits of any kind or nature whatsoever under this Agreement, or an Affiliate's acceptance of bonuses or commissions constitutes acceptance of all amendments.

Policies and Provisions Severable

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

Company Use of Information

By submitting an Affiliate Application and Agreement that is accepted by MANNA, the Affiliate consents to allow MANNA, its affiliates, assignees, designees, successors, assigns and any related company, person or entity to: (a) process and utilize the information submitted in the Affiliate Application and Agreement (as amended from time to time) for business purposes related to the MANNA business; (b) disclose, now or in the future, such Affiliate information to companies with which MANNA may, from time to time, deal or otherwise transact business, (c) to deliver information to an Affiliate to improve its marketing, operational, and promotional efforts and d) to market, advertise and otherwise promote Manna's business. An Affiliate has the right to access his or her personal information via his or her respective Website Portal, and to submit updates thereto.

Upon application and enrollment as an Affiliate, the Affiliate acknowledges that MANNA may use the Independent Affiliate's name, images, words, phrases, testimonials, writings and other forms of communication for recognition, advertising, promotional or other marketing purposes. If an Independent Affiliate would prefer that Manna not to use their name, images, words, writings and other forms of communication, they must notify Manna in writing within 48 business hours of application and enrollment. This information may include but is not limited to the Affiliate's rank, recognition and income levels achieved.

Becoming an Affiliate

Requirements to Become an Affiliate

To become a MANNA Affiliate, each applicant must:

- Be at least 18 years of age or the minimum legal age of the State or District in which the applicant resides;
- Reside in the United States or other countries in which we conduct business;

- Provide MANNA with his/her valid Social Security or Federal Tax ID number;
- Submit a properly completed Affiliate Application and Agreement to MANNA either in hard copy or online format, and by their signature, agree to be bound by the terms and conditions of the Application and Agreement and further agrees to be bound by the terms and conditions contained in these Policies and Procedures.

MANNA reserves the right to accept or reject any Affiliate Application and Agreement for any reason or for no reason.

Sample Kit and Product Purchases

No applicant or Affiliate is required to purchase MANNA products, or sales aids, or to pay any charge or fee to Manna in order to become an Affiliate. In order to familiarize new Affiliates with MANNA products, sales techniques, sales aids, and other matters, Manna suggests that the Affiliate view all on-line training videos.

Benefits to the Affiliate

Once an Affiliate Application and Agreement has been accepted by MANNA, the benefits of the Compensation Plan and the Affiliate Agreement are available to the Affiliate. These benefits include the right to:

- Sell MANNA products;
- Participate in the MANNA Compensation Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as Customers or Affiliates into the MANNA business and thereby, build a marketing organization and progress through the MANNA Compensation Plan;
- Receive periodic MANNA literature and other MANNA communications;
- Participate in MANNA-sponsored support, service, training, motivational and recognition functions upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by MANNA for its Affiliates.

Term and Renewal of Your MANNA Business

The term of the Affiliate Agreement is one year from the date of its acceptance by MANNA (subject to reclassification for inactivity as shown hereinbelow). Affiliates must renew their Affiliate Agreement each year by executing an annual renewal on or before the anniversary date of their Affiliate Agreement. If the annual renewal is not completed within thirty (30) days after the expiration of the current term of the Affiliate Agreement, the Affiliate Agreement may be automatically terminated. Affiliates may renew by mail or through their Website Portal. MANNA shall have the right in its sole and absolute discretion not to accept the Agreement or any renewal thereof.

Operating a MANNA Business

Adherence to the MANNA Compensation Plan

Affiliates must adhere to the terms of the MANNA Compensation Plan as set forth in official MANNA literature. Affiliates shall not offer the MANNA opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than that specifically set forth in official

MANNA literature and documentation. Affiliates shall not require or encourage other current or prospective Customers or Affiliates to execute any agreement or contract other than official MANNA agreements and contracts in order to become a MANNA Affiliate. Similarly, Affiliates shall not require or encourage other current or prospective Customers or Affiliates to make any purchase from, or payment to, any individual or other entity to participate in the MANNA Compensation Plan other than those purchases or payments identified as may be recommended or required in official MANNA documents or literature.

Advertising

General

All Affiliates shall safeguard and promote the good reputation of MANNA and its products. The marketing and promotion of MANNA, the MANNA opportunity, the Compensation Plan, and MANNA products must avoid all discourteous, deceptive, misleading, unethical, immoral, unsavory or illegal behavior, conduct or practices.

To promote both the products and the opportunity MANNA offers, Affiliates should use the sales aids, business tools, and support materials produced by MANNA. Manna has carefully designed its formulas, products, product labels, Compensation Plan, and promotional materials to ensure that they are promoted in a fair and truthful manner, that they are substantiated and defensible, and that the materials and products are in compliance with the legal requirements of federal, state laws and other governmental and quasi-governmental laws, rules, regulations and statutes.

Therefore, Affiliates may only advertise or promote their MANNA business using approved tools, templates or images provided by MANNA. No further approval is necessary to use these approved tools. If you wish to design your own online or offline marketing materials of any kind, your designs and marketing materials must be submitted to the Compliance Department (compliance@manna.life) for consideration and inclusion in the template/image library. Unless you receive specific written authorization from MANNA to use such tools, the request shall be deemed denied.

Affiliates may not sell sales aids to other MANNA Affiliates. Therefore, Affiliates who receive authorization from MANNA to produce their own sales aids may not sell such material to any other MANNA Affiliate. Affiliates may make authorized material available to other Affiliates free of charge if they wish but may not charge other MANNA Affiliates for the material.

MANNA further reserves the right to rescind authorization for any sales tools, promotional materials, advertisements, or other literature, and Affiliates waive all claims for damages or remuneration arising from or relating to such rescission.

Trademarks and Copyrights

The name of MANNA and other names as may be adopted by MANNA such as “My Daily Manna” and others, are proprietary trade names, trademarks, trade styles and service marks of MANNA (collectively the “Marks”). As such, these Marks are of great value to MANNA and are provided to Affiliates for their use only in an expressly and specifically authorized manner. MANNA will only allow the limited non-exclusive use of its Marks, designs, or symbols, or any derivatives thereof, solely by an Affiliate in the furtherance or operation of his or her MANNA business, consistent with these Policies and Procedures. MANNA will not allow the use of its Marks, designs, or symbols, or any derivatives thereof or therefrom, by any person, including MANNA Affiliates, in any manner without its prior, written permission.

The content of all Company sponsored events is copyrighted material. Affiliates may not produce for sale or distribution any recorded Company events and speeches without written permission from MANNA nor may Affiliates reproduce for sale any recording of Company-produced audio or video tape presentations.

As an Independent Affiliate, you may use the MANNA name in the following manner:

Affiliate's Name

Independent MANNA Affiliate

Example:

Alice Smith

Independent MANNA Affiliate

or

Alice Smith

MANNA

Independent Affiliate

Without the prior written approval from Manna, Affiliates may not use the name MANNA or other trademarks in any form of external website names, personal websites, website extensions, email addresses, personal names, or nicknames. Additionally, only use the phrase MANNA Independent Affiliate in your phone greetings, on your answering machine or service, to clearly separate your independent business from Manna, Inc.

Independent MANNA Affiliate Logo

If you use a MANNA logo in any communication, you must use the Independent Affiliate version of the MANNA logo. Using any other MANNA logo requires written authorization. Please see acceptable examples below:

MANNA

Independent Affiliate

Media and Media Inquiries

Affiliates must not attempt to respond to media inquiries regarding MANNA, its products, or their independent MANNA business(es). All inquiries by any type of media must be immediately referred to **compliance@manna.life**. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image. Failure to submit media inquiries to compliance may result in suspension and/or termination of the Agreement.

Unsolicited Email

MANNA does not permit Affiliates to send unsolicited commercial emails unless such emails are in compliance with applicable state and federal laws and regulations including, without limitation, the federal CAN SPAM Act. The CAN-SPAM Act regulates the transmission of all commercial e-mail messages, and is not limited to unsolicited messages. A commercial e-mail message is defined as any e-mail that has the "primary purpose of ... commercial advertisement or promotion of a commercial product or service." This includes commercial e-mails sent to business e-mail accounts, as well as those sent to individual consumers.

Requirements for All Commercial Email Messages

The Mailing List

- The mailing list may include only persons who have affirmatively agreed (opted in) to receive commercial e-mail from you.
- The mailing list must not include any recipient who has previously asked not to receive commercial e-mail from the business (opted out).
- You must "scrub" the mailing list against available "do not e-mail" lists at the last possible, commercially reasonable moment before the e-mail is sent.

The E-mail Message

- The message must include complete and accurate transmission and header information.
- The "From" line must identify your business as the sender. This does not have to include the formal name of your business, if any. For example, it may contain your business name, trade name, or product or service name. The key requirement is that the "From" line/section provide the recipient with enough information to understand who is sending the message.
- The "Subject" line/section must accurately describe the message and its content. The message must clearly include the valid, current physical or postal address of the business.

This address can be a:

- street address;
 - post office box that the business has accurately registered with the US Postal Service; or
 - private mailbox that the business has accurately registered with a commercial mail receiving agency established pursuant to US Postal Service regulations.
- The message must disclose that it is an advertisement or solicitation unless the e-mail message is sent only to recipients who have affirmatively agreed (opted in) to receive these messages from the business.
 - There must be a functioning return email address to the sender.
 - The use of deceptive subject lines and/or false header information is prohibited.

