



Jump to Health™ LLC  
**Policies & Procedures**  
United States . Canada 2020

## SECTION 1 - INTRODUCTION

### 1.1- Policies and Compensation Plan Incorporated into Independent Jump Executive Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of Jump To Health™ Inc. (hereafter "Jump To Health™" or the "Company"), are incorporated into, and form an integral part of, the Independent Jump Executive Agreement. Throughout these Policies, when the term "Agreement" or "Independent Jump Executive Agreement" is used, it collectively refers to the Jump To Health™ Application and Agreement, these Policies and Procedures, the Jump To Health™ Compensation Plan, and the Jump To Health™ Business Entity Addendum (applicable only to business entities that apply to become a Jump Executive). These documents are incorporated by reference into the Independent Jump Executive Agreement (all in their current form and as amended by Jump To Health™).

### 1.2- Changes to the Agreement

Jump To Health™ reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By executing the Jump To Health™ Application and Agreement, a Jump Executive agrees to abide by all amendments or modifications that Jump To Health™ makes. Amendments shall be effective 30 days after publication of notice and posting the amended provisions, but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment. Notification of amendments shall be published by electronic mail (e-mail) and/or posting in Jump Executives' Back-Offices/Replicated Websites. The continuation of a Jump Executive's Jump to Health™ business or a Jump Executive's acceptance of bonuses or commissions constitutes acceptance of all amendments.

### 1.3- Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed 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.

### 1.4- Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Jump To Health™ to exercise any right or power under the Agreement or to insist upon strict compliance by a Jump Executive with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Jump To Health™'s right to demand exact compliance with the Agreement. The existence of any claim or cause of action of a Jump Executive against Jump To Health™ shall not constitute a defense to Jump To Health™'s enforcement of any term or provision of the Agreement.

## SECTION 2 - BECOMING A JUMP EXECUTIVE

### 2.1- Requirements to Become a Jump Executive

To become a Jump Executive, each applicant must:

- Be at least 18 years of age;
- Reside in Canada or the US;
- Purchase a Jump Business Kit;
- Submit a properly completed Jump To Health™ Application and Agreement to Jump either in hard copy or online format;

### 2.2- Business Kits and Product Purchases

No person is required to purchase Jump To Health™ products to become a Jump Executive. In order to familiarize new Jump Executives with Jump To Health™ products, services, sales techniques, sales aids, and other matters, the Company requires that they purchase a Business Kit. Jump To Health™ will repurchase resalable kits from any Jump Executive who terminates his or her Agreement pursuant to the terms of Section 7.2.

### 2.3- Jump Executive Benefits

Once a Jump To Health™ Application and Agreement has been accepted by Jump To Health™, the benefits of the Agreement are available to the new Jump Executive. These benefits include the right to:

- Sell Jump To Health™ products and services;
- Participate in the Jump To Health™ Compensation Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as Jump Executives into the Jump To Health™ business and thereby, build a marketing organization and progress through the

Jump To Health™ Compensation Plan;

- Receive periodic Jump To Health™ literature and other Jump To Health™ communications;
- Participate in Jump To Health™-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 Jump To Health™ for its Jump Executives.

## **2.4- Term and Renewal of Your Jump To Health™ Business**

The term of the Agreement is one year from the date of its acceptance by Jump To Health™. Jump Executives must renew their Agreement each year and pay the applicable renewal fee on or before the anniversary date of their Agreement. If the renewal fee is not paid within 30 days after the expiration of the current term of the Agreement, the Agreement will be canceled. Jump Executives may elect to utilize the Automatic Renewal Program ("ARP"). Under the ARP, the renewal fee will be charged to the Jump Executive's credit card on file with the Company.

## **SECTION 3 - OPERATING A JUMP TO HEALTH™ BUSINESS**

### **3.1- Jump Executive Created Marketing Methods and Tools**

Jump Executives must adhere to the terms of the Jump To Health™ Compensation Plan as set forth in official Jump To Health™ literature. Jump Executives shall not offer the Jump To Health™ opportunity through, or in combination with, any other system, program, Sales Tools, or method of marketing other than that specifically set forth in official Jump To Health™ literature. Jump Executives shall not require or encourage other current or prospective Customers or Jump Executives to execute any agreement or contract other than official Jump To Health™ agreements and contracts in order to become a Jump Executive. Similarly, Jump Executives shall not require or encourage other current or prospective Customers or Jump Executives to make any purchase from, or payment to, any individual or other entity to participate in the Jump To Health™ Compensation Plan other than those purchases or payments identified as recommended or required in official Jump to Health™ literature.

### **3.2- Advertising**

All Jump Executives shall safeguard and promote the good

reputation of Jump To Health™ and its products. The marketing and promotion of Jump To Health™, the Jump To Health™ opportunity, and Jump To Health™ products must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

To promote both the products and services, and the tremendous opportunity Jump To Health™ offers, Jump Executives must use only the Sales Tools produced and provided by Jump To Health™. The Company has carefully designed its products, product labels, Compensation Plan, and Sales Tools to ensure that they are promoted in fair, truthful manner, they are substantiated, and the material complies with the legal requirements. Accordingly, Jump Executives must not produce their own Sales Tools.

### **3.2.1- Trademarks and Copyrights**

The name of "Jump To Health™" and other names as may be adopted by Jump To Health™ are proprietary trade names, trademarks and service marks of Jump To Health™. As such, these marks are of great value to Jump To Health™ and are licensed to Jump Executives for their use only in an expressly authorized manner. Jump To Health™ will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives of such marks, by any person, including Jump Executives, in any unauthorized manner without its prior, written permission.

The content of all Company sponsored events is copyrighted material. Jump Executives may not produce for sale or distribution any recorded Company events and speeches without written permission from Jump To Health™, nor may Jump Executives reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

As an independent Jump Executive, you may use the "Jump To Health™" name in the following manner  
Jump Executive's Name, "Jump To Health™ - Independent Jump Executive" or "Independent Jump To Health™ Distributor"

Jump Executives may not use the name "Jump To Health™" in your team name, a tagline, an external website name, your personal website address or extension, in an e-mail address, as a personal name, or as a nickname. Additionally, only use the phrase Independent Jump Executive in your phone greeting or on your answering machine to clearly separate your independent Jump To Health™ business from Jump To Health™. For example, you may not secure the domain name www.buyjump.com, nor may you create an email address such as jumpsales@ hotmail.com.

### 3.2.2- Media and Media Inquiries

Jump Executives must not attempt to respond to media inquiries regarding Jump To Health™, its products or services, or their independent Jump To Health™ business. All inquiries by any type of media must be immediately referred to Jump To Health™'s Communications Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image.

### 3.2.3- Unsolicited Email

Jump To Health™ does not permit Jump Executives to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, Canada's Anti-Spam Legislation, ("CASL"). All penalties for failing to comply with CASL or any other applicable law will be at the Jump Executive's sole expense and liability, including but not limited to if they are assessed directly against Jump To Health™ due to any Jump Executive's noncompliance. Potential penalties under CASL are extremely high, and may include an administrative monetary penalty of up to \$10,000,000.

Any email sent by a Jump Executive that promotes Jump To Health™, the Jump To Health™ opportunity, or Jump To Health™'s products and services must comply with the following:

#### a) Message Content

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The email must include the Jump Executive's physical mailing address.
- The email must indicate the name under which the Jump Executive carries on business, the name of Jump To Health™ Inc., and a clear indication that the email is sent by the Jump Executive.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
  - All opt-out requests, whether received by email or regular mail, must be honored. If a Jump Executive receives an opt-out request from a recipient of an email, the Jump Executive must forward the opt-out request to

the Company. The Jump Executive must give effect to an opt-out request within ten (10) business days.

Jump To Health™ may periodically send commercial emails on behalf of Jump Executives. By entering into the Agreement, Jump Executive agrees that the Company may send such emails and that the Jump Executive's physical and email addresses will be included in such emails as outlined above. Jump Executives shall honor opt-out requests generated as a result of such emails sent by the Company.

#### b) Obtaining Consent to Send Messages

Under CASL, a person who sends an unsolicited electronic commercial message, including an email, must have the express or implied consent of the recipient of the message.

To obtain express consent to send commercial email, you must:

- State the purpose for which you are seeking consent. (e.g. to send commercial email).
- State the name under which you carry on business.
- State that you are seeking consent on your own behalf, and seeking consent for Jump To Health™ Inc.
- Provide your physical mailing address.
- Provide at least one of your telephone number, email address, or web address.
- State that consent may be withdrawn.
- Obtain the individual's consent in a manner that allows you to evidence it. For example, provide a consent box they may click, or physically check. Do not create an assumed consent (e.g. a pre-checked box) or opt-out mechanism.

