

# **SNIP NUTRIGENOMICS, INC.**

## **Statement of Policies & Procedures**

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## 1.0 **INTRODUCTION**

### 1.1 **Mutual Commitment Statement**

- a) **Snip Nutrigenomics, Inc.**, (hereinafter referred to as (“Snip Nutrigenomics” or “Company”)) strives to develop a long-term and mutually rewarding relationship with its Affiliates and Customers. In the spirit of mutual respect and understanding, Snip Nutrigenomics is committed to:
  - (i) Providing prompt, professional, and courteous service to its Affiliates and Customers;
  - (ii) Providing the highest level of quality products, at fair and reasonable prices;
  - (iii) Exchanging or refunding the purchase price of any product, or service, as provided in Snip Nutrigenomics’ return policies contained herein;
  - (iv) Delivering orders promptly and accurately;
  - (v) Paying commissions accurately and on a timely basis;
  - (vi) Expediting orders if an error or unreasonable delay occurs;
  - (vii) Maintaining a mutually beneficial Commission Program;
  - (viii) Implementing changes to the Commission Program or this Statement of Policies and Procedures (the “Policies and Procedures”) with input from Affiliates and/or Customers (Note: such changes will be effective thirty (30) days after the date any such changes are published by Snip Nutrigenomics)
  - (ix) Supporting, protecting, and defending the integrity of the Snip Nutrigenomics Commissions Program.
- b) In return, Snip Nutrigenomics expects that its Affiliates will:
  - (i) Conduct themselves in a professional, honest, and considerate manner;
  - (ii) Present Snip Nutrigenomics Corporate and Snip Nutrigenomics product information in an accurate and professional manner;
  - (iii) Present the Commission Program and return and exchange policies in a complete and accurate manner;
  - (iv) Not make exaggerated income or product claims;
  - (v) Support, protect, and defend the integrity of the Snip Nutrigenomics business opportunity.

## **1.2 Code of Ethics**

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

## **1.3 The Affiliate Agreement**

- a) Throughout these Policies & Procedures, when the term "Agreement" is used, it collectively refers to the most current version of the following along with any addendums or exhibits thereto: (i) Snip Nutrigenomics Policies and Procedures; and (ii) Nutrigenomics Commission Program.

## **1.4 Amendments to the Affiliate Agreement**

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

## **2.0 BASIC PRINCIPLES**

### **2.1 Independent Contractor Status**

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

### **2.2 Becoming a Snip Nutrigenomics Affiliate**

- b) To become an Affiliate, an applicant must:
  - (i) Be of the age of majority (not a minor) in his or her state of residence;
  - (ii) Reside or have a valid address in the United States or U.S. territory in which Snip Nutrigenomics is licensed to operate;
  - (iii) Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number (EIN);
  - (iv) Enter a verified mobile phone number, which is not in use or associated with any other Snip Nutrigenomics accounts, which will be verified through a verification code sent to the applicant's mobile phone number;

- (v) Acknowledge and agree to all communications sent by Snip Nutrigenomics, (including but not limited to emails, texts, broadcasts, letters, etc.) with the choice to “opt-out” of these communications.

## **2.3 New Affiliate Enrollment**

- a) A potential new Affiliate may self-enroll on the Snip Nutrigenomics website, subject to acceptance by Snip Nutrigenomics of the applicant’s online enrollment confirming the applicant has agreed to all terms and conditions of the Affiliate Agreement.
- b) Electronically submitted and/or signed documents, including, but not limited to, online submissions, automated credit card processing authorization documents, and the Affiliate Agreement are legally binding contracts that must not be altered, tampered with, or changed in any manner after they have been signed and/or submitted. False or misleading information, forged signatures, or alterations to any document, including business registration forms, may lead to sanctions, up to and including involuntary termination of the offending Affiliate’s Account.

