# POLICIES AND PROCEDURES

* 1. **INTRODUCTION**

# Mutual Commitment Statement

JBA BRANDS(“hereafter as “JBA BRANDS” and/or the “Company”) recognizes the importance to the development of a long-term and mutually rewarding relationship with its business owners (“Affiliate(s)”) and Customers. Integral to this objective, JBA BRANDS and its Affiliates must acknowledge and respect the true nature of the relationship between one another and pledge mutual support towards the service of Customers.

* + 1. In the spirit of mutual respect and understanding, JBA BRANDS pledges to:
       1. Provide prompt, professional and courteous service and communications to all its Affiliates and Customers;
       2. Provide the highest level of quality products, at fair and reasonable prices;
       3. Exchange or refund the purchase price of any product, service or membership as provided in the *Return Policy* described herein;
       4. Deliver orders promptly and accurately;
       5. Pay commissions accurately and on a timely basis;
       6. Expedite orders or checks if an error or unreasonable delay occurs;
       7. Roll out new products and programs or implement changes in the Compensation Plan and/or these Policies and Procedures with Affiliate input and planning;
       8. Support, protect and defend the integrity of the JBA BRANDS

opportunity; and

* + - 1. Offer Affiliates an opportunity to grow with JBA BRANDS, and have such growth come by way of the principles of Servant Leadership.
    1. In return, JBA BRANDS expects you as a Affiliate to:
       1. Conduct yourself in a professional, honest, and considerate manner;
       2. Present Corporate and product information in an accurate and professional manner;
       3. Present the Compensation Plan and *Return Policy* in a complete and accurate manner;
       4. Not make exaggerated income claims;
       5. Make reasonable effort(s) to support, train and service Affiliates and Customers in your downline;
       6. Refrain from cross-line recruiting, unhealthy competition or unethical business practices;
       7. Provide positive guidance and training to Affiliates and Customers in your downline while exercising caution to avoid interference with the downline of other Affiliates. As such, you should refrain from providing cross-line training to a Affiliate or Customer in a different organization without first obtaining the consent of the applicable upline leader;
       8. Support, protect, and defend the integrity of the JBA BRANDS opportunity;
       9. Accurately complete and submit the Affiliate Agreement and any requested supporting documentation in a timely manner.

# JBA BRANDS Policies and Compensation Plan Incorporated into the Affiliate Agreement

* + 1. Throughout these Policies and Procedures (hereafter, “Policies”), when the term “Agreement” is used, it collectively refers to the JBA BRANDS Agreement, these Policies, and the JBA BRANDS Compensation Plan.
    2. It is the responsibility of the sponsoring Affiliate to provide the most current version of these Policies (available on the JBA BRANDS website at jbabrands.com and the JBA BRANDS Compensation Plan to each applicant prior to his, her and/or its execution of the Affiliate Agreement.

# Purpose of Policies

* + 1. JBA BRANDS is a direct sales company that markets Nutritional Supplement products through a network of business owners. To clearly define the relationship that exists between Affiliates and the Company, and to explicitly set a standard for acceptable business conduct, JBA BRANDS has established these Policies.
    2. Affiliates must comply with the following: (i) all of the terms and conditions set forth in the Affiliate Agreement, which JBA BRANDS may amend from time to time in its sole and absolute discretion; (ii) all federal, state, and/or local laws governing his, her and/or its JBA BRANDS business; and (iii) these Policies.
    3. Affiliates must review the information in these Policies carefully. Should you have any questions regarding a policy or rule, JBA BRANDS encourages you to seek an answer from your Sponsor or any other upline Affiliate. If further clarification is needed, you can contact the Company Compliance Department.

# Changes, Amendments, and Modifications

* + 1. Because federal, state, and local laws, as well as the business environment, periodically change, JBA BRANDS reserves the right to amend the Agreement and its product prices in its sole and absolute discretion. Notification of amendments shall appear in Official Company Materials. ***This provision does NOT apply to the arbitration clause found in Section 12, which can only be modified via mutual consent.***
    2. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
       1. Posting on the official JBA BRANDS website;
       2. Electronic mail (e-mail); or
       3. In writing through the Company newsletters or other forms of communication channels.

# Delays

JBA BRANDS shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire, and/or weather, curtailment of a source of supply, or government decrees or orders.

# Effective Date

These Policies and Procedures shall become effective as of March 1, 2024 and, at such time, shall automatically supersede any prior Policies and Procedures (the “old Policies and Procedures”). On this Effective Date, the old Policies and Procedures shall cease to have any force or effect.

# BASIC PRINCIPLE

* 1. **Becoming A** JBA BRANDS **Affiliate**
     1. To become an affiliate, an applicant must comply with the following requirements:
        1. Be of the age of majority (not a minor) in his, her or its state of residence;
        2. Reside or have a valid address in the United States or U.S. territory;

OR

Reside or have a valid address in Vietnam, Cambodia, Burma, Korea, and Mexico or any country where JBA Brands conducts business.

* + - 1. Have valid identification (i.e. Social Security Number, Federal Tax ID Number, ITIN, Passport ID, etc.) of the Country of Residence;
      2. Review and agree to this affiliate agreement by becoming an affiliate of JBA BRANDS;

# New Affiliate Registration

* + 1. A new Affiliate may self-enroll on the website of his, her or its Sponsor. In such event, instead of a physically signed Affiliate Agreement, JBA BRANDS will accept the web-enrollment and completion of the Affiliate Agreement through Affiliate’s acceptance of the “electronic signature.” The electronic signature states the Affiliate’s intent to accept the terms and conditions of the Affiliate Agreement, and an understanding of these Policies. Please note that such electronic signature constitutes a legally binding agreement between the Affiliate and JBA BRANDS.
    2. JBA BRANDS reserves the right to require signed paperwork for any account, regardless of origin.
    3. If requested by JBA BRANDS, a signed Affiliate Agreement must be received by the Company within 30 days from the Affiliate’s enrollment.