Implied consent to send commercial email will exist only where the recipient of the message:

- Has an "Existing Business Relationship" with the Jump Executive as the message recipient:
  - o made a purchase, or accepted a business opportunity, from the Jump Executive within the two year period immediately prior to the day on which the message is sent, or
  - o made an inquiry or application to the Jump Executive within the six month period immediately prior to the day on which the message is sent.
- Has a "Family Relationship" with the Jump Executive through:
  - o a legal parent/child relationship
  - o marriage; or
  - o common-law partnership; and

o the Jump Executive and their relation have had voluntary, direct two way communication.

- Has a “Personal Relationship” with the Jump Executive, based on direct voluntary two-way contact and it would be reasonable to conclude that the relationship is “personal” taking into consideration all relevant factors such as the sharing of interests, experiences, opinions and information evidenced in the communications, the frequency of communication, the length of time since the communication and if the parties have met in person.

- In all cases, there is no implied consent if the individual has indicated they do not wish to receive messages.

### c) Referrals

CASL allows individuals to refer their friends and family to trusted companies and business people, and allows the company or business person who receives a referral to send one email to the referred person. However, to make a referral, a person must have a relationship with both the Jump Executive, and the person referred. The acceptable relationships are defined in section 3.2.3 b) above, and are:

- Existing Business Relationships
- Family Relationships
- Personal Relationships

If a Jump Executive wishes to solicit referrals, the solicitation must state that the referrer must have one of these relationships with the Jump Executive, and with the person referred, and that the person referred has agreed to receive a message from the Jump Executive. The solicitation must state that the Jump Executive’s message will identify the person who makes the referral. An example of an acceptable referral would be an existing customer of the Jump Executive referring their friend to the Jump Executive.

Once the Jump Executive receives a valid referral, they may send a single email message to the person referred. The referral message must include the full name of the person who made the referral, and must state that the message was sent as a result of the referral. Referral messages must also comply with section 3.2.3 a) above, Message Content. The Jump Executive should then delete the referred email address, and not use it for other purposes or send further messages to it, unless they receive consent to do so from the individual.

### 3.2.4- Unsolicited Faxes

Except as provided in section 3.42, Jump Executives may

not use or transmit unsolicited faxes in connection with their Jump To Health™ business

### 3.2.5- Telephone Directory Listings

Jump Executives may list themselves as a “Jump To Health™ Independent Distributor” or “Jump To Health™ Independent Jump Executive” in the white or yellow pages of the telephone directory, or with online directories, under their own name. No Jump Executive may place telephone or online directory display ads using Jump To Health™’s name or logo. Jump Executives may not answer the telephone by saying “Jump To Health™”, “Jump To Health™ Incorporated”, or in any other manner that would lead the caller to believe that he or she has reached corporate offices of Jump To Health™. If a Jump Executive wishes to post his/ her name in a telephone or online directory, it must be listed in the following format:

Jump Executive’s Name  
“Jump To Health™ - Independent Jump Executive or “Independent Jump To Health™ Distributor”

### 3.3- Jump Executive Replicated Web Sites

Jump Executives are provided with a replicated website by Jump To Health™, from which they can take orders, enroll new Jump Executives, and place customers on the Replenishment Program, as well as manage their Jump To Health™ business. Jump Executives may use only replicated websites provided by Jump To Health™ to promote their Jump To Health™ business; Jump Executives may not create their own websites to directly or indirectly promote Jump To Health™’s products, services, or the Jump to Health™ opportunity.

Jump Executives may not alter the branding, artwork, look, or feel of their Replicated Website, and may not use their Replicated Website to promote, market or sell non-Jump To Health™ products, services or business opportunities. Specifically, you may not alter the look (placement, sizing etc.) or functionality of the following:

- The Jump To Health™ Independent Jump Executive Logo
- Your Name
- Jump To Health™ Corporate Website Redirect Button
- Artwork, logos, or graphics
- Original text

Jump To Health™ reserves the right to receive analytics and information regarding the usage of your website.

You may change the default ID for your Replicated Website and choose a uniquely identifiable website name, but this name must not:

- a) Be confused with other portions of the Jump To Health™ corporate website;
- b) Confuse a reasonable person into thinking they have landed on a Jump To Health™ corporate page;
- c) Be confused with any Jump To Health™ name;
- d) Contain any discourteous, misleading, or off-color words or phrases that may damage Jump To Health™'s image.

### **3.4- Team Websites**

“Team Websites” are not a violation of Jump To Health™'s policy prohibiting Jump Executives from developing independent websites. A “Team Website” must be password protected and available only to Jump Executives within a single line of sponsorship. Team Websites must serve only as a forum for communication, training, recognition, connecting and motivating Jump Executives within that line of sponsorship. Team Websites may not be used for recruiting or sales purposes, and may not be shared with prospective Jump Executives. Team Websites must comply with all of Jump To Health™'s Policies and Procedures.

### **3.5- Domain Names, email Addresses and Online Aliases**

You are not allowed to use or register Jump To Health™ or any of Jump To Health™'s trademarks, product names, or any derivatives, for any Internet domain name, email address, or online aliases. Additionally, you may not use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of Jump To Health™.

If a Jump Executive violates this policy, the Jump Executive shall assign and transfer the domain name, email address, social media handle or name, or online alias to the Company immediately upon the Company's demand, and the Jump Executive shall be responsible for paying all fees and costs, including but not limited to attorney's fees and costs and transfer costs, associated with the assignment and transfer. This remedy is in addition to, and not in place of, other remedies and/or disciplinary measures that the Company may take pursuant to these Policies.

### **3.6- Online Classifieds**

You may not use online classifieds (including Craigslist and Kijiji) to list, sell or retail specific Jump To Health™ products or product bundles. You may use online classifieds (including Craigslist or Kijiji) for informing the public about the Jump To Health™ business opportunity, Jump To Health™ approved templates/images are used. These templates will identify you as a Jump To Health™ Independent Jump Executive. If a link or URL is provided, it must link to your Replicated Website.

### **3.7- eBay / Online Auctions**

Jump To Health™'s products and services may not be listed on eBay or other online auctions, nor may Jump Executives enlist or knowingly allow a third party to sell Jump To Health™ products on eBay or other online auction site.

### **3.8- Online Retailing**

Jump Executives may not list or sell Jump To Health™ products on any online retail store or ecommerce site, nor may you enlist or knowingly allow a third party to sell Jump To Health™ products on any online retail store or ecommerce site, including but not limited to Amazon, eBay, drugstore.com, or Nextag.

### **3.9- Banner Advertising**

You may place banner advertisements on a Company approved third-party website provided you use Jump To Health™ approved templates and images. All banner advertisements must link only to your Replicated Website. Jump Executives may not use blind ads (ads that do not disclose the identity of the Company) or web pages that make product or income claims that are ultimately associated with Jump To Health™ products or the Jump To Health™ opportunity.

### **3.10- 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.

### **3.11- Digital Media Submission (YouTube, iTunes, PhotoBucket etc.)**

Jump Executives may upload, submit or publish Jump To Health™ related video, audio or photo content that they develop and create so long as it aligns with Jump To Health™ values, contributes to the Jump To Health™ community greater good and is in compliance with Jump To Health™'s Policies and Procedures. All submissions must clearly identify you as a Jump To Health™ Independent Jump Executive 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. Jump Executives may not upload, submit or publish any content (video, audio, presentations or any computer files) received from Jump To Health™ or captured at official Jump To Health™ events or in buildings owned or operated by Jump To Health™ without prior written permission.

### **3.12- Sponsored Links / Pay-Per-Click (PPC) Ads**

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must exclusively be the sponsoring Jump Executive's Replicated Website. The display URL must also be exclusively to the sponsoring Jump Executives Replicated Website, and must not portray any URL that could lead the user to believe they are being directed to a Jump To Health™ Corporate site, or be inappropriate or misleading in any way.

### **3.13- Domain Names and Email Addresses**

Except as set forth in the Jump Executive Website Application and Agreement, Jump Executives may not use or attempt to register any of Jump To Health™'s trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative of the foregoing, for any Internet domain name, email address, or name or address.

### **3.14- Social Media**

Social Media may be used by Jump Executives to share information about the Jump To Health™. However, Jump Executives who elect to use Social Media must adhere to the Policies and Procedures in all respects.

Social Media sites may not be used to sell or offer to sell specific Jump To Health™ products or services. Profiles a Jump Executive generates in any social community where Jump To Health™ is discussed or mentioned must clearly identify the Jump Executive as a Jump To Health™ Independent Jump Executive, and when a Jump Executive

participates in those communities, Jump Executives 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 Jump To Health™'s sole discretion, and offending Jump Executives will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Jump To Health™ approved library. If a link is provided, it must link only to the posting Jump Executive's Replicated Website.