## **3.0 SNIP NUTRIGENOMICS AFFILIATE RESPONSIBILITIES**

### **3.1 Correct Address**

- a) It is the responsibility of the Affiliate or Customer to make sure Snip Nutrigenomics has the correct shipping address before any orders are shipped.
- b) An Affiliate and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by Snip Nutrigenomics Support Team.
- c) Use of Sales Aids. To promote Snip Nutrigenomics products Snip Nutrigenomics Affiliates are encouraged to use the sales aids and support materials produced or expressly authorized by Snip Nutrigenomics. Affiliates may use and publish marketing materials they design only after such materials have been approved by Snip Nutrigenomics. An Affiliate’s unauthorized use of sales aids or promotional materials, including but not limited to Internet advertising, social media marketing on Facebook, Instagram, and like, is a violation of these Policies and Procedures. Additionally, publishing marketing materials that violate any number of statutes or regulatory laws governing how Snip Nutrigenomics products may be marketed is a violation of these Policies and Procedures and may result in immediate termination of the publisher’s Snip Nutrigenomics Account. Any such violations could jeopardize the Snip Nutrigenomics opportunity for all Affiliates. Accordingly, Affiliates must submit via email all sales aids, promotional materials, advertisements, websites, training material, flyers, along with any other literature to Snips Nutrigenomics Compliance Department for approval prior to use at [compliance@snipnutrition.com](mailto:compliance@snipnutrition.com). Unless the Affiliate receives specific written approval to use the material(s), the request shall be deemed denied. All Affiliates shall safeguard and promote the good reputation of Snip Nutrigenomics and its products. The marketing and promotion of Snip Nutrigenomics products and services shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.



## **4.0 AGREEMENTS & GENERAL UNDERSTANDINGS**

### **4.1 Rights Granted**

- a) Snip Nutrigenomics hereby grants to the Affiliate a non-exclusive right, based upon the terms and conditions contained in the Agreement to:
  - (i) Purchase Snip Nutrigenomics products and services;
  - (ii) Promote and sell Snip Nutrigenomics products and services.

### **4.2 Effect of Termination**

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

### **4.3 Modifying an Affiliate's Snip Nutrigenomics Account**

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

### **4.4 Voluntary Termination**

- a) An Affiliate may immediately terminate his or her Account and Snip Nutrigenomics business associated therewith by submitting a written notice via email to the Snip Nutrigenomics Support Department [support@snipnutrition.com](mailto:support@snipnutrition.com). The written notice must include the following:
  - (i) Statement of the Affiliate's intent to terminate the Account;
  - (ii) Date of termination;
  - (iii) Affiliate's Snip Nutrigenomics User ID;

- (iv) Reason(s) for terminating the Account, and
- (v) Affiliate's signature.

#### **4.5 Involuntary Termination**

- a) Snip Nutrigenomics reserves the right to terminate an Affiliate's position for, but not limited to, the following reasons:
  - (i) Violation of any provision of the Affiliate Agreement;
  - (ii) Violation of any applicable law, ordinance, or regulation related to the Affiliate's Snip Nutrigenomics business;
  - (iii) Engaging in unethical business practices or violating standards of fair dealing.
  - (iv) Affiliate initiates, joins, or otherwise voluntarily participates in a lawsuit against Snip Nutrigenomics, its directors, officers, employees, and/or agents.
- b) Snip Nutrigenomics will notify the Affiliate in writing via email certified mail, return receipt requested, or overnight documented mail, at the Affiliate's last known address of the Affiliate's intent to terminate the Affiliate's position and the reasons for termination. The involuntary termination will be effective date as of the written notice.
- c) The former Affiliate shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Snip Nutrigenomics products or services.
- d) The Affiliate who is involuntarily terminated by Snip Nutrigenomics may not re-enroll as an Affiliate, either under his or her present name or any other name or Business Entity, without the express written consent of an officer of Snip Nutrigenomics, following a review by the Snip Nutrigenomics Compliance Committee. If such consent is granted, the Affiliate may not re-enroll as an Affiliate for twelve (12) months following the date of termination.