# Rights Granted

* + 1. JBA BRANDS hereby grants you a non-exclusive right, based upon the terms and conditions contained in the Affiliate Agreement and these Policies:
       1. The right to purchase JBA BRANDS products;
       2. Promote and sell JBA BRANDS products; and
       3. Sponsor new Affiliates and Customers in the United States and in countries where JBA BRANDS may become established after the Effective Date of these Policies.

# Identification Numbers

* + 1. Each Affiliate must provide his or her valid form of identification recognized by Local, State, or Federal Government (i.e.. Driver’s License, Passport, etc.) If located in the United States or any of its territories, affiliate must also provide a Social Security Number, or its Federal Tax Identification Number, to JBA BRANDS on the Affiliate Agreement. Company reserves the right to withhold commission payments from any Affiliate who fails to provide such information or who provides false information.
    2. Upon enrollment, the Company will provide a JBA BRANDS Identification Number to the Affiliate. This number will be used to place orders, structure organizations, and track commissions and bonuses.

# Business Entities

* + 1. A corporation, partnership, LLC, or trust (collectively referred to as a “Business Entity” or referred to as “it”) may apply to be a JBA BRANDS Affiliate. This business and genealogy position will remain *temporary* until the proper documents are submitted. The Business Entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. JBA BRANDS must receive these documents within 30 days from the date one affixed a signature to the Affiliate Agreement.
    2. A JBA BRANDS Affiliate may change their status under the same Sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.

# Independent Business Relationship; Indemnification for Actions

* + 1. You are an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, your success solely depends upon your own independent efforts.
    2. The Agreement between JBA BRANDS and its Affiliates does not create an employer/employee relationship, agency, partnership, or joint venture relationship.
    3. A JBA BRANDS Affiliate shall not be treated as an employee of JBA BRANDS for any purposes, including, without limitation, for federal or state tax purposes. All Affiliates are responsible for paying local, state, federal taxes due from all compensation earned as a Affiliate of JBA BRANDS. Any other compensation received by Affiliates from the Company will be governed by applicable U.S. tax laws (or the tax laws of any other applicable jurisdiction). The Affiliate has no express or implied authority to bind JBA BRANDS to any obligation or to make any commitments by or on behalf of JBA BRANDS. Each Affiliate, whether acting as management of a Business Entity or represented as an individual, shall establish his, her or its own goals, hours, and methods of operation and sale, so long as he, she or it complies with the terms of the Agreement, these Policies, and applicable state and federal laws.
    4. The JBA BRANDS Affiliate is fully responsible for all of his, her or its verbal and written communications made regarding Company products and Compensation Plan not expressly contained within official Company materials. Affiliates shall indemnify and hold harmless JBA BRANDS, its directors, officers, employees, product suppliers and agents from any

and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by JBA BRANDS as a result of the affiliate’s unauthorized representations or actions. This provision shall survive the termination of the JBA BRANDS Affiliate Agreement.

# Errors or Questions

* + 1. If an Affiliate has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the Affiliate must notify JBA BRANDS in writing within 10 days (“Reportable Time”) of the date of the error or incident in question. Any such errors, omissions or problems not reported within this Reportable Time shall be deemed waived by the Affiliate.
  1. **JBA BRANDS AFFILIATE RESPONSIBILITIES**

# Correct Addresses

* + 1. It is the responsibility of the Affiliate or Customer to make sure JBA BRANDS has the correct shipping address before any orders are shipped.
    2. An affiliate or Customer will need to allow up to 15 days for processing after any notice of address change is provided to the Company.
    3. Company reserves the right to assess Affiliates and/or Customers a $25.00 fee for returned shipments due to an incorrect shipping address.

# Training and Leadership

* + 1. Any JBA BRANDS Affiliate who Sponsors another Affiliate into the Company must perform an authentic assistance and training functions. This means Sponsoring Affiliates should have ongoing contact and communication with those Affiliates in their downline organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voice-mail, e-mail, personal meetings, accompaniment of downline affiliates to Company-related meetings, training sessions and other JBA BRANDS functions.
    2. A Sponsoring Affiliate should monitor those affiliates in their downline organizations to ensure that these Affiliates do not make improper product or business claims or engage in any other illegal or inappropriate conduct. Upon request, a Sponsoring Affiliate should be able to provide documented evidence that supports the ongoing fulfillment of responsibilities.
    3. Upline Affiliates are encouraged to motivate and train new Affiliates about JBA BRANDS’s products, effective sales techniques, the Company Compensation Plan and compliance with these Policies.
    4. We emphasize and encourage all Affiliates to sell JBA BRANDS’s products to Customers.
    5. Use of Sales Aids. To promote both the products and the opportunity offered by JBA BRANDS, Affiliates must use Company produced sales aids and support materials. If Affiliates develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding any good intentions, such Affiliates may unintentionally violate any number of statutes or regulations which may affect the overall business of JBA BRANDS. These violations, although they may be relatively few in number, could jeopardize the JBA BRANDS opportunity for all. Accordingly, Affiliates must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for prior written approval before any use. Unless the Affiliate receives this specific written approval to use the material(s), the request shall be deemed denied. All Affiliates shall safeguard and promote the good reputation of JBA BRANDS and its products. The marketing and promotion of JBA BRANDS, the JBA BRANDS opportunity, the Compensation Plan, and JBA BRANDS products shall be consistent with the public interest. ***You must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices***.