The E-mail Message

- The message must clearly explain that the recipient may opt out of receiving future commercial messages from the business.
- The message must include either an e-mail address or other online mechanism that the recipient may use for this opt out. The mechanism must not require the recipient to:
 - do anything more than reply to the e-mail or visit a single web page to opt out;
 - make any payment or submit any personal information, including account information (other than an e-mail address), to opt out; and
 - the opt-out mechanism must work for at least 30 days after the e-mail is sent.
- You must ensure that the explanation of how a recipient can opt out is easy to read and understand.
- You may include a menu of opt-out options that permit the recipient to select the types of commercial messages the recipient would like to continue receiving, if any. However, one option must permit opting out of all commercial messages from you.

- You must honor all opt-out requests within ten business days.
- Opt-out requests do not expire. An opt-out is overridden only by the recipient's subsequent express (opt in) request to receive commercial e-mail.
- All opt-out requests, whether received by email or regular mail, must be honored. If you receive an opt-out request from a recipient of an email, you must forward the opt-out request to Manna at compliance@mannacbd.life.
- You may not sell, share or use a business' opt-out list for any reason other than to comply with the law.

Monitoring Opt-out Capabilities.

If you use a third-party service provider, you must implement procedures to ensure that your opt-out capabilities actually work. An example of a basic procedure to test the opt-out procedure is as follows:

- Establish e-mail accounts with several major private e-mail account providers (for example, Gmail, Yahoo, Hotmail, AOL, and so on) and add these e-mail addresses to the business' mailing list. For each e-mail address created for monitoring purposes, use the business' opt-out mechanism to remove the e-mail address from the mailing list.
- Repeat this procedure on a regular basis (for example, at least every two weeks).
- Examine the e-mail received by the monitoring e-mail account to confirm that: the opt-out mechanism works; the opt-out request is honored within 10 business days; and the monitoring e-mail account no longer receives commercial messages from the business.
- If the monitoring and testing process reveals problems, the business should immediately fix the issues.

Third-party Marketing Affiliates or Service Providers

When using third-party service providers, including affiliate marketers you should ensure that the written contract with the service provider clearly sets out each party's responsibilities for compliance with the CAN-SPAM Act and includes appropriate and adequate remedies for noncompliance.

Additional Requirements for Email Messages Sent to Wireless Devices

When sending commercial messages to wireless devices:

- Ensure that you have the recipient's prior, affirmative consent (opt in) to send the commercial message. The consent can be oral, written or electronic.
- Ask for consent in a way that involves no cost to the recipient, for example:
 - do not send the request to the wireless device; and
 - allow the recipient to respond in a way that involves no cost (such as an online, e-mail or postal mail sign-up).
- When seeking consent, make it clear that the recipient:
 - is agreeing to receive commercial e-mail on their wireless device;
 - may be charged to receive the e-mail; and or postal mail sign-up.
 - can revoke his/her consent at any time.

Additional Requirements for Email Messages Sent to Wireless Devices

MANNA may periodically send commercial emails on behalf of Affiliates. By entering into the Affiliate Agreement, Affiliate agrees that Manna may send such emails and that the Affiliate's physical and email addresses will be included in such emails as outlined above. Affiliates shall honor opt-out requests generated as a result of such emails sent by Manna.

Unsolicited Faxes

Except as provided in this section, Affiliates may not use or transmit unsolicited faxes in connection with their MANNA business. The term "unsolicited faxes" means the transmission via telephone facsimile or computer of any material or information advertising or promoting MANNA, its products, its compensation plan or any other aspect of Manna which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Affiliate has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between an Affiliate and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Affiliate; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

Telephone Directory Listings

Affiliates may list themselves as an "Independent MANNA Affiliate" in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Affiliate may place telephone or online directory display ads using MANNA's name or logo. Affiliates may not answer the telephone by saying "MANNA", "MANNA Incorporated", or in any other manner that would lead the caller to believe that he or she has reached corporate offices of MANNA. If an Affiliate wishes to post his/her name in a telephone or online directory, it must be listed in the following format

Affiliate's Name

Independent MANNA Affiliate

Television and Radio Advertising

Affiliates may not advertise on television and radio except with MANNA's express written authorization.

Advertised Prices

Affiliates may not create their own marketing or advertising material offering any MANNA products at a price less than the current Minimum Advertised Price ("MAP") plus shipping and taxes as they may be applicable.

Online Conduct

Affiliate Web Portal

Affiliates are provided with a Website Portal by MANNA from which they can take orders, enroll new Customers and Affiliates, place Customers on the Autoship/Subscription Program, as well as manage their MANNA business. Affiliates may use only the Website Portal provided by MANNA to promote their MANNA business and may not create their own websites to directly or indirectly promote MANNA's products or the MANNA opportunity.

MANNA Affiliates receive a MANNA Website Portal subscription to facilitate the online buying experience for their Customers and enrollments for prospective Customers and Affiliates. There is no charge to the Affiliate for the Website Portal. Affiliates may not alter the branding, artwork, look, or feel of their Website Portal, and may not use their Website Portal to promote, market or sell non-MANNA

products or income opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

- The MANNA Independent Affiliate Logo
- Your Name
- MANNA Corporate/Company Website Redirect Button
- Artwork, logos, or graphics
- Original text.

Because Website Portals reside on the www.manna.life domain, MANNA reserves the right to receive analytics and information regarding the usage of your Website Portal, and the Affiliate hereby grants Manna the right to unimpeded access to the analytics and any other information in the Portal and Website. By default, your MANNA Website Portal URL is www.mannacbd.life/username. If you are going to buy your own domain name, you must choose a uniquely identifiable name that cannot

- Be confused with any portions of the MANNA website;
- Confuse a reasonable person into thinking they have accessed a MANNA Company page;
- Be confused with any MANNA name;
- Contain any discourteous, misleading, or off-color words or phrases that may damage MANNA's image.

Registered External Website Content

Affiliates are solely responsible and liable for their own Registered External Website content, messaging, claims, and information and must ensure that it appropriately represents and enhances the MANNA brand and adheres to MANNA's Policies and Procedures. Additionally, Registered External Websites must not contain disingenuous popup ads or promotions or malicious code. Decisions and corrective actions in this area are at MANNA's sole discretion.

MANNA Independent Affiliate Disclosure

To avoid confusion, the following three elements must be prominently displayed at the top of every page of your Registered External Website:

- The MANNA Independent Affiliate Logo
- Your Name and Title
- MANNA Company Website Redirect Button

Although MANNA brand themes and images are desirable for consistency, anyone landing on any page of an Affiliate's External Website must clearly understand that they are at an Independent Affiliate site, and not a MANNA Company page.

Registered External Websites Must Exclusively Promote MANNA

Your MANNA Registered External Website must contain content and information that is exclusive to MANNA. You may not advertise other products or services other than the MANNA product line and the MANNA opportunity.

eCommerce or Stock-and-Sell Retailing

An Affiliate's Registered External Website must only facilitate the entry into his/her MANNA Website Portal. Unless you are on Partner status with a brick and mortar physical store, Affiliates may not stock and sell MANNA products, nor may you facilitate an e-commerce environment that would facilitate this model. All orders must be placed through your official Website Portal.

Registered External Website Termination

In the event of the voluntary or involuntary termination of your Affiliate Agreement, you must remove your Registered External Website from public view within three days and redirect (forward) all traffic from that domain to www.mannacbd.life. Your external website may be transferred to another MANNA Affiliate, subject to MANNA's approval, on a case-by-case basis.

Websites

We strongly encourage Affiliates to use Manna Website Portal, Marketing System, Lead Pages, Autoresponders, and Approved Marketing Materials. If you wish to submit a website for approval, please send it to compliance@mannacbd.life prior to publishing. Failure to send self-generated websites to compliance for approval may result in suspension and/or termination.

MANNA Hotlinks

When directing readers to your Registered External Website or Manna Website Portal, it must be evident from a combination of the link, and the surrounding context, to a reasonable reader that the link will be resolving to the site of an independent MANNA Affiliate. Attempts to mislead web traffic into believing they are going to a MANNA Company site, when in fact they land at an Affiliate site will not be allowed. The determination as to what is misleading or what constitutes a reasonable reader will be at Manna's sole discretion.

Monetizing Websites

Without the written approval from Manna, Affiliates may not monetize their Website Portal or their Registered External Website through affiliate programs, pay-per-click or cost-per-impression advertising, selling ad space, accepting donations, accepting sponsored posts or articles, ad Sense, or similar programs.

Online Classifieds

Without the written approval from Manna, Affiliates may not use online classifieds (including Craigslist) to list, sell or retail specific MANNA products or product bundles. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring and informing the public about the MANNA income opportunity. If a link or URL is provided, it must link to your Website Portal.

eBay/ Online Auctions

Without the written approval from Manna, MANNA's products may not be listed on eBay or other online auctions, nor may Affiliates enlist or knowingly allow a third party to sell MANNA products on eBay or other online auctions or similar methods of sales. An Affiliate who becomes aware, or should have reasonably become aware, that a third party to whom he or she sells MANNA products on eBay or any other online auctions must immediately discontinue all sales to the third party.

Online Retailing

Without the written approval from Manna, Affiliates may not list or sell MANNA products on any online retail store or ecommerce site (such as Amazon), nor may you enlist or knowingly allow a third party to sell MANNA products on any online retail store or ecommerce site. An Affiliate who becomes aware, or

should have reasonably become aware, that a third party to whom he or she sells MANNA products on any online retail store or ecommerce site must immediately discontinue all sales to the third party.