### **5.0 BUSINESS ENTITIES**

#### **5.1 Definition**

- a) A corporation, partnership, limited liability company, or trust (collectively, a "Business Entity") may apply to be a Snip Nutrigenomics Affiliate.
- b) A Snip Nutrigenomics Affiliate may change their status under the same Referrer from an individual to a Business Entity in accordance with Section 4.3 of these Policies.

#### **5.2 Indemnification for Actions**

- a) An Affiliate is fully responsible for all of his or her verbal and written communications made regarding Snip Nutrigenomics products, services, and the Commission Program that are not expressly contained within official Snip Nutrigenomics materials. Affiliates shall indemnify and hold harmless Snip Nutrigenomics, its directors, officers, employees,

product suppliers, and agents from any and against all liability including judgments, civil penalties, refunds, lawyer fees, and court costs incurred by Snip Nutrigenomics as a result of the Affiliate's unauthorized representations or actions. This provision shall survive the termination of the Snip Nutrigenomics Affiliate Agreement and a Snip Nutrigenomics Account.

### **5.3 Insurance**

- a) Snip Nutrigenomics encourages Affiliates to obtain insurance coverage for their Snip Nutrigenomics business. A homeowner's insurance policy does not cover business-related injuries, or the theft of, or damage to, inventory or business equipment. Affiliates should contact their insurance agent to make certain their business property is protected. In many instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

## **6.0 POLICY VIOLATIONS**

### **6.1 Reporting Policy Violation**

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

### **6.2 Adherence to Laws and Ordinances**

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

### **6.3 Compliance with Applicable Income Tax Laws**

- a) An Affiliate accepts sole responsibility for and agrees to pay all federal, state, provincial, and local taxes on any income generated as an Affiliate, and further agrees to indemnify Snip Nutrigenomics from any failure to pay such taxes when due. Snip Nutrigenomics encourages Affiliates to consult with his/her/its tax advisor(s) to ensure they are compliant with all applicable laws and understand your tax consequences as an independent contractor. At the end of each calendar year, Snip Nutrigenomics will issue to each Snip Nutrigenomics Affiliate IRS Form 1099, or other applicable documentation required by law, for non-employee compensation of a Snip Nutrigenomics Affiliate.
- b) If an Affiliate's business is tax-exempt, the Federal Tax-ID (EIN) must be provided to Snip Nutrigenomics in writing along with any additional documentation requested reflecting such status.
- c) Snip Nutrigenomics is required to charge and remit sales tax to the various states or provinces based on the retail price, including receipt of trips, prizes, or awards in the amount of \$600.00 or more.

#### **6.4 One Snip Nutrigenomics Business Affiliate**

- a) An Affiliate may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Snip Nutrigenomics Account.

#### **6.5 Actions of Household Members or Affiliated Parties**

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

#### **6.6 Identification Numbers and Pay-Out**

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

#### **6.7 Sell, Assign, or Delegate Ownership**

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

## **6.8 Separating a Snip Nutrigenomics Business**

- a) Pending a divorce or dissolution of a Business Entity, the parties must adopt one of the following methods of operation:
  - (i) One of the parties may, with the written consent of the other(s), operate the Snip Nutrigenomics business whereby the relinquishing Spouse, shareholder, partner, member, or trustee ("Relinquishing Party") authorize Snip Nutrigenomics to deal directly and solely with the non-Relinquishing Party.
  - (ii) The parties may continue to operate the Snip Nutrigenomics business jointly on a "business as usual" basis. All commissions paid by Snip Nutrigenomics will be paid into the Individual(s) or Business Entity named as the Affiliate on the Account and the Affiliate shall indemnify Snip Nutrigenomics from any and all claims of any other party with respect to the Snip Nutrigenomics business and Account and any payment(s) made in connection therewith.