Jump Executives may not use blog spam spamdexing or any other mass-replicated methods to leave blog comments. Comments Jump Executives create or leave must be useful, unique, relevant and specific to the blog's article.

#### **3.14.1 - Jump Executives Are Responsible for Postings**

Jump Executives are personally responsible for their postings and all other online activity that relates to Jump To Health™. Therefore, even if a Jump Executive does not own or operate a blog or Social Media site, if a Jump Executive posts to any such site that relates to Jump To Health™ or which can be traced to Jump To Health™, the Jump Executive is responsible for the posting. Jump Executives are also responsible for postings that appear on any blog or Social Media site that the Jump Executive owns, operates, or controls.

#### **3.14.2 - Identification as a Jump Executive**

You must disclose your full name on all Social Media postings, and conspicuously identify yourself as an independent Jump Executive for Jump To Health™. Anonymous postings or use of an alias is prohibited.

#### **3.14.3 - Social Media as a Sales and Promotion Forum**

Some social media sites promote commercial use while others prohibit it. It is each Jump Executive's responsibility to learn and abide by the social media site's terms of use and policies. 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. Social Media sites are relationship-building sites.

#### **3.14.4 - Sales and Enrollments from Social Media Sites Are Prohibited**

Online sales and/or enrollments may only be generated

from a Jump Executive's Jump To Health™ replicated website. Likewise, Jump Executives shall not use any Social Media site to explain the Jump To Health™ compensation plan or any component of the compensation plan.

### **3.14.5 - Deceptive Postings**

Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Jump To Health™ income opportunity, Jump To Health™'s products and services, and/or your biographical information and credentials.

### **3.14.6 - Use of Third Party Intellectual Property**

If you use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is your responsibility to ensure that you have received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third-party, and you must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

### **3.14.7 - Respecting Privacy**

Always respect the privacy of others in your postings and comply with all applicable privacy laws and policies. Jump Executives must not engage in gossip or advance rumors about any individual, company, or competitive products or services. Jump Executives may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

### **3.14.8 - Professionalism**

You must ensure that your postings are truthful and accurate. This requires that you fact-check all material you post online. You should also carefully check your postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

### **3.14.9 - Prohibited Postings**

Jump Executives may not make any postings, or link to any postings or other material that:

- Is sexually explicit, obscene, or pornographic;
- Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory

(whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);

- Is graphically violent, including any violent video game images;
- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group, or entity;
- Is in violation of any intellectual property rights of the Company or any third party.

### **3.14.10- Responding to Negative Posts**

Do not converse with one who places a negative post against you, other independent Jump Executives, or Jump To Health™. Report negative posts to the Company at support@jumptohealth.com including 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 Jump To Health™, and therefore damages the reputation and goodwill of Jump To Health™.

### **3.14.11- Social Media Sites with Website-like Features**

Because some social media sites are particularly robust, the distinction between a social media site and a website may not be clear-cut. Jump To Health™ therefore reserves the sole and exclusive right to classify certain social media sites as websites and require that Jump Executives using, or who wish to use, such sites adhere to the Company's policies relating to independent websites.

### **3.14.12- Promotion of Other Direct Selling Businesses Through Social Media**

In addition to meeting all other requirements specified in these Policies, should a Jump Executive utilize any form of social media, including but not limited to Facebook, Twitter, LinkedIn, YouTube, Instagram, or Pinterest, the Jump Executive agrees 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 the Jump Executive's Jump To Health™ replicated website.
- Any social media site that is directly or indirectly operated or controlled by a Jump Executive that is used to discuss or promote Jump to Health™'s products, or the Jump To Health™ opportunity may not link to any website, social media site, or site of any other nature, other than the Jump Executive's Jump To Health™ replicated website.

- During the term of this Agreement and for a period of 12 calendar months thereafter, a Jump Executive may not use any social media site on which they discuss or promote, or have discussed or promoted, the Jump To Health™ business or Jump To Health™'s products to directly or indirectly solicit Jump Executives for another direct selling or network marketing program (collectively, "direct selling"). In furtherance of this provision, a Jump Executive shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Jump Executives relating to the Jump Executive's other direct selling business activities. Violation of this provision shall constitute a violation of the Non-Solicitation Policy in Section 3.23.1.

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

### **3.15- Business Entities**

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be a Jump Executive by submitting a Jump To Health™ Application and Agreement along with a properly completed Business Entity Addendum. The Business Entity, as well as all shareholders, members, managers, partners, trustees, or other parties with any ownership interest in, or management responsibilities for, the Business Entity (collectively "Affiliated Parties") are individually, jointly and severally liable for any indebtedness to Jump To Health™, compliance with the Jump To Health™ Policies and Procedures, the Jump To Health™ Agreement, and other obligations to Jump To Health™.

To prevent the circumvention of Sections 3.35 (regarding transfers and assignments of a Jump To Health™ business) and 3.17, (regarding Sponsorship Changes), if any Affiliated Party wants to terminate his or her relationship with the Business Entity or Jump To Health™, the Affiliated Party must terminate his or her affiliation with the Business Entity, notify Jump To Health™ in writing that he or she has terminated his/her affiliation with the Business Entity, and must comply with the provisions of 3.17. In addition, the Affiliated Party foregoing their interest in the Business Entity may not participate in any other Jump To Health™ business for six consecutive calendar months in accordance with Section 3.17.2. If the Business Entity wishes to bring on any new Affiliated Party, it must adhere to the requirements of

Section 3.35.

The modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in Section 3.17, below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Jump To Health™ Application and Agreement. Jump To Health™ may, at its discretion, require notarized documents before implementing any changes to a Jump to Health™ business. Please allow thirty (30) days after the receipt of the request by Jump To Health™ for processing.

### **3.16- Changes to a Business Entity**

Each Jump Executive must obtain prior written approval from Jump To Health™ of all changes to type of business entity they utilize in operating their businesses, which would require the assignment of the Agreement. Each Jump Executive must immediately notify Jump To Health™ of the addition or removal of business Affiliated Parties.

### **3.17- Sponsorship Changes**

#### **3.17.1 - Erroneous Placement**

Jump To Health™ prohibits changes in sponsorship except within the first three business days following a Jump Executive's enrollment. Requests for change of sponsorship must be submitted in writing to the Jump Support Team at, support@jumptohealth.com, and must include the reason for the transfer. Transfers will only be considered in cases in which the new Jump Executive is sponsored by someone other than the individual he or she was led to believe would be his or her Sponsor. Requests for transfer under this policy will be evaluated on a case-by-case basis and must be made within three business days from the date of enrollment. The Jump Executive requesting the change has the burden of proving that he or she was placed beneath the wrong sponsor. It is up to Jump To Health™'s discretion whether the requested change will be implemented and whether the Jump Executive's downline will also be transferred.

#### **3.17.2 - Cancellation and Re-application**

A Jump Executive may legitimately change organizations by voluntarily canceling his or her Jump To Health™ business and remaining inactive (i.e., no purchases of Jump To Health™ products for resale, no sales of Jump To Health™ products, no sponsoring, no attendance at any Jump To Health™ functions, participation in any other form of Jump Executive activity, or operation of any other Jump To

Health™ business, no income from the Jump To Health™ business) for six (6) full calendar months. Following the six-month period of inactivity, the former Jump Executive may reapply under a new sponsor, however, the former Jump to Health's™ Executive's downline will remain in their original line of sponsorship.

For changes made within 7 days of enrollment, with no business sales completed, a sponsor change can be requested and will be reviewed on a case by case basis.

### 3.17.3 - Waiver of Claims

In cases, wherein the appropriate sponsorship change procedures have not been followed, and a downline organization been developed in the second business developed by a Jump Executive, Jump To Health™ 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 switched sponsors is often extremely difficult. Therefore, JUMP EXECUTIVES WAIVE ANY AND ALL CLAIMS AGAINST Jump To Health™, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND JUMP EXECUTIVES THAT RELATE TO OR ARISE FROM Jump To Health™'s DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW A JUMP EXECUTIVE THAT HAS IMPROPERLY CHANGED LINES OF SPONSORSHIP.

## 3.18- Unauthorized Claims and Actions

### 3.18.1 - Indemnification

A Jump Executive is fully responsible for all his or her verbal and written statements made regarding Jump To Health™ products, services, and the Compensation Plan that are not expressly contained in official Jump To Health™ 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. Jump Executives agree to indemnify Jump To Health™ and Jump To Health™'s directors, officers, employees, and agents, and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Jump To Health™ as a result of the Jump Executive's unauthorized representations or actions. This provision shall survive the termination of the Independent Jump Executive Agreement.