Banner Advertising

You may place banner advertisements on a website provided you use MANNA authorized templates and images. All banner advertisements must link to your Website Portal. Affiliates may not use blind ads (ads that do not disclose the identity of Manna) or web pages that make product or income claims that are ultimately associated with MANNA products or the MANNA opportunity.

Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books, etc., must be unique, informative and relevant.

Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)

Affiliates may upload, submit or publish MANNA-related video, audio or photo content that they develop and create so long as it aligns with MANNA's values, contributes to the MANNA community greater good, and is in compliance with MANNA's Policies and Procedures. All submissions must clearly identify you as an Independent MANNA Affiliate in the content itself and in the content description tag, must comply with all copyright/legal requirements, and must state that you are solely responsible for this content. Affiliates may not upload, submit or publish any content (video, audio, presentations or any computer files) received from MANNA or captured at official MANNA events or in buildings owned, leased, or operated by MANNA without prior written permission from MANNA.

Sponsored Links/ Pay-Per-Click (PPC) Ads

Except as prohibited elsewhere within the Policies and Procedures, sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to the sponsoring Affiliate's Website Portal or to the sponsoring Affiliate's Registered External Website. The display URL must also be to the sponsoring Affiliate's Website Portal or to the sponsoring Affiliate's Registered External Website and must not portray any URL that could lead the user to believe they are being directed to a MANNA Company site, or be inappropriate or misleading in any way.

Domain Names and Email Addresses

Except as set forth in the Affiliate Website Application and Agreement, Affiliates may not use or attempt to register any of Manna's trade names, trademarks, service names, service marks, product names, Manna's name, or any derivative of the foregoing, for any Internet domain name, email address, or social media name or address.

Social Media

In addition to meeting all other requirements specified in these Policies and Procedures, should you utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, or Pinterest, you agree to each of the following:

- No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to your MANNA Website Portal. It is your responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use.

- Any social media site that is directly or indirectly operated or controlled by an Affiliate that is used to discuss or promote MANNA's products or the MANNA opportunity may not link to any website, social media site, or site of any other nature, other than the Affiliate's MANNA Website Portal.
- During the term of this Agreement and for a period of 12 calendar months thereafter, an Affiliate may not use any social media site on which they discuss or promote, or have discussed or promoted, the MANNA business or Manna's products to directly or indirectly solicit MANNA's Affiliates for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, an Affiliate shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Affiliates relating to the Affiliate's other direct selling/network marketing business activities. Violation of this provision shall constitute a violation of the non-solicitation provision in this Agreement. (Conflicts of Interest)
- An Affiliate may post or "pin" photographs of MANNA products on a social media site, but only photos that are provided by MANNA and downloaded from the Affiliate's Website Portal may be used.

If an Affiliate creates a business profile page on any social media site that promotes or relates to MANNA, its products, or opportunity, the business profile page must relate exclusively to the Affiliate's MANNA business and MANNA products. If the Affiliate's MANNA business is cancelled for any reason or if the Affiliate becomes inactive, the Affiliate must deactivate the business profile page.

Business Entity

A corporation, limited liability company, partnership, trust or other form of organization (collectively referred to in this section as a "Business Entity") may apply to be a MANNA Affiliate by submitting an Affiliate Application and Agreement along with a properly completed Business Entity Registration Form and a properly completed IRS Form W-9. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership (legal or equitable) interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to MANNA, compliance with the MANNA Policies and Procedures, the MANNA Affiliate Agreement, and other obligations to MANNA.

Removal of an Affiliated Party

To prevent the circumvention of the prohibition of the Sale, Transfer or Assignment of a MANNA Business, if any Affiliated Party desires to terminate his or her relationship with the Business Entity or MANNA, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify MANNA in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions for the Sale, Transfer or Assignment of MANNA Business. In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other MANNA business for six consecutive calendar months in accordance with the terms and conditions for Termination and Re-application contained herein. If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements for the Sale, Transfer or Assignment of MANNA Business.

The modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in the Section for Change of Sponsor hereinbelow. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Affiliate Application and Agreement. MANNA may, at its sole discretion, require notarized documents before implementing any changes to a MANNA business. Please allow thirty (30) days after the receipt of the request by MANNA for processing.

Changes to a Business Entity

Each Affiliate must immediately notify MANNA of all changes to the type of business entity they utilize in operating their businesses and the addition or removal of business Affiliated Parties.

Change of Enroller

MANNA strongly discourages changes in sponsorship. In order to protect all Enrollers, no Affiliate may interfere with the relationship between another Affiliate and his or her Enroller in any manner whatsoever. An Affiliate may not offer, entice, encourage, solicit, recruit, or otherwise influence or attempt to persuade another Affiliate to change his or her Enroller or line of sponsorship, either directly or indirectly. Accordingly, the transfer of a MANNA business from one sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the Compliance Department and must include the reason for the transfer. A transfer, if made, will only be for one Affiliate, not his or her downline. Affiliates are only transferred on an individual basis. Transfers will only be considered in the following three circumstances:

Misplacement

In cases in which the new Affiliate is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor, an Affiliate may request that he or she be transferred to another organization with his or her entire marketing organization intact. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within 48 hours from the date of enrollment of the newly sponsored Affiliate. The Affiliate requesting the change has the burden of proving that he or she was placed in the incorrect sponsor's organization. The decision for such transfer shall occur solely at the election of Manna.

Upline Approval

The Affiliate seeking to transfer must submit a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of his or her immediate two upline Affiliates in his or her marketing organization. Photocopied or facsimile signatures will not be accepted. All Affiliate signatures must be notarized. If the transferring Affiliate also wants to move any of the Affiliates in his or her marketing organization, each downline Affiliate must also obtain a properly completed Sponsorship Transfer Form and return it to Manna. Downline Affiliates will not be moved with the transferring Affiliate unless all of the requirements of this paragraph are met. Transferring Affiliates must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by Manna for processing and verification of transfer/change requests.

Termination and Re-application

An Affiliate may legitimately change organizations by voluntarily canceling his or her Manna business and remaining inactive (i.e., no sales of Manna products, no sponsoring, no attendance at any Manna functions, participation in any other form of Affiliate activity, or operation of any other Manna business, no income from the Manna business) for six (6) full calendar months. Following the six-month period of inactivity, the former Affiliate may reapply under a new sponsor, however, the former Affiliate's downline will remain in their original line of sponsorship. Manna will consider waiving the six-month waiting period under exceptional circumstances. If an Affiliate has established a second account without waiting the six-month period by using a new name, business entity, or by other means, MANNA considers that act a violation of policy and unethical. Manna reserves the right to move that Affiliate back to the original position at any time. Such requests for waiver must be submitted to Manna in writing.

Waiver of Claims

In cases in which the appropriate sponsorship change procedures have not been followed, and a downline organization has been developed in the second business developed by an Affiliate, Manna reserves the sole and exclusive right to determine the final disposition of the downline organization. Resolving conflicts over the proper placement of a downline that has developed under an organization that has improperly changed sponsors is often extremely difficult. Therefore, AFFILIATES WAIVE ANY AND ALL CLAIMS AGAINST MANNA, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, CONSULTANTS AND AGENTS THAT RELATE TO OR ARISE FROM MANNA'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN ORGANIZATION THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

Unauthorized Claims and Actions

Indemnification

An Affiliate is fully responsible for all of his, her or its verbal and written statements made regarding MANNA products and the Compensation Plan that are not expressly contained in official MANNA materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through Social Media, in print, or any other means of communication. Affiliates agree to indemnify MANNA and MANNA's directors, officers, employees, and agents, and hold them harmless from all liability including legal claims, judgments, civil penalties, refunds, attorney fees, court costs, and/or lost business incurred by MANNA as a result of the Affiliate's unauthorized representations or actions. This provision shall survive the termination of the Affiliate Agreement.

Product Claims

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by MANNA may be made by an Affiliate except those contained in official MANNA literature. In particular, no Affiliate may make any claim that MANNA products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases or symptoms of diseases unless such claims are supported by scientific, empirical, published and defensible documentation and evidence. Otherwise, such statements can/may be perceived, believed and interpreted as FDA approved drug claims, and they may lack adequate substantiation. Not only are such claims in violation of the Affiliate Agreement, they also violate the laws and regulations of the United States and other jurisdictions. However, Affiliates are not responsible for non-solicited testimonials that are made by customers of Manna, provided such testimonials and other comments, remarks, videos, phrases or other forms of communication are made by such customer without coercion by an Affiliate of any kind or nature whatsoever.

Compensation Plan Claims

When presenting or discussing the MANNA Compensation Plan, you must make it clear to potential Affiliates that financial success with MANNA is not guaranteed, but rather requires commitment, effort and the conveyance of truthful product knowledge on a consistent basis over a period of time. You must never represent that one can be successful without diligent work and applying themselves to share the product (through sales) and opportunity with large numbers of potential customers and potential Affiliates. Examples of misrepresentations and statements in this area include:

- Get rich quick
- No work required
- No selling required
- Just join and I'll build your downline for you

- Just join and your downline will get spillover
- Manna does all the work for you

The above are examples of improper representations about the Compensation Plan and the opportunity. It is important that you do not make these or any other representations that could lead a potential Affiliate to believe that they can be successful as a MANNA Affiliate without commitment and effort.

Income Disclosure and Disclaimer

MANNA's Company ethics compel us to do not merely what is legally required, but rather, to implement the absolute best business practices. To this end, we have developed the MANNA Income Disclosure and Disclaimer ("IDD"). The MANNA IDD is designed to convey truthful, timely, and comprehensive information regarding the income that MANNA Affiliates earn. In order to accomplish this objective, a copy of the IDD must be presented to all prospective Affiliates.