- b) Snip Nutrigenomics recognizes only one Referral Organization and will issue only one commission payment transfer per Snip Nutrigenomics Account per commission cycle. Under no circumstances will the referrals of an Organization be divided, nor will Snip Nutrigenomics split commissions.
- c) If a Relinquishing Party, has completely relinquished, in writing, all rights to the original Snip Nutrigenomics business and Account, the Relinquishing Party may immediately thereafter re-enroll under the Referrer of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Affiliate or active Customer in the former Organization, and must develop a new business in the same manner as any other new Snip Nutrigenomics Affiliate

## **6.9 Succession**

- a) The Affiliate Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- b) Upon the death or incapacity of an Affiliate, the Affiliate's business may be passed on to his or her legal successors in interest ("Successor"). Whenever a Snip Nutrigenomics business is transferred by a will or other testamentary process, the successor acquires the right to collect all commissions of the deceased Affiliate's Referral Organization. The Successor must:
  - (i) Accept and agree to all the terms of the Affiliate Agreement;
  - (ii) Comply with the terms and provisions of the Affiliate Agreement.
- c) Any commissions transferred pursuant to this section will be paid in a single transfer to the successor. The successor must provide Snip Nutrigenomics with an "address of record" to which all commission Pay-Out will be sent.
- d) If the business is bequeathed to joint devisees, they must form a Business Entity and acquire a Federal Tax ID (EIN). Snip Nutrigenomics will issue all commission payments to the managing Business Entity only.
- e) Appropriate legal documentation must be submitted to the Snip Nutrigenomics Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Snip Nutrigenomics business, the Successor must provide the following to the Snip Nutrigenomics Compliance Department:
  - (i) A certified copy of the death certificate; and
  - (ii) A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the Snip Nutrigenomics business.
- f) To complete a transfer of the Snip Nutrigenomics business because of incapacity, the Successor must provide the following to the Snip Nutrigenomics Compliance Department:
  - (i) A notarized copy of an appointment as trustee;

- (ii) A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Snip Nutrigenomics business; and
  - (iii) An Affiliate Agreement accepted and agreed to by the trustee in writing.
- g) If the Successor is already an existing Affiliate, Snip Nutrigenomics will allow such Affiliate to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Affiliate must sell or transfer either the existing position or the inherited position.
- h) If the Successor wishes to terminate the Snip Nutrigenomics position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.

## **7.0 DISCIPLINARY ACTIONS**

### **7.1 Imposition of Disciplinary Action - Purpose**

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

### **7.2 Consequences and Remedies of Breach**

- a) Disciplinary actions may include one or more of the following:
- (i) Monitoring an Affiliate's conduct over a specified period of time to assure compliance;
  - (ii) Issuance of a written warning or requiring the Affiliate to take immediate corrective action;
  - (iii) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Snip Nutrigenomics receives adequate additional assurances from the Affiliate to ensure future compliance;
  - (iv) Suspension from participation in Snip Nutrigenomics or Affiliate events;
  - (v) Suspension of the Affiliate's Account and position for one or more pay periods;
  - (vi) Involuntary termination of the Affiliate's Account and position;
  - (vii) Any other measure which Snip Nutrigenomics deems feasible and appropriate to justly resolve injuries caused by the Affiliate's violation(s); or

- (viii) Legal proceedings for monetary or equitable relief.

### 7.3 Suspension Procedures

- a) First Violation: Counseling and initial warning letter. A first violation usually occurs because the Affiliate is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for Compliance to bring to the attention of the Affiliate the Policies and Procedures and the specific violation, and to provide counseling on complying with the Policies and Procedures and applicable laws. Compliance Department will also describe expectations and steps the Affiliate must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations. Within three (3) days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to the 2nd Violation notice described below.
- b) Second Violation: Second warning letter and temporary suspension. Although it is hoped that the Affiliate will promptly correct the violation(s), Snip Nutrigenomics recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations and will prompt a suspension of the Affiliate's account. During the suspension period, the Affiliate waives any and all rights to Pay-Out of any commissions and must submit a signed reinstatement letter wherein the Affiliate acknowledges the violation(s) and describes the steps taken to correct the violation(s). Once the reinstatement letter is accepted by Snip Nutrigenomics, the suspension will be lifted, and the Affiliate will be able to request a Pay-Out. The Affiliate may be subject to additional discipline up to and including termination if the violation is not cured or further violation(s) occur.
- c) Third Violation: Suspension and final written warning. Repeated violation(s) of the Policies and Procedures is very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Affiliate and forfeiture of commissions associated with the offending Affiliate's Account. The final written warning letter will include notification of such suspension, action needed to cure the violations(s), and an indication that if the Affiliate violates the Policies and Procedures again, the Affiliate will be terminated immediately.
- d) Fourth Violation: Termination. As described above, Snip Nutrigenomics will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final written warning, and suspension and commissions forfeiture before proceeding to termination of the Affiliate's Account. Snip Nutrigenomics will notify the Affiliate in writing if/when the Account is terminated.
- e) Snip Nutrigenomics reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, the Affiliate may be terminated without prior notice or disciplinary action, as authorized by the Policies and Procedures.