# Constructive Criticism; Ethics

* + 1. JBA BRANDS desires to provide its independent Affiliates with the best products and services and Compensation Plan in the industry. Accordingly, the Company values constructive criticism and encourages the submission of written comments addressed to the Company Compliance Department.
    2. Negative and disparaging comments about JBA BRANDS, its products, or Compensation Plan made by Affiliates serve no purpose other than to dampen the enthusiasm of other JBA BRANDS affiliates. Affiliates must never belittle JBA BRANDS, other JBA BRANDS Affiliates, JBA BRANDS products, the Compensation Plan, or JBA BRANDS directors, officers, or employees, product suppliers or agents. Such conduct represents a material breach of these Policies and may be subject to sanctions as deemed appropriate by the Company.
    3. JBA BRANDS **endorses the following code of ethics:**
       1. A JBA BRANDS Affiliate must show fairness, tolerance, and respect to all people associated with the Company, regardless of race, gender, social class or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.
       2. An Affiliate shall strive to resolve business issues, including situations with upline and downline Affiliates, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
       3. Affiliates must be honest, responsible, professional and conduct themselves with integrity.
       4. Affiliates shall not make disparaging statements about JBA BRANDS, other Affiliates, Company employees, product suppliers or agents, products, services, sales

and marketing campaigns, or the Compensation Plan, or make statements that

unreasonably offend, mislead or coerce others.

* + 1. JBA BRANDS may take appropriate action against an Affiliate if it determines, in its sole discretion, that Affiliate’s conduct is detrimental, disruptive, or injurious to the Company or to other Affiliates.

# Reporting Policy Violation

* + 1. An Affiliate who observes a policy violation by another Affiliate should submit a written and signed letter (e-mail will not be accepted) of the violation directly to the Corporate office. The letter shall set forth the details of the incident as follows:
       1. The nature of the violation;
       2. Specific facts to support the allegations;
       3. Dates;
       4. Number of occurrences;
       5. Persons involved; and
       6. Supporting documentation
    2. Once the matter has been presented to JBA BRANDS, it will be researched thoroughly by the Compliance Department and appropriate action, if necessary, will be taken.
    3. This section refers to the general reporting of policy violations as observed by other Affiliates for the mutual effort to support, protect, and defend the integrity of the JBA BRANDS business and opportunity. If an Affiliate has a grievance or complaint against another Affiliate which directly relates to his, her or its JBA BRANDS business, the procedures set forth in these Policies must be followed.

# Sponsorship

* + 1. The Sponsor is the person who introduces an Affiliate or Customer to JBA BRANDS, helps them complete their enrollment, and supports and trains those in their downline.
    2. JBA BRANDS recognizes the Sponsor as the name(s) shown on the first:
       1. Physically signed Affiliate Agreement on file; or
       2. Electronically signed Affiliate Agreement from the Corporate website or a Affiliate’s replicated website.
    3. An Affiliate Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e., Sponsors, spouses, relatives, or friends) is not valid and will not be accepted by JBA BRANDS.
    4. JBA BRANDS recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but the Company will not allow Affiliates to engage in unethical sponsoring activities.
    5. All active Affiliates in good standing have the right to Sponsor and enroll others into JBA BRANDS. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Affiliate will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Affiliate who presented a comprehensive introduction to Company products or the business opportunity.

# Cross Sponsoring Prohibition

* + 1. “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Affiliate Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by JBA BRANDS, sanctions up to and including termination of an Affiliate’s business may be imposed.
    2. The use of a spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this policy is not permitted.
    3. This policy does not prohibit the transfer of a JBA BRANDS business in accordance with the Sale or Transfer Policy set forth later in these Policies.
  1. **Adherence to the** JBA BRANDS **Compensation Plan**
     1. An Affiliate must adhere to the terms of the Company Compensation Plan as set forth in these Policies as well as in official Corporate literature. Deviation from the Compensation Plan is prohibited.
     2. An Affiliate shall not offer the JBA BRANDS opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Corporate literature.
     3. An Affiliate shall not require or encourage a current or prospective Customer or Affiliate to participate in JBA BRANDS in any manner that varies from the Compensation Plan as set forth in official Corporate literature.
     4. An Affiliate shall not require or encourage a current or prospective Customer or Affiliate to make a purchase from or payment to any individual or other entity as a condition to participating in the Company Compensation Plan, other than such purchases or payments required to naturally build their business.

# Adherence to Laws and Ordinances

* + 1. Many cities and counties have laws regulating certain home-based businesses. In most cases,

these ordinances do not apply to Affiliates because of the nature of the business. However, Affiliates must check their local laws and obey the laws that do apply to them.

* + 1. A JBA BRANDS Affiliate shall comply with all federal, state, and local laws and regulations in their conduct of his or her business.

# Compliance with Applicable Income Tax Laws (For US Affiliates Only)

* + 1. JBA BRANDS will automatically provide a complete 1099 Miscellaneous Income Tax form (nonemployee compensation) to each U.S. Affiliate whose earnings for the year is at least $600, who has purchased more than $5,000 of JBA BRANDS products for resale, or who received trips, prizes or awards valued at $600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Affiliate, and a minimum charge of $20 may be assessed by the Company.
    2. An Affiliate accepts sole responsibility for and agrees to pay all federal, state, and local taxes on any income generated as an independent Affiliate, and further agrees to indemnify the Company from any failure to pay such tax amounts when due.
    3. The Company encourages all Affiliates to consult with a tax advisor for additional information for their business.