The failure to comply with this policy constitutes a significant and material breach of the MANNA Affiliate Agreement and will be grounds for disciplinary sanctions, including termination of the Independent Affiliate Agreement, pursuant to the terms and conditions for Disciplinary Sanctions contained herein.

An Affiliate, when presenting or discussing the MANNA opportunity or Compensation Plan to a prospective Affiliate, may not make income projections, income claims, or disclose his or her MANNA income (including the showing of checks, copies of checks, bank statements, or tax records) ***unless, at the time the presentation is made, the Affiliate provides a current copy of the MANNA Income Disclosure Statement (IDD) to the person(s) to whom he or she is making the presentation.***

A copy of the IDD must be presented to a prospective Affiliate (someone who is not a party to a current MANNA Affiliate Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claim, or earnings representation is made.

Terms such as "income claim" and/or "earnings representation" (collectively "income claim") include:

- (1) statements of actual earnings;
- (2) statements of projected earnings;
- (3) statements of earnings ranges;
- (4) income testimonials;
- (5) lifestyle claims; and
- (6) hypothetical claims.

A lifestyle income claim typically includes statements (or pictures) involving large homes, luxury cars, exotic vacations, or other items suggesting or implying wealth. They also consist of references to the achievement of one's dreams, having everything one always wanted, and are phrased in terms of "opportunity" or "possibility" or "chance." Claims such as "My MANNA income exceeded my salary after six months in the business," or "Our MANNA business has allowed my wife to come home and be a full-time mom" also fall within the purview of "lifestyle" claims.

A hypothetical income claim exists when you attempt to explain the operation of the compensation plan through the use of a hypothetical example. Certain assumptions are made regarding some or all of the following:

- (1) number of personally enrolled Customers and Affiliates;

- (2) number of downline Customers and Affiliates;
- (3) average sales/purchase volume/sales volume per Customer and Affiliate; and
- (4) total organizational volume.

Applying these assumptions through the compensation plan yields income figures which constitute hypothetical income claims.

In any non-public meeting (e.g., a home meeting, one-on-one, regardless of venue) with a prospective Affiliate or Affiliates in which the Compensation Plan is discussed or any type of income claim is made, you must provide the prospect(s) with a copy of the IDD. In any meeting that is open to the public in which the Compensation Plan is discussed, or any type of income claim is made, you must provide every prospective Affiliate with a copy of the IDD and you must display at least one (3 foot x 5 foot poster board) in the front of the room in reasonably close proximity to the presenter(s). In any meeting in which any type of video display is utilized (e.g., monitor, television, projector, etc.) a slide of the IDD must be displayed continuously throughout the duration of any discussion of the Compensation Plan or the making of an income claim.

Copies of the IDD may be printed or downloaded without charge from the corporate website at www.Manna.life. Affiliates who develop sales aids and tools in which the Compensation Plan or income claims are present must incorporate the IDS into each such sales aid or tool prior to submission to Manna for review.

Prohibited Re-Packaging and Re-Labeling

MANNA products may only be sold in their original packaging. Affiliates may not repackage, re-label, or alter the labels on MANNA products. Tampering with labels/packaging could be a violation of federal and state laws and may result in civil or criminal liability and resulting penalties.

Commercial Outlets

Only approved physical brick and mortar and other re-sellers and Partner Affiliates may sell MANNA products from a commercial outlet or on a commercial basis.

Military Installations

The offer, promotion, or sale of the products, or the offer and promotion of the MANNA opportunity on a military installation is not a right; it is a privilege. Even if an Affiliate lives on a military installation, he or she does not have the right to offer our products or opportunity to anyone on that installation without the permission of the installation Commander. For the purposes of the U.S. Navy personnel and Navy Regulations, the definition of an "installation" also includes U.S. Navy vessels.

Any Affiliate who wants to offer, promote, or sell MANNA products, or offer and promote the MANNA opportunity (these activities will be collectively referred to as "commercial solicitation activities") on a military installation must make an inquiry to the office of the installation Commander to determine whether the Commander has granted permission for MANNA Affiliates to engage in such activities on the installation. If the Commander has not done so, the Affiliate must contact MANNA's offices to ask Manna to obtain the Commander's permission.

Affiliates are prohibited from seeking such permission from any installation Commander. If obtained, the permission to engage in commercial solicitation activities on a military installation is granted only for one particular installation. Any Affiliate who intends to engage in commercial solicitation activities on a military installation must be aware of and become completely familiar with the applicable military Regulation or Instruction as they pertain to the activity proposed. There are many activities that are

permissible in a civilian environment that are not permissible on a military installation. Some of these activities include, but are not limited to:

- Solicitation during enlistment or induction processing or during basic combat training, and within the first half of the one station unit training cycle.
- Solicitation of "mass," "group," or "captive" audiences.
- Making appointments with or soliciting military personnel during their normally scheduled duty hours.
- Soliciting without an appointment in areas used for housing or processing transient personnel or soliciting in barracks areas used as quarters.
- Use of official military identification cards or vehicle decals by active duty, retired, or reserve members of the military services to gain access to Army installations for the purpose of soliciting. (When entering the installation for the purpose of solicitation, Affiliates with military identification cards and/or installation vehicle decals must present documentation issued by the installation authorizing solicitations.)
- Offering rebates to promote transactions or to eliminate competition.
- Any oral or written representations which suggest or appear that the military branch sponsors or endorses Manna or its Affiliates, or the goods, services, and commodities offered for sale.
- The designation of any Affiliate or the use by any Affiliate of titles (for example, "Battalion Insurance Counselor," "Unit Insurance Advisor," "Servicemen's Group Life Insurance Conversion Consultant") that in any manner states or implies any type of endorsement from the U.S. Government, the Armed Forces, or any State or Federal agency or Government entity.
- Entry into any unauthorized or restricted area.
- Distribution of literature other than to the person being interviewed.
- Contacting military personnel by calling a Government telephone, faxing to a Government fax machine, or sending e-mail to a Government computer, unless a pre-existing relation (that is, the military member is a current client or requested to be contacted) exists between the parties and the military member has not asked for the contact to be terminated.
- Soliciting door to door or without an appointment.

The foregoing items are not an all-inclusive list. There are many more prohibited activities that are addressed in the applicable military Regulation or Instructions. The violation of military Regulations or Instructions by one Affiliate could jeopardize the ability of all MANNA Affiliates to engage in commercial solicitation activities on a particular military installation or even the entire branch of the military involved (e.g., Army, Air Force, Navy, Marines, or Coast Guard).

Trade Shows, Expositions and Other Sales Forums

Affiliates may display and/or sell MANNA products at trade shows and professional expositions.

Before submitting a deposit to the event promoter, Affiliates must contact the Compliance Department (compliance@mannacbd.life) in writing for conditional authorization, as Manna's policy is to authorize only one MANNA business per event. Final authorization will be granted to the first Affiliate who submits an official advertisement of the event, a copy of the contract signed by both the Affiliate and the event official, and a receipt indicating that a deposit for the booth has been paid. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Compliance Department. MANNA further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products or the MANNA opportunity.

Conflicts of Interest

Crossline Recruiting

Affiliates are prohibited from cross-line recruiting. The use of a spouse or relative's name, trade names, DBAs, assumed names, entities, federal identification numbers, or fictitious identification numbers, or any other device or contrivance to circumvent this policy is prohibited. An Affiliate shall not demean, discredit, or defame other MANNA Affiliates in an attempt to entice another customer, Affiliate or prospective Affiliate to become part of his or her organization.

For the purposes of this Section, the term "cross-line recruiting" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way, either directly, indirectly, or through a third party or parties regardless of how far removed, another MANNA Affiliate or Customer to enroll, join, or otherwise participate in another MANNA marketing organization, down line, or line of sponsorship other than the one in which he, she, or it originally enrolled.

Non-Solicitation

MANNA Affiliates are free to participate in other direct selling, multilevel marketing, or network marketing entities, businesses, organizations, opportunities, or ventures (collectively referred to as a "network marketing business"). However, during the term of this Agreement, any renewal or extension hereof, and for a period of one year following the termination of an Affiliate's Independent Affiliate Agreement, with the exception of an Affiliate who is personally sponsored by the Affiliate (or former Affiliate, as may be applicable), an Affiliate (or former Affiliate) may not recruit any MANNA Affiliate or Customer for another network marketing business. Affiliates and Manna recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Affiliates and MANNA agree that this non-solicitation provision shall apply nationwide throughout the United States and to all international markets in which Affiliates are located. This provision shall survive the termination or expiration of the Affiliate Agreement.

For the purposes of this Section, the term "recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any way (either directly, indirectly, or through a third party or third parties irrespective of how far removed) another MANNA Affiliate or Customer to:

- (1) enroll, join, or otherwise participate in another network marketing business or
- (2) terminate or alter his or her business or contractual relationship with MANNA;

The term "recruit" also includes the above activities in the event that the Affiliate's actions are in response to an inquiry made by another Affiliate or Customer.