### 3.18.2 - Product Claims

Jump Executives must not make claims, including but not limited to testimonials, about Jump To Health™'s products or services that are not contained in official Jump To Health™ literature or posted on Jump To Health™'s official website. Under no circumstances shall any Jump Executive state or imply that any Jump To Health™ product is useful in the diagnosis, treatment, cure, or prevention of any disease, illness, injury, or other medical condition.

### 3.18.3 - Compensation Plan Claims

When presenting or discussing the Jump To Health™ compensation plan, you must make it clear to prospects that financial success in Jump To Health™ requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves.

Examples of misrepresentations in this area include:

- It's a turnkey system;
- The system will do the work for you;
- Just get in and your downline will build through spill over;
- Just join and I'll build your downline for you;
- The company does all the work for you;
- You don't have to sell anything.
- All you have to do is buy your products every month.

The above are just examples of improper representations about the compensation plan. It is important that you do not make these, or any other representations, that could lead a prospect to believe that they can be successful as a Jump Executive without commitment, effort, and sales skill.

### 3.19- Income Claims

Because Jump Executives do not have the data necessary to comply with the legal requirements for making income claims, a Jump Executive, when presenting or discussing the Jump To Health™ opportunity or Compensation Plan to a prospective Jump Executive, may not make income projections, income claims, or disclose his or her Jump To Health™ income (including, but not limited to, the showing of checks, copies of checks, bank statements, or tax records).

### 3.20- Repackaging and Re-Labeling Prohibited

Jump To Health™ products may only be sold in their original

packaging. Jump Executives may not repackage, relabel, or alter the labels on Jump To Health™ product. Tampering with labels/packaging could be a violation of Federal, Provincial, and Territorial laws, and may result in civil or criminal liability. Jump Executives may affix a personalized sticker with your personal/contact information to each product or product container, as long as you do so without removing existing labels or covering any text, graphics, or other material on the product label.

### **3.21- Commercial Outlets**

Jump Executives can sell Jump To Health™ products from a commercial outlet such as a chiropractor office or other Jump Executive location, as long as it does not sell for less than the current Retail Price, or Autoship Price for Preferred Customers.

No products can be sold on auction and/or sales facilitation website, including but not limited to Amazon, drugstore.com, eBay and Craig's List etc.

### **3.22- Trade Shows, Expositions and Other Sales Forums**

Jump Executives may display and/or sell Jump To Health™ products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Jump Executives must contact the Jump Executive Services department in writing for conditional approval (support@jumptohealth.com).

### **3.23- Conflicts of Interest**

#### **3.23.1 - Non-solicitation**

Jump Executives are free to participate in other non-competing direct sales, multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"). However, if a Jump Executive is an independent distributor for another network marketing business, then he or she shall not be eligible to receive recognition from Jump To Health™ at any Jump To Health™ function or event. In addition, during the term of this Agreement, Jump Executives may not directly or indirectly recruit other Jump Executives or Customers for any other network marketing business.

Following the cancellation or transfer of a Jump Executive's independent Agreement for any reason, and for a period of twelve calendar months thereafter, apart from a Jump Executive who is personally sponsored by the former Jump

Executive, a former Jump Executive may not Recruit any Jump Executive or Customer for another network marketing business. Jump Executives and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across Canada, US 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, Jump Executives and Jump To Health™ agree that this non-solicitation provision shall apply nationwide and to all international markets in which Jump Executives are located.

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, another Jump Executive or Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. The conduct described in the preceding sentence constitutes recruiting even if the Executive's actions are in response to an inquiry made by another Distributor or Customer. Announcement that an Executive is joining a new network marketing opportunity on his or her Facebook page or other social media sites also constitutes recruiting as such announcements are veiled efforts to induce inquiries from others about the new opportunity that the Executive has joined.

#### **3.23.2- Jump Executive Participation in Other Network Marketing Programs**

If a Jump Executive is engaged in other non Jump To Health™ business or non-competing network marketing programs, it is the responsibility of the Jump Executive to ensure that his or her Jump To Health™ business is operated entirely separate and apart from all other businesses and/or network marketing programs. To this end, the Jump Executive must adhere to the following:

- Jump Executives must not sell, or attempt to sell, any competing non Jump To Health™ programs, products or services that are sold through another network marketing program to Jump To Health™ Customers or Jump Executives. Any program, product or services in the same generic categories as Jump To Health™ products or services are deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.
- Jump Executives shall not display Jump To Health™ promotional material, sales aids, products or services with or in the same location as, any non Jump To Health™ promotional material or sales aids, products or services.

- Jump Executives shall not offer the Jump To Health™ opportunity, products or services to prospective or existing Customers or Jump Executives in conjunction with any non-Jump To Health™ program, opportunity, product or service. Notwithstanding the foregoing, Executives may post Jump To Health™ product on Pinterest and similar social media sites along with non Jump To Health™ products so long as the non Jump To Health™ product are not the products of another network marketing business.
- Jump Executives may not offer any non Jump To Health™ opportunity, products, services or opportunity at any Jump To Health™-related meeting, seminar, convention, webinar, teleconference, or other function, or within two hours and a five mile radius of a Jump To Health™ event. If the Jump To Health™ meeting is held telephonically or via the internet, any non Jump To Health™ meeting must be at least two hours before or after the Jump To Health™ meeting, and on a different conference telephone number or internet web address from the Jump To Health™ meeting.

### 3.23.3 - Confidential Information

Confidential information includes, but is not limited to, the identities of Jump to Health™ customers and Jump Executives, contact information of Jump to Health™ customers and Jump Executives, Jump Executives' personal and/or group sales volumes, and Jump Executive rank and/or achievement levels. Confidential Information is, or may be available to Jump Executives in their respective Back-Offices. Jump Executive access to such Confidential Information is password protected, and Confidential Information constitutes proprietary business trade secrets belonging to Jump To Health™. Such Confidential Information is provided to Jump Executives in strictest confidence and is made available to Jump Executives for the sole purpose of assisting Jump Executives in working with their respective sales organizations in the development of their Jump To Health™ business. Each Jump Executive and Jump To Health™ agree that, but for this agreement of confidentiality and nondisclosure, Jump To Health™ would not provide Confidential Information to the Jump Executive.

To protect Confidential Information, Jump Executives 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 or her Back-Office to any third party;

- Use any Confidential Information to compete with Jump To Health™, or for any other purpose other than to promote his or her Jump To Health™ business;
- Recruit or solicit any Jump Executive or Customer of Jump To Health™ listed on any report or in the Jump Executive's Back-Office, or in any manner attempt to influence or induce any Jump Executive or Customer of Jump To Health™ to alter their business relationship with Jump To Health™; or
- Use or disclose to any person, partnership, association, corporation, or other entity any Confidential Information.

### 3.24- Targeting the Sales Force of Other Direct Sellers

Jump To Health™ does not condone Jump Executives specifically or consciously targeting the sales force of another network marketing company to sell Jump To Health™ products or to become an Independent Jump Executive for Jump To Health™, nor does Jump To Health™ condone Jump Executives' solicitation or enticement of members of the sales force of another network marketing company to violate the terms of their contract with such other company. Should a Jump Executive engage in such activity, the Jump Executive bears the risk of being sued by the other network marketing company. If any lawsuit, arbitration or mediation is brought against a Jump Executive by a third party alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, or in any way violated their contract with the third party, Jump To Health™ will not pay any of Jump Executive's defense costs or legal fees, nor will Jump to Health™ indemnify the Jump Executive for any judgment, award, or settlement. Should the third party bring or threaten legal action against Jump to Health™ based on the conduct of the Jump Executive, the Jump Executive agrees that it shall indemnify Jump to Health™ for all judgments, settlements, payments of any other nature, litigation costs, and attorney's fees that Jump To Health™ incurs in relation to such legal action or threat of legal action.

### 3.25- Errors or Questions

If a Jump Executive has questions about or believes any errors have been made regarding commissions, bonuses, genealogy lists, enrollments, or charges, the Jump Executive must notify Jump To Health™ in writing within 60 days of the date of the purported error or incident in question. Jump To Health™ will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

### 3.26- Governmental Approval or Endorsement

While certain Provinces and Territories license network marketing companies for direct sales activities, Federal, Provincial, nor Territorial regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Jump Executives shall not represent or imply that Jump To Health™ or its Compensation Plan have been “approved”, “endorsed” or otherwise sanctioned by any government agency.

### **3.27- Income Taxes**

Each Jump Executive is responsible for reporting and paying Provincial, Territorial, and Federal income taxes on all income generated as a Jump Executive including sales income, bonuses and commissions.