# Solicitation for Other Companies or Products

* + 1. A JBA BRANDS Affiliate may participate in other affiliate, direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the term of this Agreement and for one (1) year thereafter, you may not recruit any JBA BRANDS Affiliate or Customer for any other direct sales or network marketing business, unless that Affiliate or Customer was personally sponsored by you.
    2. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Affiliate or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Affiliate’s actions are in response to an inquiry made by another Affiliate or Customer.
    3. During the term of this Agreement and for a period of six (6) months thereafter, any JBA BRANDS Affiliate must not sell, or entice others to sell, any competing products or services, including training materials, to JBA BRANDS Customers or Affiliates. Any product or service in the same category as a JBA BRANDS product or service is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality. This provision does not apply where professional services are the primary source of revenue and the product sales are secondary).
    4. However, you may sell non-competing products or services to JBA BRANDS

Customers and Affiliates that you personally sponsored.

* + 1. An Affiliate may not display or bundle JBA BRANDS products or services, in sales literature, on a website or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Affiliate into believing there is a relationship between JBA BRANDS and non-JBA BRANDS products and services.
    2. A JBA BRANDS Affiliate may not offer any non-JBA BRANDS opportunity, products or services at any Company-related meeting, seminar or convention, or immediately following a Company event.
    3. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between JBA BRANDS and its Affiliates and would inflict irreparable harm on the Company. In such event, JBA BRANDS may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Affiliate or such Affiliate’s business including termination.
  1. **Presentation of the** JBA BRANDS **Opportunity**
     1. In presenting the JBA BRANDS opportunity to potential Customers and Affiliates, you must comply with the following provisions:
        1. Refrain from misquoting or omitting any significant material fact about the Compensation Plan.
        2. Make clear that the Compensation Plan is based upon sales of JBA BRANDS products and services.
        3. Make clear that success can be achieved only through substantial independent efforts.
        4. Refrain from any unauthorized income projections, claims, or guarantees amidst any presentation or discussion of the JBA BRANDS opportunity or Compensation Plan to prospective Affiliates or Customers.
        5. Refrain from any product claims except those contained in official Corporate literature.
        6. Refrain from the use official Corporate material to promote the JBA BRANDS business opportunity in any country where JBA BRANDS has not established a “presence.”

# Sales Requirements are Governed by the Compensation Plan

* + 1. JBA BRANDS Affiliates may purchase Company products and then re-sell them at only the price specified by Company or by any/its product suppliers. There are no exclusive territories granted to anyone. No franchise fees are applicable to a JBA BRANDS business.
    2. The JBA BRANDS program is built on sales to the ultimate consumer. Company encourages its Affiliates to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Affiliates must never attempt to influence any other Affiliate to buy more products than they can reasonably use or sell to retail Customers in a month.

# ORDERING

* 1. **General Order Policies**
     1. Regarding an order with an invalid or incorrect payment, JBA BRANDS will attempt to contact the Affiliate by phone, mail or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after 5 business days, the order will be canceled.
     2. Prices are subject to change without notice.
     3. An Affiliate or Customer who is a recipient of a damaged or incorrect order must notify JBA BRANDS within 10 calendar days from receipt of the order and follow the procedures as set forth in these Policies.

# Insufficient Funds

* + 1. All checks returned for insufficient funds will be re-submitted for payment. A

$25.00 fee will be charged to the account of the Affiliate or Customer for all returned checks and insufficient funds.

* + 1. Any outstanding balance owed to JBA BRANDS by an Affiliate or Customer of the Affiliate from NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by JBA BRANDS from a Affiliate’s future bonus and commission checks.
    2. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Affiliate, constitute grounds for disciplinary sanctions.

# Sales Tax Obligation

* + 1. The Affiliate shall comply with all country, state and local taxes and regulations governing the sale of JBA BRANDS products.
    2. (For US Affiliates Only) JBA BRANDS will collect and remit sales tax on Affiliate orders. When orders are placed with the Company, sales tax is prepaid based upon the suggested retail price. JBA BRANDS will remit the sales tax to the appropriate state and local jurisdictions.

# PAYMENT OF COMMISSIONS & BONUSES

* 1. **Bonus and Commission Qualifications**
     1. An Affiliate must be active and in compliance with these Policies to qualify for bonuses and commissions. As long as an Affiliate complies with the terms of the Agreement, the Company shall pay commissions in accordance with the Compensation Plan.
     2. JBA BRANDS will not issue a payment to an Affiliate without the receipt of a completed and signed Company Affiliate Agreement and/or Electronic Authorization.
     3. JBA BRANDS reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds $25.00

# Computation of Commissions and Discrepancies

* + 1. A JBA BRANDS Affiliate must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within 10 days of receipt. After the 10 day “grace period,” no additional requests will be considered for commission recalculations.
    2. For additional information on payment of commissions, please review the Compensation Plan.

# Adjustments to Bonuses and Commissions for Returned Products

* + 1. An Affiliate receives bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to JBA BRANDS for a refund from the end consumer, the bonuses and commissions attributable to the returned product will be deducted from the Affiliate who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
    2. In the event that an Affiliate terminates his or her business, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by the Company, the remainder of the outstanding balance may be offset against any other amounts that may be owed by JBA BRANDS to the former Affiliate.

# SATISFACTION GUARANTEED AND RETURN OF SALES AIDS

JBA BRANDS offers a one hundred percent (100%) 30 day money back guarantee for all Customers. If a Customer purchased a product and is not satisfied with the product, the Customer may request a refund from the Affiliate who sold the product to the Customer. If you as an Affiliate are not 100% satisfied with our products, you may return the items for a refund so long as the following conditions are met: (i) neither you nor we have terminated the Agreement; (ii) the products were purchased within 30 days; and (iii) the products remain in Resalable Condition (as defined in the Definitions section below). The refund shall be 95% of the purchase price. Shipping and handling charges incurred will not be refunded.