### 8.0 DISPUTE RESOLUTION



## 8.1 Grievances Against Another Affiliate

- a) If a Snip Nutrigenomics Affiliate has a grievance or complaint against another Affiliate regarding any practice or conduct relating to their respective Snip Nutrigenomics businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Snip Nutrigenomics Compliance Department as outlined below in this Section.
- b) The Snip Nutrigenomics Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Affiliates involved.
- c) Snip Nutrigenomics will confine its involvement to disputes regarding Snip Nutrigenomics business matters only. Snip Nutrigenomics will not decide issues that involve personality conflicts or unprofessional conduct by or between Affiliates outside the context of a Snip Nutrigenomics business. These issues go beyond the scope of Snip Nutrigenomics and may not be used to justify a Referrer change or a transfer to another Snip Nutrigenomics Organization.
- d) Snip Nutrigenomics does not consider, enforce, or mediate third-party agreements between Affiliates, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- e) Process for Grievances:
  - (i) The Affiliate should submit a letter of complaint via email directly to the Snip Nutrigenomics Compliance Department at [compliance@snipnutrition.com](mailto:compliance@snipnutrition.com). The letter shall set forth the details of the incident as follows:
    - A. The nature of the violation;
    - B. Specific facts to support the allegations;
    - C. Dates;
    - D. Number of occurrences;
    - E. Persons involved; and
    - F. Supporting documentation.
  - (ii) Upon receipt of the written complaint, Snip Nutrigenomics will conduct an investigation according to the following procedures:
    - A. The Compliance Department will send an acknowledgment of receipt to the complaining Affiliate.
    - B. The Compliance Department will provide a verbal or written notice of the allegation to the Affiliate under investigation. If a written notice is sent to the Affiliate, he or she will have 10 business days from the date of the

notification letter to present all information relating to the incident for review by Snip Nutrigenomics.

- C. The Snip Nutrigenomics Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
  - D. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Affiliate calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- f) Snip Nutrigenomics will make a final decision and timely notify the Snip Nutrigenomics Affiliate involved.

## **8.2 Mediation Disputes Between an Affiliate and Snip Nutrigenomics**

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

- i) Jurisdiction and venue of any controversy or claim brought under this mediation provision shall be in Collin County, Texas. The Parties further agree that the laws of the State of Texas shall govern all matters, claims, or controversy submitted to mediation pursuant to the Agreement.

### **8.3 Severability**

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

### **8.4 Waiver**

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

### **8.5 Governing Law**

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

### **8.6 Class Action Waiver**

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

- d) As an Affiliate and/or Customer, I understand that this means that there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action by me or Snip Nutrigenomics.

## **9.0 PAYMENT OF COMMISSIONS**

### **9.1 Commission Qualifications**

- a) An Affiliate must be active and in compliance with the Affiliate Agreement and all Snip Nutrigenomics-issued guidelines and policies implemented to qualify for commissions. So long as an Affiliate complies with the terms and conditions set forth in the Affiliate Agreement, Snip Nutrigenomics shall pay commissions to such Affiliate in accordance with the Commission Program and any amendments thereto.
- b) Snip Nutrigenomics reserves the right to postpone commission payments until such time the cumulative amount exceeds \$25.00.