### **3.28- Independent Contractor Status**

Jump Executives are independent contractors. The agreement between Jump To Health™ and its Jump Executives does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Jump Executive. Jump Executives shall not be treated as an employee for his or her services or for Federal, Territorial or Provincial tax purposes. All Jump Executives are responsible for reporting and paying Provincial, Territorial and Federal taxes due from all income earned as a Jump Executive of the Company. A Jump Executive has no authority (expressed or implied), to bind the Company to any obligation. Each Jump Executive shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Agreement, these Policies and Procedures, and applicable laws.

### **3.29- International Marketing**

Jump Executives are authorized to sell Jump To Health™ products, and enroll Customers or Jump Executives only in the Canadian Provinces or Territories or foreign countries, states, provinces or other jurisdiction (collectively and individually “Jurisdiction”) in which Jump To Health™ is authorized to conduct business, as announced on the Company’s official website or other official Company literature. Jump To Health™ products or sales aids may not be shipped into or sold in any Jurisdiction that the Company has not announced is officially open for business and products may vary from one Jurisdiction market to another. Jump Executives may sell, give, transfer, or distribute Jump To Health™ products or sales aids only in authorized Jurisdiction within their home country. In addition, no Jump Executive may, in any unauthorized Jurisdiction: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential customers or Jump Executives; or (c) conduct any other

activity for the purpose of selling Jump to Health™ products, establishing a marketing organization, or promoting the Jump To Health™ opportunity.

### **3.30- Excess Inventory and Bonus Buying**

Jump Executives must never purchase more products than they can reasonably use or sell to retail customers in a month, and must not influence or attempt to influence any other Jump Executive to buy more products than they can reasonably use or sell to retail customers 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. Bonus buying includes, but is not limited to, purchasing products through a straw man or other artifice. Jump To Health™ reserves the right to limit purchase quantities at any time.

### **3.31- Adherence to Laws and Ordinances**

Jump Executives shall comply with all Federal, Provincial, Territorial, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Jump Executives because of the nature of their business. However, Jump Executives must obey those laws that do apply to them. If a city or jurisdiction official tells a Jump Executive that an ordinance applies to him or her, the Jump Executive shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of Jump To Health™.

### **3.32- Actions of Household Members or Affiliated Parties**

If any member of a Jump Executive’s immediate household engages in any activity which, if performed by the Jump Executive, would violate any provision of the Agreement, such activity will be deemed a violation by the Jump Executive and Jump To Health™ may take disciplinary action pursuant to the Policies and Procedures against the Jump Executive. Similarly, if any partner, shareholder, member, or other individual with any ownership or management capacity (collectively “Affiliated Individual”) in a corporation, partnership, LLC, trust or other entity (collectively “Business Entity”) violates the Agreement, such action(s) will be deemed a violation by the Business Entity and each Affiliated Individual, and Jump To Health™ may take disciplinary action jointly and severally against the Business Entity and/

or each Affiliated Individual.

### 3.33- Requests for Records

Any request from a Jump Executive for copies of records will require a fee of \$1.00 per page per copy, with a minimum fee of \$5.00.

### 3.34- Sale, Transfer or Assignment of Jump To Health™ Business

Although a Jump To Health™ business is a privately owned and independently operated business, Jump To Health™ must authorize in writing the assignment of the Jump To Health Agreement to any other party and reserves the right to terminate the Jump To Health™ Agreement at any time following a change of ownership interest in a Jump Executive that is a Business Entity, unless Jump To Health™ otherwise approves such a change of control in writing. In order to obtain such a written authorization, the Jump Executive must meet the following requirements:

- The business must have reached and maintained at least the Gold rank or higher for the three consecutive months immediately preceding the request;
- The selling Jump Executive must offer Jump To Health™ the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. Jump To Health™ shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal. Jump To Health™ shall have fifteen days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must become a qualified Jump Executive. If the buyer is an active Jump Executive, he or she must first terminate his or her Jump To Health™ business and wait six calendar months before acquiring any interest in a different Jump To Health™ business;
- Before the sale, transfer or assignment can be finalized and approved by Jump to Health™, any debt obligations the selling party has with Jump To Health™ 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 Jump To Health™ business.

Prior to selling an independent Jump To Health™ business or Business Entity interest, the selling Jump Executive must notify Jump To Health™'s Compliance Department in writing and advise of his or her intent to sell his/her Jump To

Health™ business or Business Entity interest. The selling Jump Executive must also receive written approval from the Compliance Department before proceeding with the sale. No changes in line of sponsorship can result from the sale or transfer of a Jump To Health™ business.

### 3.35- Separation of a Jump To Health™ Business

Jump Executives sometimes operate their Jump To Health™ businesses as spousal partnerships, regular partnerships, LLCs, corporations, trusts, or other Business Entities. At such time as a marriage may end in divorce or a corporation, LLC, 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 not to 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 Jump To Health™ business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize Jump To Health™ to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- The parties may continue to operate the Jump To Health™ business jointly on a "business-as-usual" basis, whereupon all compensation paid by Jump To Health™ will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure 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 Jump To Health™ split commission and bonus payments between divorcing spouses or members of dissolving entities. Jump To Health™ will recognize only one Downline Organization and will issue only one commission payment per Jump To Health™ business per commission cycle. Commission payments shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Agreement shall be involuntarily canceled.

If a former spouse has completely relinquished all rights in the original Jump To Health™ 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 a Jump Executive. In either case, the former spouse or business affiliate shall have no rights to any Jump Executives in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Jump Executive.

### 3.36- Sponsoring Online

When sponsoring a new Jump Executive 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 Jump To Health™ Application and Agreement, Jump To Health™'s Policies and Procedures, and the Jump To Health™ Compensation Plan. The sponsor may not fill out the online Jump To Health™ Application and Agreement on behalf of the applicant and agree to these materials on behalf of the applicant.

### 3.37- Succession

Upon the death or incapacitation of a Jump Executive, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a Jump Executive should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Jump To Health™ business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Jump Executive's marketing organization provided the following qualifications are met. The successor(s) must:

- Execute a Jump To Health™ Application Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all the qualifications for the deceased Jump Executive's status;
  - The devisee must provide Jump To Health™ with an "address of record" to which all bonus and commission payments will be sent;
  - If the business is bequeathed to joint devisees, they must form a business entity with its own tax registration number. Jump To Health™ will issue all bonus and commission payments and tax reporting slips (as applicable) to the business entity.

### 3.38- Transfer Upon Death of a Jump Executive

To effect a testamentary transfer of a Jump To Health™ business, the executor of the estate must provide the following to Jump To Health™: (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 Jump To Health™ specifying to whom the business and income should be transferred.

### 3.39- Transfer Upon Incapacitation of a Jump Executive

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

- (1) a copy of the appointment of the trustee;
- (2) written instructions from the trustee instructing how the proceeds from the business should be paid; and
- (3) a completed Agreement executed by the trustee.

### 3.40- Telemarketing Techniques

#### a) Telemarketing in Canada

Canada has laws that restrict telemarketing practices, which is regulated through the Canadian Radio-television Telecommunications Commission (CRTC). The CRTC has "do not call" rules. Although Jump To Health™ does not consider Jump Executives to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the terms "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the national "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties. All penalties will be at the Jump Executive's sole expense and liability, including but not limited to if they are assessed directly against Jump To Health™ due to any Jump Executive's noncompliance. Therefore, Jump Executives must not engage in prohibited telemarketing in the operation of their Jump To Health™ businesses, and must not make repeat or harassing phone calls to Prospective Jump Executives or Customers.

The term "telemarketing" means the placing of one or more unsolicited "telecommunications" to an individual or entity to induce the purchase of a Jump to Health™ product or service, or to recruit them to become a Jump Executive. "Telecommunications" include both telephone calls and fax communications. Both "Cold calls" and unsolicited

fax messages made to prospective Customers or Jump Executives to promote either Jump To Health™'s products or services or to become a Jump Executive constitute telemarketing and are prohibited, unless made in compliance with this section 3.42 and the applicable law.

You may not initiate a "telemarketing telecommunication" unless you and your telemarketing telecommunications comply with requirements set out in the CRTC's Unsolicited Telecommunications Rules, including all requirements regarding the content and timing of such communications, as well as record keeping obligations, and registration with and payment of fees to the national "Do-Not-Call" operator.

A "telemarketing telecommunication" includes sending a fax communication or making a telephone call, with or without the use of a predictive dialing device or an automatic dialing-announcing device (ADAD) for the purposes of telemarketing.

### **b) Sequential Dialing, Random Dialing and ADAD's**

You may not use sequential dialing for initiating a telemarketing telecommunication. However, you may use random dialing for this purpose, including a non-published or a non-listed number, except to telecommunications numbers that: (a) are registered on the National Do Not Call List;

(b) are emergency lines; (c) are associated with healthcare facilities; and (d) are on your own do not call list.