# Return Process.

* + 1. All returns, whether by a Customer or Affiliate, must be made as follows:
       1. Obtain Return Merchandise Authorization (“RMA”) from JBA BRANDS;
       2. Ship items to the address provided by JBA BRANDS Customer Service Department when you are given your RMA.
       3. Provide a copy of the invoice with the returned products. Such invoice must reference the RMA and include the reason for the return.
       4. Ship back product in manufacturer’s box exactly as it was delivered.
    2. All returns must be shipped to JBA BRANDS pre-paid, as JBA BRANDS does not accept shipping collect packages. JBA BRANDS recommends shipping returned product by UPS or FedEx with tracking and insurance as risk of loss or damage in shipping of the returned product shall be borne solely by the Customer or Affiliate. If returned product is not received at JBA BRANDS Distribution Center, it is the responsibility of the Customer or Affiliate to trace the shipment. In these particular instances, no credit will be applied.
    3. An Affiliate’s return of $200 or more of products accompanied by a request for a refund within twelve 12 months may constitute grounds for involuntary termination.

# PRIVACY POLICY

* 1. **Introduction**

This policy on privacy is to ensure that all Customers and Affiliates understand and adhere to the basic principles of confidentiality.

# Expectation of Privacy

* + 1. JBA BRANDS recognizes and respects the importance its Customers and Affiliates place on the privacy of their financial and personal information. JBA BRANDS will make reasonable efforts to safeguard the privacy of and maintain the confidentiality of its Customers’ and Affiliates’ financial and account information, as well as nonpublic personal information.
    2. By entering into the Affiliate Agreement, an Affiliate authorizes JBA BRANDS to disclose his or her name and contact information to upline Affiliates solely for activities related to the furtherance of the JBA BRANDS business. An Affiliate hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of supporting and servicing his or her downline organization and conducting the JBA BRANDS business.

# Employee Access to Information

JBA BRANDS limits the number of employees who have access to Customers’ and Affiliates’ nonpublic personal information.

# Restrictions on the Disclosure of Account Information

* + 1. JBA BRANDS will not share non-public personal information or financial information about current or former Customers or Affiliates with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers’ or Affiliates’ interests or to enforce its rights or obligations under these Policies, the Affiliate Agreement, or with written permission from the accountholder on file.

# PROPRIETARY INFORMATION AND TRADE SECRETS

* 1. **Business Reports, Lists, and Proprietary Information**
     1. By completing and signing the Affiliate Agreement, you acknowledge that Business Reports, lists of Customer and Affiliate names and contact information, and any other information which contains financial, scientific or other information -- both written or otherwise -- circulated by the Company and pertaining to the business of JBA BRANDS (collectively, “Reports”), are confidential, proprietary information and trade secrets belonging to JBA BRANDS.

# Obligation of Confidentiality

* + 1. During the Term of the Affiliate Agreement and for a period of 1 year after the termination or expiration of the Affiliate Agreement between the Affiliate and JBA BRANDS, the Affiliate shall not:
       1. Use the information in the Reports to compete with JBA BRANDS or for any purpose other than promoting his or her JBA BRANDS business;
       2. Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.

# Breach and Remedies

* + 1. The Affiliate acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to JBA BRANDS and its independent Affiliates’ businesses. JBA BRANDS and its Affiliates will be entitled to injunctive relief or to recover damages against any Affiliate who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney’s fees, court costs and expenses.

# Return of Materials

* + 1. Upon demand, any current or former Affiliate will return the original and all copies of all “Reports” to JBA BRANDS together with any Company confidential information in such person’s possession.

# ADVERTISING, PROMOTIONAL MATERIAL, USE OF JBA BRANDSS AND TRADEMARKS

* 1. **Labeling, Packaging, and Displaying Products**
     1. An Affiliate may not re-label, re-package, refill, or alter labels of any JBA BRANDS product information, materials or program(s) in any way. JBA BRANDS products must only be sold in their original containers from JBA BRANDS. Such re-labeling or re-packaging violates federal and state laws which may result in criminal or civil penalties or liability.
     2. A JBA BRANDS Affiliate shall not cause any Company products or any Company trade name to be sold or displayed in retail establishments unless Company grants Affiliate *prior written approval*.
     3. JBA BRANDS will permit Affiliates to solicit and make Commercial Sales upon *prior written approval* from the Company. For the purpose of these Policies, the term “Commercial Sale” means the sale of:
        1. JBA BRANDS products that equal or exceed $5,000 in a single order;
        2. Products sold to a third party who intends to resell the products to an end consumer.
     4. An Affiliate may sell Company products and display the Company trade name at any appropriate display booth (such as a trade show) only upon *prior written approval* from JBA BRANDS.
     5. JBA BRANDS reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products or the Company opportunity.