### **9.2 Computation of Commissions and Discrepancies**

- a) In order to qualify to receive commissions, an Affiliate must be in good standing and comply with the terms of the Affiliate Agreement. Commissions are calculated on a weekly basis.
- b) A Snip Nutrigenomics Affiliate must review his or her monthly statement and commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the thirty (30) day "grace period" no additional requests will be considered for commission recalculations.
- c) For additional information on payment of commissions, please review the Commission Program.

### **9.3 Adjustments to Commissions for Returned Products**

- a) An Affiliate receives commissions based on the actual sales of Snip Nutrigenomics products and services to end consumers and to Affiliates through product and service purchases. When a product or service is returned to Snip Nutrigenomics for a refund from the end consumer or by an Affiliate, the commissions attributable to the returned product or service will be deducted from the Affiliate who received commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.
- b) In the event that an Affiliate terminates his or her Snip Nutrigenomics Account, and the amounts of the commissions attributable to the returned products or services have not yet been fully recovered by Snip Nutrigenomics, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Snip Nutrigenomics to the terminated Affiliate.

## **10.0 ORDERING PRODUCT**

### **10.1 General Product Ordering Policies**

- a) Snip Nutrigenomics requires that Affiliates use their own credit cards and not allow others to use them. An Affiliate shall not use another Affiliate's or Customer's credit card or debit account to enroll in Snip Nutrigenomics or purchase products, services, or Subscription.
- b) Regarding an order with an invalid or incorrect payment, Snip Nutrigenomics will attempt to contact the Affiliate by phone, mail, and/or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of ten (10) business days, the order will be canceled.
- c) Prices are subject to change without notice.
- d) An Affiliate or Customer who is a recipient of a damaged or incorrect order must notify Snip Nutrigenomics within thirty (30) calendar days from receipt of the order and follow the steps as set forth in these Policies and Procedures, along with the Return/Exchange Policies and any other guidelines pertaining to product returns and exchanges.

## 10.2 Sales to Customers

- a) Affiliates will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded consumers under applicable consumer protection legislation.

## 10.3 Insufficient Funds

- a) All electronic payments that are declined for insufficient funds will be automatically resubmitted for payment.
- b) Any outstanding balance owed to Snip Nutrigenomics by an Affiliate or Customer of an Affiliate from NSF (non-sufficient funds) or insufficient fund ("ACH") fees, will be withheld by Snip Nutrigenomics from that Affiliate's future commission funds.
- c) All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Affiliate, constitute grounds for disciplinary sanctions or termination of the account.
- d) If a credit card order or automatic debit is declined the first time, the Customer or Affiliate will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a second time, the Customer or Affiliate may be deemed ineligible to purchase Snip Nutrigenomics products or services or participate in the monthly Subscription. **Note: Participation by Affiliates in Snip Nutrigenomics' monthly (or other recurring schedule option) Subscription, which is a recurring product order program, is entirely optional and is not required in order to become an Affiliate, or otherwise, fully participate in the Commission Program.**

## 10.4 Credit Card Purchases

- a) Credit card purchases may only be made by the individual or Business Entity whose name and address are on the credit card. An Affiliate or Customer may not use another individual's or Business Entity's credit card to purchase Snip Nutrigenomics products (regardless of whether that Affiliate/Customer has permission from that individual/entity to

do so). Snip Nutrigenomics considers such transactions fraudulent and will report them to the proper authorities for settlement.

- b) Under no circumstance will any Affiliate or Customer chargeback any credit card purchases. The Affiliate or Customer Account associated with any credit card chargeback request will be terminated immediately without notice to the Affiliate or Customer.
- c) All Affiliate or Customer requests for refunds or returns must be done in accordance with these Policies.