You may not initiate a telemarketing telecommunication via an ADAD unless express consent has been provided by the consumer to receive a telemarketing telecommunication via an ADAD from you, and to what number you may make that telemarketing telecommunication.

You will follow the rules regarding times telemarketing calls can be made as specified in the Telemarketing Rules of Canada.

An "ADAD" means any automatic equipment incorporating the capability of storing or producing telecommunication numbers used alone or in conjunction with other equipment to convey a pre-recorded or synthesized voice message to a telecommunications number

### **c) Telemarketing Through Fax**

Unsolicited telecommunications sent to fax numbers are governed by the CRTC's Unsolicited Telecommunications

Rules as set out above. You may not initiate a "telemarketing telecommunication" via fax, unless you and your telemarketing telecommunications comply with requirements set out in the CRTC's Unsolicited Telecommunications Rules, sections 3.42 a) and b) above, and, the first page of the fax message must state in 12-point font or larger:

- the name of the Jump Executive,
- the name of Jump To Health™ Inc.,
- the originating date and time of the fax,
- the physical mailing address and a local or toll-free telephone number and a fax telecommunications number that allows access to the Jump Executive.

### **3.41 - Back-Office Access**

Jump To Health™ makes online back offices available to its Jump Executives. Back offices provide Jump Executives access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Jump Executive's Jump To Health™ business and to increase sales of Jump To Health™ products. However, access to a back office is a privilege, and not a right. Jump To Health™ reserves the right to deny Jump Executives' access to the back office at its sole discretion.

### **3.42- Change of Address, Telephone, and E-Mail Addresses**

A Jump Executive's whose contact information changes must amend their contact information through their Jump Executive Back-Office or by contacting Customer Service to help effect the change.

### **3.43- Continuing Development Obligations**

#### **3.43.1 - Ongoing Training**

Any Jump Executive who sponsors another Jump Executive into Jump To Health™ must perform a bona fide assistance and training function to ensure that his or her downline is properly operating his or her Jump To Health™ business. Jump Executives must have ongoing contact and communication with the Jump Executives in their Downline Organizations. Examples of such contact and communication may include, but are not limited to newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of downline Jump Executives to Jump To Health™ meetings, training sessions, and other functions. Upline Jump Executives are also responsible to motivate and train new Jump Executives in Jump To Health™ product knowledge, effective sales techniques, the Jump To Health™ Compensation

Plan, and compliance with Company Policies and Procedures. Communication with and the training of downline Jump Executives must not, however, violate Sections 3.1 and/or 3.2 (regarding the development of Jump Executive-produced sales aids and advertising materials).

Jump Executives should monitor the Jump Executives in their Downline Organizations to guard against downline Jump Executives making improper product or business claims, or engaging in any illegal or inappropriate conduct.

### **3.43.2 - Increased Training Responsibilities**

As Jump Executives progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Jump To Health™ program. They will be called upon to share this knowledge with less experienced Jump Executives in their organization.

### **3.43.3 - Ongoing Sales Responsibilities & Consistency Requirements**

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

### **3.43.4 - Supervisory and Leadership Functions**

Jump To Health™ Executives' compensation is based on sales of product by Jump To Health™ to End Consumers, and compensates those who play an ongoing role in the sales of product to Customers by engaging in activities such as (1) referring Customers and (2) motivating, training and leading others to refer Customers. To qualify for any such compensation, Executives have the ongoing responsibility to service, supervise, motivate, train and assist Executives in building their Marketing Organizations, to promote Jump To Health™ products and the income opportunity and to consistently encourage and influence other Executives to invest their time in building their Marketing Organizations. To qualify for ongoing compensation, Jump To Health™ Executives also have the ongoing responsibility to support company policies, programs and personnel.

This leadership responsibility increases as the compensation to any Executive increases. Therefore, as the compensation to an Executive increases, the obligation of leadership and personal example and personal contribution from that leadership also increases.

Jump to Health™ has the right to measure the involvement and contribution of any of its Executives in this endeavor from time to time and to establish guidelines and measurements upon which Jump To Health™ will compensate its Executives. Jump To Health™ may decide to withhold compensation at any time it deems that an Executive is not meeting this requirement.

### **3.43.5 - Consistency Responsibility**

Jump To Health™ Executives are independent contractors and may be active in other business ventures while they are Executives for Jump To Health™. However, to qualify for compensation, Executives have the ongoing responsibility to service, supervise, motivate, train and assist other Executives in building their Marketing Organizations. They also have the responsibility to promote Jump To Health™ products and the Jump To Health income opportunity and to consistently encourage and influence other Executives to invest their time in building their Marketing Organizations.

All compensation paid by Jump To Health™ each month to each Executive is based on the understanding and expectation that the Executive is reliably and consistently involved in the crucial ongoing endeavor of promoting Jump To Health products and in consistently encouraging and influencing other Executives to invest their time in building their Marketing Organizations.

### **3.44- Negative Comments**

Jump To Health™ wants to provide its independent Jump Executives 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 Jump Executive Relations Department (support@jumptohealth.com). Remember, to best serve you, we must hear from you! While Jump To Health™ welcomes constructive input, negative comments and remarks made in the field by Jump Executives about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Jump Executives. For this reason, and to set the proper example for their downline, Jump Executives must not disparage, demean, or make negative remarks about Jump To Health™, other Jump Executives, Jump To Health™'s products, the Marketing and Compensation plan, or Jump To Health™'s directors, officers, or employees. Complaints and concerns about Jump To Health™ and/or its products should be directed to the Customer Service Department. Disputes or disagreements between any Jump Executive and Jump To Health™ shall be resolved through the dispute resolution process set forth in the Agreement, and the Company and Jump Executives agree specifically not to demean, discred-

it, disparage, or criticize one another on the internet or any other public forum.

### **3.45- Providing Documentation to Applicants**

Jump Executives must provide the most current version of the Policies and Procedures and the Compensation Plan to individuals whom they are sponsoring to become Jump Executives before the applicant signs a Jump To Health™ Application and Agreement, or ensure that they have on-line access to these materials.

### **3.46- Use of Jump Executive Pictures, Videos, Scripts, etc.**

Jump Executives may occasionally appear on-stage at live events sponsored by Jump To Health™ to receive recognition or awards, to provide training, or for numerous other reasons. Photographs of the Jump Executives are normally taken, and video and/or audio recordings of the Jump Executives are normally made of such events. Likewise, Jump Executives may occasionally speak on training, motivational, or informational telephone conferences, webinars, or other events sponsored or hosted by Jump To Health™, and video and/or audio recordings of these events are also normally made by Jump to Health™. Jump Executives grant Jump To Health™ the irrevocable and permanent right to use all such photographs, pictures, video, and/or audio recordings taken or made of them at any Jump To Health™ sponsored or hosted event for advertising, promotion, motivation, training, or any other purpose as Jump to Health™ may deem appropriate. Jump Executives waive all claims and rights to compensation of any nature for such use and agree that all recordings are the sole and exclusive property of Jump To Health™.

If a Jump Executive writes or uses a script, notes, outline, handouts, or other reference materials at any Jump To Health™ sponsored or hosted event, the Jump Executive grants Jump To Health™ a permanent and irrevocable right to use such materials for any purpose it wishes, and the Jump Executive waives all claims for compensation for such use.

## **SECTION 4 - SALES REQUIREMENTS**

### **4.1- Product Sales**

The Jump To Health™ Compensation Plan is based on the sale of Jump To Health™ products and services to end consumers. Jump Executives must fulfill the sales require-

ments (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

### **4.2- No Territory Restrictions**

There are no exclusive territories granted to anyone.

## **SECTION 5 - PERSONAL & CONFIDENTIAL INFORMATION**

### **5.1- Handling Personal Information**

As a Jump Executive, you will receive Personal Information from and about prospective Jump Executives, customers and other individuals. Keeping their Personal Information secure not only helps to ensure your compliance with the law, but it also helps you to maintain current customers' and potential customers' trust, which is an important factor in your success. Personal Information is information that identifies, or permits you to contact, an individual. It includes, without limitation, a customer's, potential customer's or other individual's name, address, email address, phone number, credit card information, social insurance number, and other information associated with these details, such as purchases and preferences. In short, "Personal Information" includes any information about an identifiable individual.

### **5.2- Give the Customer Notice**

Customers want to know why you are collecting their Personal Information and what you plan to do with it, so tell them what you are collecting, why and with whom you are going to share it. Tell them this before or at the time that you collect their Personal Information, and then be sure that you use and share Personal Information only in the ways you promised. You must make available to customers written information on the types of Personal Information you collect from them, how you will use that information, to whom you will disclose that information, and how you can be contacted with inquiries and complaints about the personal information that you hold about an individual. Your customers have the right to access the personal information that you hold about them and to make complaints about how you have treated the information.