# Use of JBA BRANDSs and Protected Materials

* + 1. You must safeguard and promote the good reputation of JBA BRANDS and its products. The marketing and promotion of the Company, the Company opportunity, the Compensation Plan, and its products will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
    2. All promotional materials supplied or created by JBA BRANDS must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Company Compliance Department.
    3. The name of JBA BRANDS, each of its product names and other names that have been adopted by the Company in connection with its business are proprietary trade names, trademarks and service marks of JBA BRANDS. As such, these marks are of great value to JBA BRANDS and are supplied to Affiliates for their use only in an expressly authorized manner.
    4. An Affiliate’s use of the name “JBA BRANDS” is restricted to protect the Company’s proprietary rights, ensuring that the Company protected names will not be lost or compromised by unauthorized use. Use of the JBA BRANDS name on any item not produced by the Company is prohibited except as follows:
       1. [Your name], Independent JBA BRANDS Affiliate
       2. [Your name] Affiliate of JBA BRANDS products.
    5. Further procedures relating to the use of the JBA BRANDS name are as follows:
       1. All stationary (i.e., letterhead, envelopes, and business cards) bearing the JBA BRANDS name or logo intended for use by the Affiliate must be approved in writing by the Company Compliance Department.
       2. Affiliates may list “Independent JBA BRANDS Affiliate or “JBA BRANDS Affiliate” in the white pages of the telephone directory under his or her own name.
       3. Affiliates may not use the name “JBA BRANDS” or “JBA BRANDS Corporate Headquarters” in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office.
    6. Certain photos and graphic images used by JBA BRANDS in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Affiliates. If you want to use these photos or graphic images, you must negotiate individual contracts with the vendors for a fee.
    7. A JBA BRANDS Affiliate shall not appear on or make use of television or radio, or make use of any other media to promote or discuss the Company or its programs, products or services without prior written permission from the Company Compliance Department.
    8. An Affiliate may not produce for sale or distribution any Company event or speech, nor may an Affiliate reproduce Company audio or video clips for sale or for personal use without prior written permission from the Company Compliance Department.
    9. JBA BRANDS reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Affiliate.
    10. An Affiliate shall not promote non-JBA BRANDS products in conjunction with JBA BRANDS products on the same websites or same advertisement without prior approval from the Company Compliance Department.
    11. Claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by JBA BRANDS may not be made except those contained in official Corporate literature. In particular, no Affiliate may make any claim that JBA BRANDS products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate the Company policies, but also they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

# E-mail Limitations

* + 1. Except as provided in this section, an Affiliate may not use or transmit unsolicited email, mass email distribution, or “spamming” that advertises or promotes the operation of his or her JBA BRANDS business. The exceptions are:
       1. E-mailing any person who has given prior permission or invitation;
       2. E-mailing any person with whom the Affiliate has established a prior business or personal relationship.
    2. In all states where prohibited by law, a Affiliate may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
    3. All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
       1. A clear and obvious identification that the e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
       2. A clear return path or routing information;
       3. The use of legal and proper domain name;
       4. A clear and obvious notice of the opportunity to decline to receive further commercial e-mail messages from the sender;
       5. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
       6. The true and correct name of the sender, valid senders e-mail address, and a valid sender physical address;
       7. The date and time of the transmission;
       8. Upon notification by recipient of his or her request not to receive further e- mailed documents, a JBA BRANDS Affiliate shall not transmit any further documents to that recipient.
    4. All e-mail or computer broadcasted documents subject to this provision shall not include any of the following;
       1. Use of any third-party domain name without permission;
       2. Sexually explicit materials.

# Internet, Replicated Website, and Social Media

* + 1. You may not use or attempt to register any of JBA BRANDS's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company’s name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.
    2. You may not sell JBA BRANDS products or offer the business opportunity using “online auctions” or “online marketplaces” such as eBay®, Amazon, etc.
    3. All Affiliates may only have one (1) replicated website offered by JBA BRANDS and hosted on the Company’s servers. Affiliates may use this replicated website to enroll new Affiliates and offer Customers and Affiliates alike the

opportunity to buy Company products. JBA BRANDS does not allow an Affiliate to create his or her own third-party website (i.e., a website not hosted on the Company servers).

* + 1. Affiliate understands that if he, she or it cancels its JBA BRANDS business, JBA BRANDS revokes the Affiliate’s authorization to his, her or its replicated website and may cancel and/or re-direct all traffic to the Corporate site. Decisions and corrective actions in this area are at the Company’s sole discretion.
    2. Social Media sites may not be used to sell or offer to sell JBA BRANDS products. PROFILES An AFFILIATE GENERATES IN ANY SOCIAL COMMUNITY WHERE JBA BRANDS IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE AFFILIATE AS A JBA BRANDS AFFILIATE, and when a Affiliate participates in those communities, one must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at the Company’s sole discretion, and offending Affiliates will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the JBA BRANDS approved library. If a link is provided, it must link to the posting Affiliate’s replicated website.
    3. Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Affiliates will be subject to disciplinary action.
    4. Affiliates may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments Affiliates create or leave must be useful, unique, relevant and specific to the blog’s article.
    5. Affiliates must disclose their full name on all Social Media postings, and conspicuously identify themselves as an independent Affiliate for JBA BRANDS. Anonymous postings or use of an alias is prohibited.
    6. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the JBA BRANDS income opportunity, the Company’s products, and/or your biographical information and credentials.
    7. Affiliates are personally responsible for their postings and all other online activity that relates to JBA BRANDS. Therefore, even if an Affiliate does not own or operate a blog or Social Media site, if an Affiliate posts to any such site that relates to JBA BRANDS or which can be traced to JBA BRANDS, the Affiliate is responsible for the posting. Affiliates are also responsible for postings which occur on any blog or Social Media site that the Affiliate owns, operates, or controls.
    8. As a Affiliate, it is important you do not converse with any person who places a negative post against you, other Affiliates, or the Company. Report negative posts to info@jbabrands.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as JBA BRANDS, and therefore damages the reputation and goodwill of the Company and its Affiliates.
    9. The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, the Company therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites and require that Affiliates using, or who wish to use, such sites adhere to the Company’s policies relating to third-party websites.
    10. If your JBA BRANDS business is cancelled for any reason, you must discontinue using the JBA BRANDS, and all of Company’s trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an independent JBA BRANDS Affiliate, you must conspicuously disclose that you are no longer an independent Affiliate of JBA BRANDS.
    11. Failure to comply with these Policies for conducting business online may result in the Affiliate losing their right to advertise and market JBA BRANDS products and the Company’s business opportunity online in addition to any other disciplinary action available under these Policies.