## **10.5 Sales Tax Obligation**

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

## **10.6 Refund Policy**

- a) Snip Nutrigenomics Customers:
  - (i) If within the first thirty (30) days from delivery you are not satisfied with the product you must contact [support@snipnutrition.com](mailto:support@snipnutrition.com) to return the unused portion of the product for a refund of the product purchase amount, minus shipping and handling charges incurred, a restocking fee equal to 30% of the original price of the product will be applied. Because Snip Nutrigenomics cannot guarantee the quality of Snip Nutrigenomics products that are sold to Customers by non-Affiliates, Snip Nutrigenomics Refund Policy is not available for products that Customers purchase from anyone other than an Affiliate or Snip Nutrigenomics directly or that are purchased in any unauthorized channel.
  - (ii) If you receive a product that is damaged or otherwise defective, you may return the product within thirty (30) days of receipt for a full refund or replacement product.
- b) Lab fees, DNA kits, data entry, reports, and/or any other electronically delivered products are non-refundable.
- c) Problems with Shipments: If within thirty (30) days of the reported expected product delivery date, an Affiliate does not notify [support@snipnutrition.com](mailto:support@snipnutrition.com) of a problem with the receipt of the Affiliate's order, including but not limited to, failure to receive the product, improper sealing, damage to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given.

- d) DNA Report Review: Reschedule requests must be made at least 24 hours before your appointment by emailing [support@snipnutrition.com](mailto:support@snipnutrition.com) and providing your name, order number, and date/time of your appointment. *Please do not use the automated Calendly cancel/reschedule link that is populated in the auto-delivered email.* Appointments joined after 10 minutes from the beginning of the appointed time will be considered no-shows and may not be rescheduled or refunded.
- e) All purchases are charged and refunded in U.S. Dollars. All returns, refunds, and exchanges will also be refunded or exchanged in U.S. Dollars. Snip Nutrigenomics is not responsible for fluctuating exchange rates.

## **10.7 Return Process**

- a) All returns, whether by a Customer, or Affiliate, must be made as follows:
  - (i) Obtain a Return Merchandise Authorization (“RMA”) from Snip Nutrigenomics by contacting [support@snipnutrition.com](mailto:support@snipnutrition.com) and submit a request;
  - (ii) Ship items to the address provided by Snip Nutrigenomics customer service when you receive your RMA;
  - (iii) Provide a copy of the sales receipt or invoice with the returned product. Such invoice must reference the RMA and include the reason for the return;
  - (iv) Ship product back in the original manufacturer’s box exactly as it was delivered;
  - (v) All returns must be shipped to Snip Nutrigenomics pre-paid, as Snip Nutrigenomics does not accept shipping collect packages. Snip Nutrigenomics recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer or Affiliate. If the returned product is not received at the address provided on the RMA, it is the responsibility of the Customer or Affiliate to trace the shipment of the product wherein no credit will be applied. SNiP Nutrigenomics does not pay for the cost of return shipping.

## **11.0 PROPRIETARY INFORMATION & TRADE SECRETS**

### **11.1 Reports**

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

### **11.2 Obligation of Confidentiality**

- a) During the term of the Snip Nutrigenomics Affiliate Agreement and for a period of two (2) years after the termination or expiration of the Affiliate Agreement between the Affiliate and Snip Nutrigenomics, the Affiliate shall not:

- (i) Use the information in the Reports to compete with Snip Nutrigenomics or for any purpose other than promoting his or her Snip Nutrigenomics business;
- (ii) Use or disclose to any person or entity any confidential information contained in the reports, including disclosure or use to replicate or attempt to replicate the Affiliates' Referral Organization genealogy in another affiliate marketing Snip Nutrigenomics.

### **11.3 Breach and Remedies**

- a) The Affiliate acknowledges that the Reports and other confidential and proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Snip Nutrigenomics and to independent Snip Nutrigenomics businesses. Snip Nutrigenomics and its Affiliates will be entitled to injunctive relief and/or to recover damages against any Affiliate who violates his or her obligations in section 11.2 in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs, and expenses in addition to any award of damages.

### **11.4 Return of Materials**

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

## **12.0 PRIVACY POLICY**

### **12.1 Introduction**

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

### **12.2 Expectation of Privacy**

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

### **12.3 Employee Access to Information**



- a) Snip Nutrigenomics limits the number of employees who have access to Customers' and Affiliates' nonpublic personal information.