Affiliate Participation in Other Network Marketing Programs

If an Affiliate is engaged in other non-MANNA network marketing business or businesses, it is the responsibility of the Affiliate to ensure that his or her MANNA business is operated entirely separate and apart from any other network marketing business. To this end, the following must be adhered to:

- Affiliates must not sell, or attempt to sell, any competing non-MANNA programs, products or services to MANNA Customers or Affiliates. Any program, product or services in the same generic categories as MANNA products is/are deemed to be competing, regardless of differences in cost, quality or other distinguishing factors. This provision does not apply where professional services are the primary source of revenues and the product sales are secondary to the provision of such services (e.g., physician's offices,

health clinics, health clubs, gyms, spas or beauty salons). However, an Affiliate may sell non-competing products to MANNA Customers or Affiliates who are personally sponsored.

- Other than approved Partner Affiliates who operate a physical brick and mortar site or other re-sellers, Affiliates shall not display MANNA promotional material, sales aids or products with or in the same location as, any non-MANNA promotional material or sales aids, products or services.
- Affiliates shall not offer the MANNA opportunity or products to prospective or existing Customers or Affiliates in conjunction with any non-MANNA program, opportunity, product or service.
- Affiliates may not offer any non-MANNA opportunity, products, services or opportunity at any MANNA-related meeting, seminar, convention, webinar, teleconference, or other function.

Confidential and Proprietary Information

"Confidential Information" includes, but is not limited to, Downline Genealogy Reports, the identities of MANNA customers and Affiliates, contact information of MANNA customers and Affiliates, Affiliates' personal and group sales volumes, Affiliate rank and/or achievement levels, Ownership of Manna, formulas, proposed product launch other than to current and prospective Affiliates and customers and other financial and business information deemed proprietary and sensitive to Manna and the prosecution of its business. All Confidential Information (whether oral or in written or electronic form) is proprietary information of MANNA and constitutes a business trade secret belonging to MANNA. Confidential Information is, or may be available, to Affiliates in their respective Website Portal. Affiliate access to such Confidential Information is password protected and is confidential and constitutes proprietary information and business trade secrets belonging to MANNA. Such Confidential Information is provided to Affiliates in the strictest confidence and is made available to Affiliates for the sole purpose of assisting Affiliates in working with their respective downline organizations in the development of their MANNA business. Affiliates may not use the reports or other proprietary information for any purpose other than for developing, managing, or operating their MANNA business. Where an Affiliate participates in other multi-level marketing ventures, he/she is not eligible to have access to Downline Genealogy Reports. Affiliates should use the Confidential Information to assist, motivate, and train their downline Affiliates. The Affiliate and MANNA agree that, but for this agreement of confidentiality and nondisclosure, MANNA would not provide Confidential Information to the Affiliate, and Affiliate therefore accepts the Proprietary Information subject to the terms and conditions contained herein.

To protect the Confidential Information, Affiliates shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any Confidential Information to any third party;
- Directly or indirectly disclose the password or other access code to his, her or its Website Portal;
- Use any Confidential Information to compete with MANNA or for any purpose other than promoting his or her MANNA business;
- Recruit or solicit any Affiliate or Customer of MANNA listed on any report or in the Affiliate's Website Portal, or in any manner attempt to influence or induce any Affiliate or Customer of MANNA to alter their business relationship with MANNA; or
- Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

The obligation not to disclose Confidential Information shall survive cancellation or termination of the Agreement and shall remain effective and binding irrespective of whether an Affiliate's Agreement has been terminated, or whether the Affiliate is or is not otherwise affiliated with MANNA. Upon non-renewal

or termination of the Agreement, Affiliates must immediately discontinue all use of the Confidential Information and if requested by MANNA, promptly return all materials in their possession to MANNA within five (5) business days of the request for the materials, at Affiliate's own expense.

Targeting Other Direct Sellers

MANNA does not condone Affiliates specifically, intentionally or consciously targeting the sales force of another direct sales company to sell MANNA products or to become Affiliates for MANNA, nor does MANNA condone Affiliates solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Affiliates engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an Affiliate alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, MANNA will not pay any of the Affiliate's defense costs or legal fees, nor will MANNA indemnify the Affiliate for any judgment, award, or settlement.

Errors or Questions

If an Affiliate has questions about or believes any errors have been made regarding discounts, commissions, bonuses, genealogy lists, credits, debits or charges, the Affiliate must notify MANNA in writing within 60 days of the date of the purported error or incident in question in order for a claim to be investigated and reconciled. MANNA will not be responsible for any errors, omissions or unreconciled issues not reported to Manna within 60 days of their occurrence.

Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Affiliates shall not represent or imply that MANNA or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

Income and Other Taxes

Each Affiliate is responsible for paying local, state, and federal taxes on any income generated or other taxes that may be imputed, upon an Independent Affiliate. Manna does not provide you with any personal or business tax advice or counsel. Please consult your own tax accountant, tax attorney, or other tax professional for such advice. If an Affiliate's MANNA business is tax exempt, the Federal tax identification number must be provided to MANNA every year, MANNA will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who:

- (1) Had earnings of over \$600 in the previous calendar year; or
- (2) Made purchases during the previous calendar year in excess of \$5,000.

Independent Contractor Status

Affiliates are independent contractors. The agreement between MANNA and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture between Manna and the Affiliate. Affiliates shall not be treated as an employee for his or her services or for Federal, State or other governmental agency tax purposes. All Affiliates are responsible for paying local, state, and federal taxes due from all compensation earned as an Affiliate of Manna.

The Affiliate has no authority (expressed or implied), to bind Manna to any obligation.

Each Affiliate is free to establish his or her own goals, hours, methods of sale and all other elements of operating their Independent Affiliate business, provided that he or she complies with the terms of the Affiliate Agreement, these Policies and Procedures and all applicable laws, rules, regulations and statutes. Affiliate is responsible for all of its own expenses including but not limited to travel, fuel, lodging, business

cards, discounts, insurances, meetings, licenses, permits, fees, all applicable taxes and each and every other expense that is incurred by a business enterprise.

Insurance

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy does not cover business-related injuries, or the theft of, or damage to inventory or business equipment unless specifically stated and covered in the policy contract. Contact your insurance agent to make certain that your business and property are protected. This can often be accomplished with a simple "Business Pursuit" or similar endorsement attached to your present homeowner's policy.

International Marketing

Affiliates are authorized to sell MANNA products and enroll Customers or Affiliates only in the countries in which MANNA is authorized to conduct business, as announced in official Company literature. MANNA products or sales aids may not be shipped into or sold in any foreign country that is not approved by Manna.

Affiliates may sell, give, transfer, or distribute MANNA products or sales aids only in their home country. In addition, no Affiliate may, in any unauthorized country:

- (a) conduct sales, enrollment or training meetings;
- (b) enroll or attempt to enroll potential Customers or enrollment or training meetings; or Affiliates; or
- (c) conduct any other activity for the purpose of selling MANNA products, establishing a marketing organization, or promoting the MANNA opportunity.

The violation of this policy will result in the immediate termination of the Affiliate Agreement and may also result in criminal prosecution by U.S and international authorities.

Excess Inventory and Bonus Buying

Affiliates must never purchase more products than they can reasonably use in a month and must not influence or attempt to influence any other Affiliate to buy more products than they can reasonably use in a month. In addition, bonus buying is strictly prohibited. Bonus buying includes any mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions or bonuses that is not driven by bona fide product or service purchases by end user consumers.

Adherence to Laws, Regulations and the Agreement

Affiliates must comply with all federal, state, and local laws, regulations, ordinances, codes, and the terms of the Agreement in the conduct of their business. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Affiliates because of the nature of their business. However, Affiliates must obey those laws that do apply to them. If a city or county official tells an Affiliate that an ordinance applies to him, her or it, the Affiliate shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of MANNA. In addition, Affiliates must not recommend, encourage or teach other Affiliates to violate federal, state, or local laws, regulations, ordinances, codes, or the terms of the Agreement in the operation of their MANNA business.

One MANNA Business Per Affiliate

An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, member, shareholder, trustee, or beneficiary, in only one MANNA business. No individual may have, operate or receive compensation from more than one MANNA business.

The Individual ownership of a MANNA Affiliate position must match the credit card number, address, phone number, Social Security or Federal Employee/Taxpayer Identification Number and payment/commission information on file in Manna's records. If we discover that an Affiliate is monetizing multiple positions in multiple organizations, this is considered unethical.

Additionally, we reserve the right to suspend commissions, remove Website Portal access, move duplicate positions back to their original placement, or terminate the Affiliate's account.

Roll-up of Organization

When a vacancy occurs in a Marketing Organization due to the termination of an MANNA business, each Affiliate in the first level immediately below the terminated Affiliate on the date of the termination will be moved to the first level ("front line") of the terminated Affiliate's Enroller.

For example, if A sponsors B, and B sponsors C1, C2, and C3, if B terminates her business, C1, C2, and C3 will "roll-up" to A and become part of A's first level.

Please note:

1. If the purged Affiliate has only one leg, and it is the leg they are on, the Affiliate is removed and the Affiliate/Customer directly below them moves up one level.
2. If the Affiliate has more than one leg or the only leg of the Affiliate is the opposite leg that they are on, the Affiliate's position remains as a placeholder until they meet the conditions above and can be removed.

Sale, Transfer or Assignment of MANNA Business

Although a MANNA business is a privately owned and independently operated business, the sale, transfer or assignment of a MANNA business, and the sale, transfer, or assignment of an interest in a Business Entity that owns or operates a MANNA business, is subject to certain limitations. If an Affiliate wishes to sell his or her MANNA business, or interest in a Business Entity that owns or operates an MANNA business, the following criteria must be met:

- The buyer or transferee must become a qualified MANNA Affiliate. If the buyer is an active MANNA Affiliate, he or she must first terminate his or her MANNA business and wait six calendar months before acquiring any interest in a different MANNA business;
- Before the sale, transfer or assignment can be finalized and approved by MANNA, any debt obligations the selling party has with MANNA must be satisfied.
- The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a MANNA business.