### **5.3- Collect Only What You Need**

Collect only the Personal Information that you really need. Review the forms that you use to collect Personal Information, and revise them to remove fields for information you do not need. Less is more. For example, don't collect a credit or debit card number unless your customer actually makes a purchase. Social Insurance Numbers should never be collected unless legally required.

#### **5.4- Give the Customer Control**

Give customers a choice about how you communicate with them. For instance, find out if a customer wants to receive promotions and other marketing messages from you and, if so, whether he or she would prefer to receive them by email, phone or another method of communication. Respect the customer's wishes: if, for example, a customer tells you that he or she doesn't want to receive emails, then find another way to communicate with him or her.

#### **5.5- Stay up-to-date**

Keep the customers' Personal Information up-to-date. Remind them to let you know if their Personal Information changes. Keeping your contacts current helps you to stay in touch with them.

#### **5.6- Share Only if Necessary**

Don't share a customers' Personal Information unless you have a real business reason to do so—and then share only what is necessary, and no other information, and make sure that the other person agrees to use the Personal Information only in the ways you have agreed. Personal information cannot be shared for purposes other than those for which you have given the customer notice.

#### **5.7- Be Careful**

A customer's information is a valuable asset. Don't communicate it to the general public or to anyone who doesn't have a legitimate need for it. Protect it from unauthorized access or disclosure.

#### **5.8- Dispose of Personal Information Responsibly**

When you no longer need a customer's personal information, stop using it. Dispose of it in a way that makes it unreadable, such as by shredding paper documents.

#### **5.9- Be Very Careful with Sensitive Personal Information**

If sensitive Personal Information such as credit or debit card numbers, social insurance numbers, fall into the wrong hands, customers could become the victim of fraud or identity theft. Consider these steps to help reduce that risk:

- Pay attention to your surroundings and use good judgement whenever you need to discuss or transmit sensitive Personal Information;
- Do not share (or ask a customer to share) sensitive Personal Information, including payment information, in an unsecure way, such as by email;
- Keep sensitive Personal Information in a secure place, such as a locked drawer. Do not leave it lying around where someone could see or take it;
- Use similar safeguards if you keep sensitive Personal Information on your computer. For example, use passwords that are not easy to guess, install virus protections, and password protect documents that contain sensitive Personal Information;
- Avoid storing Personal Information on your laptop or another portable device that could be lost or stolen, unless the device is encrypted;
- Do not store any personal information on unencrypted USB or data keys;
- Unless you have a legitimate business need, do not keep sensitive Personal Information. Keeping it for longer than you need it creates unnecessary risk.

## **SECTION 6 - BONUSES AND COMMISSIONS**

### **6.1- Bonus and Commission Qualifications and Accrual**

A Jump Executive must be active and in compliance with the Agreement to qualify for bonuses and commissions. So long as a Jump Executive complies with the terms of the Agreement, Jump To Health™ shall pay commissions to such Jump Executive in accordance with the Marketing and Compensation plan. The minimum amount for which Jump to Health™ will issue a commission is \$12.00. If a Jump Executive's bonuses and commissions do not equal or exceed \$12.00, the Company will accrue the commissions and bonuses until they total \$12.00. Payment will be issued once \$12.00 has been accrued.

Notwithstanding the foregoing, all commissions owed a Jump Executive, regardless of the amount accrued, will be paid during the last pay period of each year or upon the termination of a Jump Executive's business.

#### **6.1.1-Compensation Adjustments for Charge Backs, Returned Products**

Jump Executives receive bonuses and commissions based on final sales of products to end consumers. When a product is returned to Jump To Health™ for a refund, is repurchased by the Company, or the buyer institutes a chargeback, upline Jump Executives shall be responsible for returning to the Company all bonuses and commissions paid to them by the Company for such sales. In the event the upline Jump Executive remains active, either of the following may occur at the Company's discretion: (1) the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted, in the month in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the upline Jump Executives who received bonuses and commissions on the sales of the refunded products; or (2) the upline Jump Executives who earned commissions based on the sale of the returned products will have the corresponding Commissionable Volume deducted from their Group Volume in the next month and all subsequent months until it is completely recovered. Notwithstanding the foregoing, Jump To Health™ reserves the right to require the upline Jump Executives to return such commissions and bonuses in full to the Company.

## 6.2- Reports

All information provided by Jump To Health™ in downline activity reports, including but not limited to personal and group sales volume (or any part thereof), and down-line 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, completeness, and timeliness of orders; denial of credit card and electronic cheque payments; returned products; credit card and electronic cheque charge-backs; the information is not guaranteed by Jump To Health™ or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS REPORTS ARE 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, JUMP TO HEALTH™ AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY JUMP EXECUTIVE OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES 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 JUMP TO HEALTH™ 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, JUMP TO HEALTH™ 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.

Access to and use of Jump To Health™'s online and telephone 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 Jump To Health™'s online and telephone reporting services and your reliance upon the information.

## SECTION 7 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

### 7.1- Order Cancellation and Satisfaction Guarantee

Provincial and Territorial laws requires that Jump Executives notify their retail customers that they have specific cancellation rights. Such cancellation rights are published on official Jump To Health™ customer agreements, which may vary by Province or Territory and may be updated from time to time. Jump Executives must use the correct customer agreement for the applicable Province or Territory and shall verbally inform their customers of this right, shall provide them with TWO copies of a customer agreement at the time of the sale, and shall point out this cancellation right stated on the customer agreement.

In addition, Jump To Health™ offers a money back guarantee on products returned within 30 days from the date of sale, less a 10% restocking fee. Original shipping charges are not refundable and will be deducted from the amount of the refund. Return shipping charges must be paid by the Jump Executive or customer returning the merchandise. If a product order is refused by the buyer and returned to the Company, and the Company is required to pay return postage, the amount of the return postage charges will

be deducted from the product refund. Products that have been damaged, opened or used are not re-sellable and will not be refunded. Product sets must be returned in their entirety; refunds are not available for products that are taken from a set and returned individually or for sets that are not returned unopened and completely intact with no products or materials removed from the kit. This product satisfaction guarantee does not apply to products damaged by abuse or misuse. Jump Executives shall disclose the terms of the warranty to his/her customers at the time of sale and shall also point out this warranty information on the sales receipt and product literature.

If a Jump Executive returns more than \$300 for a refund in any 12-consecutive month period, the request will constitute the Jump Executive's voluntary cancellation of his/her Agreement, and the refund will be processed as an inventory repurchase and the Jump Executive's Jump To Health™ business will be cancelled. Notwithstanding the foregoing, such a Jump Executive may return product purchased within previous 30 days pursuant to the above money back guarantee.

## **7.2- Return of Inventory and Sales Aids by Jump Executives Upon Cancellation**

Jump To Health offers a 30 day Money Back Guarantee. Any unused product must be shipped back to the company, in order to obtain a refund. We do not reimburse for the product shipping.

Upon cancellation of a Jump Executive's Agreement, the Jump Executive may return Business Kits, products and Sales Tools that he or she personally purchased from Jump To Health™ (purchases from other Jump Executives or third parties are not subject to refund) that are in Resalable (see Definition of "Resalable" below) condition so long as the products and/or Sales Tools were purchased within 6 months prior to the date of cancellation. Upon receipt of a Resalable Business Kit and/or Resalable products and sales aids, the Jump Executive will be reimbursed. Neither shipping and handling charges incurred by a Jump Executive when the Business Kit, products or sales aids were purchased, nor return shipping fees, will be refunded. Product kits must be returned unopened and in completely intact with no products or materials removed from the kit. If the purchases were made through a credit card, the refund will be credited back to the same account. If a Jump Executive was paid a commission based on a product(s) that he or she purchased, and such product(s) is subsequently returned for a refund, the commission that was paid based on that product purchase will be deducted from the amount of the refund.

Products and Sales Tools shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; and 3) it is returned to Jump to Health™ 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. Replicated Website fees are not refundable.

## **7.3- Montana Residents**

A Montana resident may cancel his or her Agreement within 15 days from the date of enrollment, and may return his or her Business Kit for a full refund within such time period.