# Advertising and Promotional Materials

* + 1. You may not advertise any JBA BRANDS products at a price LESS than the highest Company published, established retail price of ONE offering of the JBA BRANDS product plus shipping, handling and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of a free Company business, free shipping, or other such offers that grant advantages beyond those available through the Company.
    2. Advertising and all forms of communications must adhere to principles of honesty and propriety.
    3. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Company Compliance Department.
    4. All requests for approvals with respect to advertising must be directed in writing to the Company Compliance Department.
    5. Prior Company approval is not required to place blind ads that do not mention JBA BRANDS, its employees, any of its products, services, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.
    6. JBA BRANDS reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations, and may require the removal of such advertisements from the marketplace without obligation to the affected affiliate.

# Testimonial Permission

* + 1. By signing the JBA BRANDS Affiliate Agreement, you give the Company permission to use your testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the JBA BRANDS opportunity, you waive any right to be compensated for the use of your testimonial or image and likeness even though JBA BRANDS may be paid for items or sales materials containing such image and likeness. In some cases, a Affiliate’s testimonial may appear in another Affiliate’s advertising materials. If you do not wish to participate in the Company’s sales and marketing materials, you should provide a written notice to the Company Compliance Department to ensure that your testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

# Telemarketing – Limitations (For US Affiliates Only)

* + 1. A JBA BRANDS Affiliate must not engage in telemarketing in relation to the operation of the Affiliate’s business. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of JBA BRANDS products, or to recruit them for the JBA BRANDS opportunity.
    2. The Federal Trade Commission (“FTC”) and the Federal Communications Commission (“FCC”) each have laws that restrict telemarketing practices. Both Federal agencies, as well as a number of states, have “do not call” regulations as part of their telemarketing laws.
    3. While an Affiliate may not consider himself or herself a “telemarketer” in the traditional sense, these regulations broadly define the term “telemarketer” and “telemarketing” so that the unintentional action of calling someone whose telephone number is listed on the Federal “Do Not Call” registry could cause the Affiliate to

violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to $11,000 per violation).

* + 1. “Cold calls” or “state-to-state calls” made to prospective Customers or Affiliates that promote either the Company products or the JBA BRANDS opportunity is considered telemarketing and is prohibited.
    2. Exceptions to Telemarketing Regulations

A JBA BRANDS Affiliate may place telephone calls to prospective Customers or Affiliates only under the following limited situations:

* + - 1. If the Affiliate has an established business relationship with the prospect;
      2. In response to the prospect’s personal inquiry or application regarding a product offered by the JBA BRANDS Affiliate within three (3) months immediately before the date of such a call;
      3. If the Affiliate receives written and signed permission from the prospect authorizing the Affiliate to call;
      4. If the call is to family members, personal friends, and acquaintances. However, if a Affiliate makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption;
      5. JBA BRANDS Affiliates engaged in calling “acquaintances,” must make such calls on an occasional basis only and not as a routine practice.
    1. An Affiliate shall not use automatic telephone dialing systems in the operation of his or her businesses.
    2. Failure to abide by JBA BRANDS policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Affiliate’s business, up to and including termination of the business.
    3. By signing the Affiliate Agreement, or by accepting commission checks, other payments or awards from JBA BRANDS, a Affiliate gives permission to JBA BRANDS and other Affiliates to contact them as permitted under the Federal Do Not Call regulations.
    4. In the event an Affiliate violates this section, JBA BRANDS reserves the right to institute legal proceedings to obtain monetary or equitable relief.

# CHANGES TO AN AFFILIATE’S BUSINESS

* 1. **Modification of the Affiliate Agreement**

A JBA BRANDS Affiliate may modify his or her existing Affiliate Agreement (i.e., change a social security number to a Federal ID number, add a spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the Affiliate) by submitting a written request, accompanied by a new Affiliate Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first Agreement), and any appropriate supporting documentation.

# Resignation/Voluntary Termination

* + 1. An Affiliate may immediately terminate his or her business by submitting a written notice or email to the Company Compliance Department. The written notice must include the following:
       1. The Affiliate’s intent to resign;
       2. Date of resignation;
       3. JBA BRANDS Identification Number;
       4. Reason for resigning; and
       5. Signature.
    2. A JBA BRANDS Affiliate may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Affiliate who has voluntarily resigned is not eligible to reapply for a business or have any financial interest in a or any JBA BRANDS business for six (6) months from the receipt of the written notice of resignation.

# Involuntary Termination

* + 1. JBA BRANDS reserves the right to terminate an Affiliate’s business for, but not limited to, the following reasons:
       1. Violation of any terms or conditions of the Affiliate Agreement;
       2. Violation of any provision in these Policies;
       3. Violation of any provision in the Compensation Plan;
       4. Violation of any applicable law, ordinance, or regulation regarding the

JBA BRANDS business;

* + - 1. Engaging in unethical business practices or violating standards of fair dealing; or
      2. Returning over $200.00 worth of products, services and/or sales tools for a refund within a twelve 12 month period.
    1. JBA BRANDS will notify the Affiliate in writing via mail or e-mail, at his or her last known address of its intent to terminate the Affiliate’s business and the reasons for termination. Affiliate will have 30 calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. JBA BRANDS will then have 30 calendar days from the date of receipt of the Affiliate’s response to render a final decision as to termination. The decision of JBA BRANDS is then considered final and not subject to further review.
    2. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by JBA BRANDS. The former Affiliate shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any JBA BRANDS products. JBA BRANDS will notify the active upline Sponsor within 30 days after termination. The organization of the terminated Affiliate will “roll up” to the active upline Sponsor on record.
    3. The JBA BRANDS Affiliate who is involuntarily terminated by JBA BRANDS may not reapply for a business, either under his or her present name or any other name or entity, without the *express written consent of an officer of* JBA BRANDS, following *a review by the Company Compliance Committee*. In any event, such Affiliate may not re-apply for a business.