Prior to selling an independent MANNA business or Business Entity interest, the selling Affiliate must notify MANNA's Compliance Department in writing and advise of his or her intent to sell his/her MANNA business or Business Entity interest. The selling Affiliate must also receive written authorization from the Compliance Department before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a MANNA business. In the event that an Affiliate transfers, assigns, or sells his or her MANNA business without the express written approval of the Compliance Department, such transfer, assignment, or sale shall be voidable in the sole and absolute discretion of MANNA.

Upon the Sale or other Transfer of a Manna Business, both the Buyer and Seller shall protect, indemnify, defend, release and hold harmless Manna against any and all losses, damages, claims or expenses incurred or suffered by Manna of any kind or nature whatsoever, whether real or imagined, as a result of such Sale or Transfer, mismanagement or an intentional breach of this

Agreement by or on account of Buyer or Seller, including, but not limited to attorneys' fees and costs incurred by Manna in enforcing the terms of this Agreement, whether or not any legal action is commenced for such purpose.

Separation of a MANNA Business

MANNA Affiliates sometimes operate their MANNA businesses as husband-wife partnerships, sole proprietorships, regular partnerships, limited liability companies, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, limited liability company, partnership, trust or other Business Entity may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as to not adversely affect the interests and income of other businesses up or down the line of sponsorship.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s), operate the MANNA business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize MANNA to deal directly and solely with the other spouse or non-relinquishing shareholder, member, partner, or trustee.
- The parties may continue to operate the MANNA business jointly on a "business-as-usual" basis, whereupon all compensation paid by MANNA will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. The default procedure is as follows if the parties do not agree on the format set forth above.

Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will MANNA split commission and bonus checks between divorcing spouses or members of dissolving entities. MANNA will recognize only one downline organization and will issue or credit only one commission event per MANNA business, per commission cycle. Commission checks shall always be issued to the same individual or entity and the Affiliate and Manna Business hereby waive all claims for Manna so doing.

If a former spouse has completely relinquished all rights in the original MANNA business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as an Affiliate. In either case, the former spouse or business affiliate shall have no rights to any Affiliates in their former organization or to any former Customer(s). They must develop the new business in the same manner as would any other new Affiliate.

Organizational Structure & Sponsoring

When sponsoring a new Affiliate through the online enrollment process, the sponsor may assist the new applicant in filling out the enrollment materials. However, the applicant must personally review and agree to the online Application and Agreement, MANNA's Policies and Procedures and the MANNA Compensation Plan. The sponsor may not fill out the online Affiliate Application and Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

Succession

Upon the death or incapacitation of an Affiliate, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to Manna to ensure the transfer is proper. Accordingly, an Affiliate should consult an attorney to assist him or her in the preparation of a will or other testamentary

instrument. Whenever a MANNA business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Affiliate's marketing organization provided the following qualifications are met. The successor(s) must:

- Execute an Affiliate Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Affiliate's status;
- The devisee must provide MANNA with an "address of record" to which all bonuses, credits and commission checks will be sent;
- If the business is bequeathed to joint devisees, they must form a business entity and acquire a Federal Taxpayer Identification Number. MANNA will issue all bonus and commission checks and one 1099 to the business entity.

Transfer Upon Death of an Affiliate

To effect a testamentary transfer of a MANNA business, the executor of the estate must provide the following to MANNA:

- (1) an original death certificate;
- (2) certified letters, testamentary or a letter of administration appointing an executor; and
- (3) written instructions from the authorized executor, to MANNA, specifying to whom the business and income should be transferred.

Transfer Upon Incapacitation of an Affiliate

To effectuate a transfer of a MANNA business because of incapacity, the successor must provide the following to MANNA:

- (1) a notarized copy or other Certification of an appointment as trustee;
- (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the MANNA business; and
- (3) a completed Affiliate Agreement executed by the trustee.

Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission have laws that govern telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although MANNA does not consider Affiliates to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of ***calling someone whose telephone number is listed on the federal "do not call" registry*** could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, Affiliates must not engage in telemarketing as described above, in the operation of their MANNA business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a MANNA product or service, or to recruit them for the MANNA opportunity. "Cold calls" made to prospective customers or Affiliates that promote either MANNA's products or the MANNA opportunity constitute telemarketing and are prohibited. However, a

telephone call(s) placed to a prospective customer or Affiliate (a "prospect") is permissible under the following situations:

- If the Affiliate has an established business relationship with the prospect. An "established business relationship" is a relationship between an Affiliate and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Affiliate, or a financial transaction between the prospect and the Affiliate, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- The prospect's personal inquiry or application regarding a product or service offered by the Affiliate, within the three (3) months immediately preceding the date of such a call.
- If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call. The authorization must specify the telephone number(s) which the Affiliate is authorized to call.
- You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.
- Affiliates shall not use automatic telephone dialing systems or software relative to the operation of their MANNA businesses.
- Affiliates shall not place or initiate any outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to MANNA's products or opportunity.

Website Portal Access

MANNA makes online Website Portals available to its Affiliates. Website Portals provide Affiliates access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Affiliate's MANNA business and to increase sales of MANNA products. However, access to a Website Portal is a privilege, and not a right. MANNA reserves the right to deny Affiliates' access to the Website Portal at its sole discretion.

Unauthorized Communication

In the building of his, her or its MANNA business, an Affiliate may attempt to contact Manna's vendors, suppliers, or advisors with questions or ideas. Any such communication without Manna's prior written consent is strictly prohibited. Vendors, suppliers, and advisors are often not able to effectively handle a large volume of contacts. Equally important, we must respect their rights to privacy. Questions regarding any of these Entities may be directed to Field Support.

Responsibilities of Affiliates

Change of Address, Telephone, E-Mail Addresses and Other Information

To ensure timely delivery of products, support materials, commissions, credits, tax and other documents, it is important that MANNA's files be maintained on a current basis. Street addresses are required for shipping since UPS and FedEx cannot deliver to a post office box. Affiliates planning to change their e-mail address or move their physical location must send their new address and telephone numbers to MANNA's Company

Offices to the attention of the Affiliate Services Department. To guarantee proper delivery, two weeks advance notice must be provided to MANNA on all changes. In the alternative, an Affiliate whose contact information changes may amend their contact information through their Affiliate Website Portal.

Ongoing Training

Active Affiliates who are growing an organization are strongly encouraged to provide downline support. As leaders, they have the opportunity to teach new Affiliates how to properly operate his or her MANNA business. Upline Affiliates are also motivated to support and train new Affiliates in MANNA product knowledge, effective sales techniques, the MANNA Compensation Plan and compliance with Company Policies and Procedures and applicable laws.

Affiliates should monitor the Affiliates in their Downline Organizations to guard against downline Affiliates making improper product or business claims, violation of the Policies and Procedures, or engaging in any illegal or inappropriate conduct.

Increased Training Responsibilities

As Affiliates progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the MANNA sales, product knowledge and management development program. They may be called upon to share this knowledge with lesser experienced Affiliates within their organization which they may or may not do at their sole election.

Ongoing Sales Responsibilities

Regardless of their level of achievement, Affiliates have an ongoing obligation to continue to personally promote sales through the generation of new personal customers and through servicing their existing customers.

Non-Disparagement

MANNA is committed to providing its independent Affiliates with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Compliance Department. Remember, to best serve you, we must hear from you. While MANNA welcomes constructive input, negative comments and remarks made in the field by Affiliates about Manna, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other MANNA Affiliates. For this reason, and to set the proper example for their downline, Affiliates must not disparage, demean, or make unsupported negative remarks about MANNA, other MANNA Affiliates, MANNA's products, the Marketing and Compensation plan, or MANNA's directors, officers, consultants or employees.

Providing Documentation to Applicants

Affiliates must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Affiliates before the applicant signs an Affiliate Agreement or in the alternative, ensure that they have online access to these materials.

Sales Requirements

Product Sales

The MANNA Compensation Plan is based heavily on the sale of MANNA products to end consumers, with the majority of commissions being paid to the salesperson Affiliate. While Affiliates are not required to fulfill personal retail sales to be eligible for bonuses, commissions and advancement to higher levels of achievement, it is the goal of Manna that Affiliates produce retail sales as an example to their downline Affiliates.

No Territory Restrictions

There are no exclusive territories granted to anyone.

Sales, Customer Rights and Website

When selling the product in person, Affiliates must orally inform the buyer of his or her cancellation rights.

All Sales/Purchases must be made through the Manna provided Website Portal. Such online sale records will be stored in the Website Portal for Affiliate and for Company access.

Bonuses and Commissions

Bonus and Commission Qualifications and Accrual

An Affiliate must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as an Affiliate complies with the terms of the Agreement, MANNA shall pay commissions to such Affiliate in accordance with the Marketing and Compensation Plan. The minimum amount for which MANNA will issue a commission is \$25.00 per payment period.

If an Affiliate's bonuses and commissions do not equal or exceed the amount specified by the selected commission method, Manna will accrue the commissions and bonuses until the minimum is met. Payment will be issued once the minimum has been accrued. Notwithstanding the foregoing, all commissions owed an Affiliate, regardless of the amount accrued, will be paid at the end of each fiscal year or upon the termination of an Affiliate's business.