## **7.4- Procedures for All Returns**

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

- All merchandise must be returned by the Jump Executive or customer who purchased it directly from Jump To Health™.
- All products to be returned must have a Return Authorization Number which is obtained by calling the Jump Executive Support Department. This Return Authorization Number must be written on each carton returned
- The return is accompanied by:
  - o The original packing slip with the completed and signed Consumer Return information;
  - o the unused portion of the product in its original container.
- Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to Jump to Health™ shipping pre-paid. Jump To Health™ does not accept shipping-collect packages. If an order is declined by the buyer and returned to Jump To Health™ with postage due, the postage amount will be deducted from the refund. The risk of loss in shipping for returned product shall be on the Jump Executive. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Jump Executive to trace the shipment.
- If a Jump Executive is returning merchandise to Jump To Health™ that was returned to him or her by a personal retail customer, the product must be received by Jump To Health™ within thirty (30) days from the date on which the Jump Executive purchased the merchandise from the Company, and must be accompanied by the sales receipt the Jump Executive gave to the customer at the time of the sale.

No refund or replacement of product will be made if the conditions of these rules are not met.

## **SECTION 8 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS**

### **8.1- Disciplinary Measures**

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 a Jump Executive that, in the sole discretion of the Company may damage its reputation or goodwill (such damaging act or omission need not be related to the Jump Executive's Jump To Health™ business), may result, at Jump To Health™'s discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Jump Executive to take immediate corrective measures;
- Jump To Health™ may withhold from a Jump Executive all or part of the Jump Executive's bonuses and commissions during the period that Jump To Health™ is investigating any conduct allegedly in violation of the Agreement. If a Jump Executive's business is canceled for disciplinary reasons, the Jump Executive will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Agreement and independent business for one or more pay periods without pay;
- Involuntary termination of the offender's Agreement;
- Suspension and/or termination of the offending Jump Executive's Jump To Health™ website or website access;
- Any other measure expressly allowed within any provision of the Agreement or which Jump To Health™ deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Jump Executive's policy violation or contractual breach;
- In situations deemed appropriate by Jump To Health™, the Company may institute legal proceedings for monetary and/or equitable relief.

### **8.2- Grievances and Complaints**

When a Jump Executive has a grievance or complaint with another Jump Executive regarding any practice or conduct

in relationship to their respective Jump to Health™ businesses, the complaining Jump Executive 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 leadership. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Jump Executive Support Department at the Company. The Jump Executive Support Department will review the facts and resolve it.

### **8.3- Mediation and Arbitration**

For claims seeking \$10,000.00 or more that arise from or relate to the Agreement, prior to filing arbitration as set forth below, the parties shall meet in good faith and attempt to resolve such dispute through confidential non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. If the

Parties cannot agree on a mediator, the complaining party shall request a mediator be appointed by the American Arbitration Association ("AAA"). 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 attorney's fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Los Angeles, CA and shall last no more than two business days.

Except as otherwise provided in the Agreement, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled through confidential arbitration. The Parties waive rights to trial by jury or to any court. This arbitration provision applies to claims that were not successfully resolved through the foregoing mediation process as well as claims for less than \$10,000.00 not subject to the mediation requirement. The arbitration shall be filed with, and administered by the International Court of Arbitration pursuant to the International Chamber of Commerce Rules of Arbitration. The Emergency Arbitrator Provisions of such rules shall not apply. Copies of the ICC's Rules of Arbitration will also be emailed to Jump Executives upon request to Jump To Health™'s customer

The following shall apply to all Arbitration actions:

- The laws of the City of Los Angeles, California shall apply without regard to principles of conflicts of laws;
- The arbitration hearing shall commence no

later than 365 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;
- The arbitration shall be brought on an individual basis and not as part of a class or consolidated action.

All arbitration proceedings shall be held in Los Angeles, CA shall be one arbitrator selected from the panel that the ICC provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. 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 to which the Parties have consented to jurisdiction as set forth in the Agreement. This agreement to arbitrate shall survive the cancellation or termination of the Agreement.

The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings and shall not disclose to third parties:

- The substance of, or basis for, the controversy, dispute, or claim;
- The substance or content of any settlement offer or settlement discussions or offers associated with the dispute;
- The pleadings, or the content of any pleadings, or exhibits thereto, filed in any arbitration proceeding;
- 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 the Agreement shall prevent either party from applying to and obtaining from any court to which the Parties have consented to jurisdiction as set forth in the Agreement a temporary restraining order, preliminary or permanent injunction, or other equitable relief to safeguard and protect its intellectual property rights, trade secrets, and/or confidential information, including but not limited to enforcement of its rights under the non-solicitation and confidentiality provisions of the Agreement.

#### **8.4- Governing Law, Jurisdiction and Venue**

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Los Angeles, CA. The laws of the state of California govern all other matters relating to or arising from the Agreement.

#### **8.5- Damage Limitation**

In any action arising from or relating to the Agreement, the parties waive all claims for incidental and/or consequential damages, even if the other party has been apprised of the likelihood of such damage. The parties further waive all claims to exemplary and punitive damages. Notwithstanding the foregoing, this Damage Limitation shall not apply to claims alleging the breach of the non-solicitation or confidentiality provisions contained in these Policies.

### **SECTION 9 - PAYMENT AND SHIPPING**

#### **9.1- Returned Checks**

All checks returned by a Jump Executive's bank for insufficient funds will be re-submitted for payment. A \$25.00 returned check fee will be charged to the account of the Jump Executive. After receiving a returned check from a customer or a Jump Executive, all future orders must be paid by Credit Card, money order or cashier's check. Any outstanding balance owed to Jump To Health™ by a Jump Executive for NSF cheques and returned cheque fees will be withheld from subsequent bonus and commission cheques.

#### **9.2- Shipping Schedule**

Goods are normally shipped within two business days from the date on which the order is placed.

### **SECTION 10 - INACTIVITY, RECLASSIFICATION, AND CANCELLATION**

#### **10.1- Effect of Cancellation**

So long as a Jump Executive remains active and complies with the terms of the Agreement and these Policies and Procedures, Jump To Health™ shall pay commissions to such Jump Executive in accordance with the Compensation Plan. A Jump Executive's bonuses and commissions constitute the entire consideration for the Jump Executive's efforts in generating sales and all activities related to generating sales (including building a downline organization). Following a Jump Executive's non-renewal of his or her

Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Agreement (these methods are collectively referred to as "cancellation"), the former Jump Executive shall have no right, title, claim or interest to the marketing organization which he or she operated, or any commission or bonus from the sales generated by the organization. A Jump Executive whose business is cancelled will lose all rights as a Jump Executive. This includes the right to sell Jump To Health™ products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Jump Executive's former downline sales organization. In the event of cancellation, Jump Executives agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former downline organization.

Following a Jump Executive's cancellation of his or her Agreement, the former Jump Executive shall not hold himself or herself out as a Jump Executive and shall not have the right to sell Jump to Health™ products or services. A Jump Executive whose business is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

## 10.2- Cancellation Due to Inactivity

### 10.2.1- Failure to Meet Commissionable Volume (CV) Quota

If a Jump Executive fails to personally generate at least 100 CV for 12 consecutive months, his or her Agreement shall be canceled for inactivity.

### 10.2.2- Failure to Earn Commissions

If a Jump Executive has not earned a commission for six consecutive months (and thus become "inactive"), his or her Agreement can be canceled for inactivity.

## 10.3- Involuntary Cancellation

A Jump Executive's violation of any of the terms of the Agreement, including any amendments that may be made by Jump To Health™ in its sole discretion, may result in any of the sanctions listed in Section 8.1, including the involuntary cancellation of his or her Agreement. Cancellation shall be effective on the date on which written notice is mailed, emailed, faxed, or delivered to an express courier, to the

Jump Executive's last known address, email address, or fax number, or to his/her attorney, or when the Jump Executive receives actual notice of cancellation, whichever occurs first.

Jump To Health™ reserves the right to terminate all Agreements upon thirty (30) days 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.

## 10.4- Voluntary Cancellation

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. If Cancellation is in writing, the Cancellation notice must be submitted in to the Company at its principal business address. The written notice must include the Jump Executive's signature, printed name, address, and Jump Executive I.D. Number.

In addition to written cancellation, Jump Executives who have consented to Electronic Contracting will cancel their Agreement should they withdraw their consent to contract electronically.

## 10.5- Non-renewal

A Jump Executive may also voluntarily cancel his or her Agreement by failing to annually renew the Agreement within 30 days its anniversary date.

## SECTION 11 - DEFINITIONS

**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 the Company and each Jump Executive includes the Jump To Health™ Application and Agreement, the Jump to Health™ Policies and Procedures, the Jump To Health™ Compensation Plan, and the Business Entity Addendum (where appropriate), all in their current form and as amended by Jump To Health™ in its sole discretion. These documents are collectively referred to as the "Agreement."

**Business Kit** - A selection of Jump To Health™ training materials and business support literature, and Jump Executive replicated website that each Independent Jump Executive is required to purchase.