# Effect of Cancellation

* + 1. Following an Affiliate’s cancellation for inactivity or voluntary or involuntary termination (collectively, a “cancellation”) such Affiliate:
       1. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Affiliate’s former organization or any other payments in association with the Affiliate’s former independent business;
       2. Effectively waives any and all claims to property rights or any interest in or to the Affiliate’s former downline organization;
       3. Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to JBA BRANDS.

# DISCIPLINARY SANCTIONS

* 1. **Imposition of Disciplinary Action - Purpose**

It is the spirit of JBA BRANDS that integrity and fairness should pervade among its Affiliates, thereby providing everyone with an equal opportunity to build a successful business. Therefore, the Company reserves the right to impose disciplinary sanctions at any time, when it has determined that an Affiliate has violated the Agreement, these Policies, or the Compensation Plan as they may be amended from time to time by JBA BRANDS.

# Consequences and Remedies of Breach

* + 1. Disciplinary actions may include one or more of the following:
       1. Monitoring an Affiliate’s conduct over a specified period of time to assure compliance;
       2. Issuance of a written warning or requiring the Affiliate to take immediate corrective action;
       3. Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments (“Commission Hold”) until the matter causing the Commission Hold is resolved or until JBA BRANDS receives adequate additional assurances from the Affiliate to ensure future compliance;
       4. Suspension from participation in Company or Affiliate events, rewards, or recognition;
       5. Suspension of the JBA BRANDS Affiliate Agreement and business for one or more pay periods;
       6. Involuntary termination of the Affiliate’s Agreement and business;
       7. Any other measure which JBA BRANDS deems feasible and appropriate to justly resolve injuries caused by the Affiliate’s violation of these Policies or a contractual breach; OR
       8. Legal proceedings for monetary or equitable relief.

# DISPUTE RESOLUTION

# Arbitration (For US Affiliates Only)

* + 1. Any controversy or claim arising out of or relating to the JBA BRANDS Affiliate Agreement or these Policies (or the breach thereof), the Affiliate’s business, or any dispute between JBA BRANDS and the Affiliate, shall be settled by binding and confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Garden Grove, California. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.
    2. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney’s fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.
    3. This agreement to arbitration shall survive any termination or expiration of the Affiliate Agreement.
    4. Nothing in these Policies shall prevent JBA BRANDS from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect the Company’s interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

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

* + 1. These Policies and any arbitration involving an Affiliate and JBA BRANDS shall be governed by and construed in accordance with the laws of the state of California, without reference to its principles of conflict of laws.

# Severability

* + 1. If any provision of these Policies is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies.

# 13.4 Waiver

1. Only an officer of JBA BRANDS can, in writing, affect a waiver of these Policies. JBA BRANDS's waiver of any breach by an Affiliate shall not affect JBA BRANDS’s rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Affiliate.
2. The existence of any claim or cause of action of an Affiliate against JBA BRANDS shall not constitute a defense to JBA BRANDS's enforcement of any term or provision of these Policies.

# 12.5 Successors and Claims

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

# 13.0 GOVERNING LAW (For US Affiliates Only)

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

**14.0** JBA BRANDS **GLOSSARY OF TERMS**

ACTIVE AFFILIATE: An affiliate who satisfies the minimum volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

AGREEMENT: The contract between the Company and each Affiliate, which includes: (i) the Affiliate Agreement; (ii) the JBA BRANDS Policies and Procedures; and (iii) the JBA BRANDS Compensation Plan, all in their current form and as amended by JBA BRANDS in its sole discretion. These documents are collectively referred to as the “Agreement.”

CANCEL: The termination of an Affiliate’s business. Cancellation may be either voluntary, involuntary.

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

CUSTOMER: A Customer who purchases JBA BRANDS products and does not engage in building a business or retailing product.

AFFILIATE: An individual who purchases product, generates retail sales and business building commissions.

LINE OF SPONSORSHIP (LOS): A report generated by JBA BRANDS that provides critical data relating to the identities of Affiliates, sales information, and enrollment activity of each Affiliate’s organization. This report contains confidential and trade secret information which is proprietary to JBA BRANDS.

ORGANIZATION: The Customers and Affiliates placed below a particular Affiliate.

OFFICIAL CORPORATE MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by JBA BRANDS to its Affiliates.

PLACEMENT: Your position inside your Sponsor’s organization.

RECRUIT: For purposes of JBA BRANDS’s Conflict of Interest Policy, the term “Recruit” means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another JBA BRANDS Affiliate or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

RESALABLE CONDITION: Products shall be deemed in “Resalable Condition” if each of the following elements is satisfied: (i) products are unopened and unused; (ii) products’ original packaging and labelling has not been altered or damaged; (iii) products are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; and (iv) the products contain current JBA BRANDS labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

SPONSOR: An affiliate who enrolls a Customer or another Affiliate into the Company, and is listed as the Sponsor on the Affiliate Agreement. The act of enrolling others and training them to become Affiliates is called “sponsoring.”

UPLINE: This term refers to the Affiliate or Affiliates above a particular Affiliate in a sponsorship line up to the Company. It is the line of sponsors that links any particular Affiliate to the Company.