Adjustment to Bonuses and Commissions and Returned Products

Affiliates receive bonuses, commissions and overrides based on the actual sales of products to end consumers. When a product is returned to MANNA for a refund or is repurchased by Manna, any of the following may occur at Manna's discretion:

- (1) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) or cancelled service will be deducted from payments to the Affiliate and upline Affiliates who received bonuses, commissions, or overrides on the sales of the refunded product(s), in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered;
- (2) the Affiliate or upline Affiliates who earned bonuses, commissions, or overrides based on the sale of the returned product(s) will have the corresponding commissions/bonus deducted in the next month and all subsequent months until it is completely recovered; or
- (3) the bonuses, commissions, or overrides attributable to the returned or repurchased product(s) may be deducted from any refunds or credits to the Affiliate who received the bonuses, commissions, or overrides on the sales of the refunded product(s).

Direct Deposit and Company Debit Cards

Manna pays commissions via direct deposit into Affiliates' bank accounts or at Manna's sole election, via direct payment onto a Company provided debit card. There is no charge for direct deposit.

Tax Withholdings

If an Affiliate fails to provide his or her correct tax identification number, MANNA will deduct the necessary withholdings from the Affiliate's commission checks as required by law.

Reports

All information provided by MANNA in downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human, digital, and mechanical error, the accuracy, comprehensiveness, and timeliness of orders, denial of credit card, debit card, electronic check payments, other methods of payments and calculations, returned products, credit card, debit card, all forms of electronic and other payment methods and electronic check charge-backs, the information is not guaranteed by MANNA or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MANNA AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY AFFILIATE OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER REAL OR IMAGINED, THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND/OR GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF MANNA OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, MANNA OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO OR HERETO.

Access to and use of MANNA's online and telephone and other forms of reporting services, and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to MANNA's online and telephone and other forms of reporting services and your reliance upon the information.

Guarantees, Returns and Inventory Re-Purchasing

Product Guarantee and Rescission

MANNA offers a 100% 30-Day money-back satisfaction guarantee (less shipping charges) to all Retail Customers. Products shipped directly to a Retail Customer by Manna must be returned to Manna and the refund will be issued to the Customer by Manna. Every Affiliate is bound to honor the Retail Customer guarantee. If, for any reason, a Retail Customer is dissatisfied with any MANNA product, the Retail Customer may return the unused portion of the product within thirty (30) days, for a replacement, exchange

or a full refund of the purchase price (less shipping costs). This product satisfaction guarantee does not apply to products damaged by misuse. Shipping costs are not refundable.

Rescission

Retail Customers

Federal and state law require that a Retail Customer who makes a purchase of \$25.00 or more has three business days (excluding Sundays and legal holidays) (5 business days for Alaska residents and 15 business days in North Dakota for individuals age 65 and older) after the sale or execution of a contract, to cancel the order and receive a full refund consistent with the cancellation notice on the order form or sales receipt. When an Affiliate makes a sale or takes an order from a Retail Customer who cancels or requests a refund within the three business day period, Manna will promptly refund or otherwise credit the Customer's money or bank account as the case might be as long as the products are returned in substantially as good condition as when received (five business days for Alaska residents), if in fact the products had been shipped and or delivered within the three day cancellation period.

Affiliates must notify their Retail Customers that they have three business days (excluding Sundays and legal holidays) (5 business days for Alaska residents and 15 business days in North Dakota for Individuals age 65 and older) within which to cancel their purchase and receive a full refund upon return of the products in substantially as good condition as when they were delivered. Affiliates should also notify their Retail Customers about these time limits at the time they enroll as a Retail Customer and place their first order. Products shipped directly to a Retail Customer by Manna must be returned to the Company and the refund will be issued to the Customer by Manna. Retail Customers may contact Manna for a "call tag" that will provide the return shipping to Manna at no cost to the Customer.

Informing Customers

In accordance with the law, Affiliates are required by law to verbally inform their customers of this right of rescission and cancellation. When a Customer places an order online, Manna will provide the Customer with the receipt.

Return of Inventory and Sales Aids by Affiliates Upon Termination

Upon termination of an Affiliate's Agreement, the Affiliate may return the Sample Kit, products, and sales aids that he or she personally purchased from MANNA (purchases from other Affiliates or third parties are not subject to refund) that are in Resalable (see Definition of "Resalable" below) condition and which have been purchased within one year prior to the date of termination. Upon receipt of a Resalable Sample Kit and/or Resalable products and sales aids, the Affiliate will be reimbursed 90% of the net cost of the original purchase price(s). Neither shipping nor handling charges incurred by an Affiliate when the Sample Kit, products or sales aids were purchased, nor return shipping fees, will be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. If an Affiliate was paid a commission, rebate, or any other form of compensation based on a product(s) that he or she purchased, and such product(s) is/are subsequently returned for a refund, the commission, rebate, or any other form of compensation that was paid based on that product purchase will be deducted from the amount of the refund. Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied:

- (1) they are unopened and unused;
- (2) packaging and labeling have not been altered or damaged;
- (3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price;
- (4) they are still in MANNA's current inventory for sale to the public;

- (5) the expiration date(s) for any returned products has not passed; and
- (6) they are returned to MANNA within one year from the date of purchase.

Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable or subject to nor qualified for a refund or credit.

Website Portal fees are not refundable except as required by applicable state law.

Montana Residents

A Montana resident may cancel his or her Affiliate Agreement within 15 days from the date of enrollment and may return his or her Sample Kit for a full refund within such time period, subject to the rules for return as shown hereinabove.

Procedures for All Returns

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

- All items must be returned by the Customer who purchased it directly from MANNA.
- All items to be returned must have a Return Authorization Number which is obtained by calling or contacting the Affiliate Services Department. This Return Authorization Number must be written on each carton returned.
- The return is accompanied by:
 - The original packing slip with the completed (and signed Consumer Return information, if applicable);
 - The unused portion of the item(s) in its/their original container.
- Proper shipping carton(s) and packing materials are to be used in packaging the items(s) being returned, and the best and most economical means of shipping is suggested. All returns must be shipped to MANNA shipping pre-paid. MANNA does not accept shipping-collect packages. The risk of loss in shipping for returned items shall be the responsibility of the Customer.
- If an Affiliate is returning merchandise to MANNA that was returned to him, her or it by a personal retail customer, the product must be received by MANNA within ten (10) days from the date on which the retail customer returned the merchandise to the Affiliate.

Dispute Resolution and Disciplinary Proceedings

Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Affiliate that, in the sole discretion of Manna may damage its reputation or goodwill (such damaging act or omission need not be related to the Affiliate's MANNA business), may result, at MANNA's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Affiliate to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks or other credits;
- Loss of rights to one or more bonus and commission checks or other credits;
- MANNA may withhold from an Affiliate all or part of the Affiliate's bonuses and commissions or other credits during the period that MANNA is investigating any conduct allegedly violative of the Agreement. If an Affiliate's business is terminated for disciplinary reasons, the Affiliate will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Affiliate Agreement for one or more pay periods;
- Permanent or temporary loss of, or reduction in, the current and/or lifetime rank of an Affiliate (which may subsequently be re-earned by the Affiliate);
- Transfer or removal of some or all of an Affiliate's downline Affiliates from the offending Affiliate's downline organization.
- Involuntary termination of the offender's Affiliate Agreement;
- Suspension and/or termination of the offending Affiliate's MANNA Website Portal access;
- Any other measure expressly allowed within any provision of the Agreement or which MANNA deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Affiliate's policy violation or contractual breach;
- In situations deemed appropriate by MANNA, Manna may institute legal proceedings for monetary and/or equitable relief.

Grievances and Complaints

When an Affiliate has a grievance or complaint with another Affiliate regarding any practice or conduct in relationship to their respective MANNA businesses, the complaining Affiliate should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Affiliate Services Department at the Company. The Affiliate Services Department will review the facts and attempt to resolve the issue at hand.

Mediation

Prior to instituting arbitration, the Parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the Parties shall be appointed as the Mediator. The mediation shall occur within 60 days from the date on which the Mediator is appointed. The Mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the Parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each Party shall pay its own attorneys' fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Albuquerque, New Mexico, and shall last no more than two business days.

Binding Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by binding arbitration. The Parties waive all rights to trial by jury or to any

court. The arbitration shall be filed with and administered by the American Arbitration Association ("AAA") or JAMS Endispute ("JAMS") under their respective rules and procedures.

The Commercial Arbitration Rules and Mediation Procedures of the AAA are available on the AAA's website at www.adr.org. The Streamlined Arbitration Rules & Procedures are available on the JAMS website at www.jamsadr.com. Copies of AAA's Commercial Arbitration Rules and Mediation Procedures or JAM's Streamlined Arbitration Rules & Procedures will also be emailed to Affiliates upon request to MANNA's Compliance Department.

Notwithstanding the rules of the AAA or JAMS, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;
- The Parties shall be admitted by the Federal Rules of Civil Procedure;
- The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
- The arbitration shall occur within 180 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
- The Parties shall be allotted equal time to present their respective cases, including cross-examinations. All arbitration proceedings shall be held in Albuquerque, New Mexico. There shall be one arbitrator selected from the panel that the Alternate Dispute Resolution service provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The arbitration shall occur within 180 days from the date on which the arbitration is filed and shall last no more than five business days. The parties shall be allotted equal time to present their respective cases. The decision of the arbitrator shall be final and binding on the parties and may if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the entire arbitration process and shall not disclose to any person not directly involved in the arbitration process:

- The substance of, or basis for, the controversy, dispute, or claim;
- The content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in arbitration;
- The terms or amount of any arbitration award;
- The rulings of the arbitrator on the procedural and/or substantive issues involved in the case.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent either Party from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect its intellectual and Proprietary property rights, and/or to enforce its rights under the non-solicitation provision of the Agreement.

In all of the above events, Manna shall have the undisputed and unimpeded right, but not the obligation to observe, attend or otherwise witness the proceeding between the Parties, the Mediator, the Arbiter and the Court as the case might be.

Governing Law, Jurisdiction, and Venue

CHOICE OF LAWS. This Agreement shall be governed by New Mexico law, without giving effect to any “choice of law” or “conflict of law” provision or rule (whether of the State of New Mexico or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Mexico. Any action or proceeding arising out of or relating to this Agreement shall be brought in Bernalillo County, New Mexico in the Second Judicial District.

Payments

Restrictions on Third Party Use of Credit Cards and Bank Account Access

An Affiliate shall not permit other Affiliates or Customers to use his or her credit/debit card or permit debits to his or her bank or other banking type accounts, to enroll in or to make purchases from the Company. An Affiliate shall not use the credit, debit or other card or account of a third party or make debits to the bank account of a third party, to enroll in or to make purchases from the Company.

Inactivity, Reclassification, and Termination

Effect of Termination

So long as an Affiliate remains active and complies with the terms of the Affiliate Agreement and these Policies and Procedures, MANNA shall pay commissions to such Affiliate in accordance with the Compensation Plan. An Affiliate's bonuses, credits and commissions constitute the entire consideration for the Affiliate's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following an Affiliate's non-renewal of his or her Affiliate Agreement, termination for inactivity, or voluntary or involuntary termination of his or her Affiliate Agreement (all of these methods are collectively referred to as "termination"), the former Affiliate shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission, credit or bonus from the sales generated by the organization. An Affiliate whose business is terminated will lose all rights as an Affiliate. This includes the right to sell MANNA products and the right to receive future commissions, credits and bonuses, or other income resulting from the sales and other activities of the Affiliate's former downline sales organization. In the event of termination, Affiliates waive all rights they may have or may have had, including but not limited to property, income and all chattel rights, to their former downline organization and to any bonuses, credits, commissions or other remuneration of every kind or nature whatsoever, derived from the sales and other activities of his, her or its former downline organization.

Following an Affiliate's termination of his, her or its Affiliate Agreement, the former Affiliate shall not hold himself, herself or itself out as a MANNA Affiliate and shall not have the right to sell MANNA products or services. An Affiliate whose business is terminated shall receive commissions, credits and bonuses only for the last full settlement period they were active prior to termination (less any amounts withheld during an investigation preceding an involuntary termination).

Termination Due to Inactivity

If an Affiliate fails to personally respond to three email or text messages requesting that the Affiliate confirm that they are in fact active, that Affiliate shall be considered inactive and the Agreement will be terminated. Emails and texts shall be sent to each Affiliate at the commencement of each calendar quarter. Three separate emails and texts shall be sent, each five calendar days apart. If the Affiliate fails to respond to the third email or text within 15 calendar days following the date of email or text notice, the Affiliate's Agreement will be terminated. Texts are also known as SMS messages and may be subject to fees and charges imposed by your service provider.

Reclassification Following Termination Due to Inactivity

If an Affiliate is cancelled due to inactivity, his or her Affiliate Agreement will be terminated.

An Affiliate's violation of any of the terms of the Agreement, including any amendments that may be made by MANNA in its sole discretion, may result in any of the sanctions listed in the Section including the involuntary termination of his, her or its Affiliate Agreement. Termination shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the Affiliate's last known address, email address, or fax number, or to his, her or its attorney, or when the Affiliate receives actual notice of termination, whichever occurs first. MANNA reserves the right to terminate all Affiliate Agreements upon written notice in the event that it elects to:

- (1) cease business operations;
- (2) dissolve as a corporate entity; or
- (3) terminate distribution of its products via direct selling.

Voluntary Termination

A participant in this Direct Sales Network Marketing plan has a right to cancel at any time, regardless of the reason for so doing. Termination must be submitted in writing to Manna at its principal business address or by email to the Affiliate Services Department. The written notice must include the Affiliate's signature, printed name, address, and Affiliate I.D. Number. In addition to written termination, Affiliates who have consented to Electronic Contracting will cancel their Affiliate Agreement should they withdraw their consent to contract electronically. If an Affiliate is also on the Autoship program, the Affiliate's Autoship order shall continue unless the Affiliate also specifically requests that his or her Autoship Agreement also be canceled.

Non-renewal

An Affiliate may also voluntarily cancel his or her Affiliate Agreement by failing to renew the Agreement on its anniversary date. Manna may also elect not to renew an Affiliate's Agreement upon its anniversary date.

Exceptions to Activity Requirements

Maternity

The Affiliate should notify the Affiliate Services Department to request a Maternity Waiver Form.

Military Deployment

The Affiliate should notify the Affiliate Services Department to request a Deployment Waiver Form.

Definitions

Active Customer. A Retail Customer who purchases MANNA products during a particular month.

Affiliated Party. A shareholder, member, partner, manager, trustee, or other parties with any ownership interest in, or management responsibilities for, a Business Entity.

Agreement. The contract between Manna and each Affiliate includes the Affiliate Application and Agreement Terms and Conditions, the MANNA Policies and Procedures, the MANNA Compensation Plan, and the Business Entity Addendum (where appropriate), all in their current form and as amended by MANNA in its sole discretion. These documents are collectively referred to as the "Agreement."

Cancel or Terminate. The termination of an Affiliate's business. Termination may be either voluntary, involuntary, through non-renewal or inactivity.

Downline. Your downline (or downline organization) consists of the Affiliates you personally enroll or sponsor (your first level Affiliates), the Affiliates that first level Affiliates enroll or sponsor, as well as the Affiliates that are subsequently enrolled or sponsored beneath them.

Downline Leg. Each one of the individuals personally enrolled immediately underneath you and their respective marketing organizations represents one "leg" in your marketing organization.

Enroll. The act of introducing a prospective Affiliate to MANNA and assisting them to execute an Affiliate Application and Agreement and thereby become an MANNA Affiliate. (Also see the definition of "Sponsor.") These activities are called "Enrolling."

Enroller. The person who enrolls and introduces the product and or opportunity to a prospective Affiliate or customer into MANNA.

Group Volume. The commissionable value of products purchased by the Customers in the downline of a particular Affiliate.

Level. The layers of downline Customers and Affiliates in a particular Affiliate's downline. This term refers to the relationship of an Affiliate relative to a particular upline Affiliate, determined by the number of Affiliates between them who are related by sponsorship. For example, if A enrolls B, who enrolls C who enrolls D, who enrolls E, then E is on A's fourth level.

Official MANNA Material. Literature, collateral material, designs, writings, tradenames, trade styles, publications, audio or video tapes, websites, and other materials developed, printed, published and/or distributed by MANNA to Affiliates.

Personal Production. Moving MANNA products to an end consumer for actual use.

Personal Volume. The commissionable value of products purchased by:

- (1) an Affiliate;
- (2) the Affiliate's personally enrolled Retail Customers; and
- (3) the Affiliate's personal retail Customers who purchase from the Affiliate's MANNA Website Portal.

Rank. The "title" that an Affiliate holds pursuant to the MANNA Compensation Plan. "Title Rank" refers to the highest rank an Affiliate has achieved in the MANNA compensation plan at any time.

"Paid As" rank refers to the rank at which an Affiliate is qualified to earn commissions and bonuses during the current pay period.

Recruit. For purposes of MANNA's Conflict of Interest Policy, the term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party or third parties irrespective of how far removed, another MANNA Affiliate or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity.

Registered External Website. An Affiliate's MANNA-approved personal website that is hosted on non-MANNA servers and has no official affiliation with MANNA.

Website Portal. A website provided by MANNA to Affiliates which utilizes website templates developed by MANNA for the purpose of recording, tracking, reconciling, collecting sales revenue and documenting sales activity of Affiliates and Customers.

Resalable. Products and Sales aids shall be deemed "resalable" if each of the following elements is satisfied:

- 1) they are unopened and unused;
- 2) packaging and labeling have not been altered or damaged;
- 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price;
- 4) it is returned to MANNA within one year from the date of purchase. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

Retail Customer. Retail Customers are purchasing all of our products at the Retail or Subscription Price. They are making a one-time or repeat purchase. Even though Retail Customers are introduced via a MANNA Independent Affiliate, they do not participate in the MANNA compensation plan program.

Retail Sales. Sales to a Retail Customer.

Social Media. Any type of online media that invites, expedites or permits conversation, comment, rating, and/or user generated content, as opposed to traditional media, which delivers content but does not allow readers/viewers/listeners to participate in the creation or development of content, or the comment or response to content. Examples of Social Media include, but are not limited to blogs, chat rooms, Facebook, MySpace, Twitter, LinkedIn, Delicious, and YouTube.

Upline. This term refers to the Affiliate or Affiliates above a particular Affiliate in a sponsorship line up to Manna. Conversely stated, it is the line of sponsors that links any particular Affiliate to Manna.

Sample Kit. A selection of MANNA products, training materials, business support literature, and Affiliate Website Portal that each new Independent Affiliate has access to upon enrollment.

Addendum A. Policies for Affiliates who reside in foreign countries.

I have read and understand the Policies and Procedures as shown hereinabove, and I acknowledge that I received and had the opportunity to read and review the Policies and Procedures prior to signing the Independent Affiliate Application and Agreement.

_____ Name: _____

Independent Affiliate's signature

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