#### **12.4 Restrictions on the Disclosure of Account Information**

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

### **13.0 PRODUCT INSPECTION, QUALITY CONTROLS, ADVERTISING, PROMOTIONAL MATERIAL, USE OF SNIP NUTRIGENOMICS NAMES AND TRADEMARKS**

#### **13.1 Inspection, Product Care, and Quality Controls**

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

#### **13.2 Labeling, Packaging, and Displaying Products**

- a) A Snip Nutrigenomics Affiliate and/or Customer may not re-label, re-package, refill or alter labels of any Snip Nutrigenomics product, or service, information, materials, or program(s) in any way. Snip Nutrigenomics products must only be sold in their original containers from Snip Nutrigenomics. Such re-labeling or re-packaging violates federal law, which may result in criminal or civil penalties or liability.
- b) An Affiliate may sell Snip Nutrigenomics products and services and display the Snip Nutrigenomics trade name at any appropriate display booth (such as trade shows, expositions, conferences, etc.) with the express written consent of Snip Nutrigenomics
- c) Snip Nutrigenomics reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services.

#### **13.3 Use of Snip Nutrigenomics Names and Protected Materials**

- a) A Snip Nutrigenomics Affiliate must safeguard and promote the good reputation of Snip Nutrigenomics and the products and services it markets. The marketing and promotion of

Snip Nutrigenomics and Snip Nutrigenomics products and services will be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct and practices.

- b) All promotional materials supplied or created by Snip Nutrigenomics must be used in their original form and cannot be changed, amended, or altered, except with prior written approval from the Snip Nutrigenomic Compliance Department.
- c) The name of Snip Nutrigenomics, each of its product and service names, and other names that have been adopted by Snip Nutrigenomics, in connection with its business are proprietary trade names, trademarks, and service marks of Snip Nutrigenomics. As such, these marks are of great value to Snip Nutrigenomics and are supplied to Affiliates for their use only in an expressly authorized manner.
- d) A Snip Nutrigenomics Affiliate's use of the name "Snip Nutrigenomics" is restricted to protect Snip Nutrigenomics proprietary rights, ensuring that the Snip Nutrigenomics protected names will not be lost or compromised by unauthorized use. Use of the Snip Nutrigenomics name on any item not produced by Snip Nutrigenomics is prohibited except as follows:
  - (i) [Affiliate's name] Independent Snip Nutrigenomics Affiliate.
  - (ii) [Affiliate's name] Independent Affiliate of Snip Nutrigenomics products and services.
- e) Further procedures relating to the use of the Snip Nutrigenomics name are as follows:
  - (i) All stationary (i.e., letterhead, envelopes, and business cards) bearing the Snip Nutrigenomics name or logo intended for use by the Snip Nutrigenomics Affiliate must be submitted via email to the Snip Nutrigenomics Compliance Department for approval. Submit to: [compliance@snipnutrition.com](mailto:compliance@snipnutrition.com).
  - (ii) Snip Nutrigenomics Affiliates may list "Independent Snip Nutrigenomics Affiliate" in the white pages of the telephone directory under his or her own name.
  - (iii) Snip Nutrigenomics Affiliates may not use the name Snip Nutrigenomics in answering his or her telephone, creating a voice message, or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent Snip Nutrigenomics Affiliate."
- f) Certain photos and graphic images used by Snip Nutrigenomics in its advertising, packaging, and websites are the results of paid contracts with outside vendors that do not extend to Affiliates. If an Affiliate wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- g) A Snip Nutrigenomics Affiliate shall not appear on or make use of television or radio or make use of any other media to promote or discuss Snip Nutrigenomics or its programs, products, or services without prior written permission from the Snip Nutrigenomics Compliance Department.
- h) An Affiliate may not produce for sale or distribution any Snip Nutrigenomics event or speech, nor may an Affiliate reproduce Snip Nutrigenomics audio or video clips for sale or

for personal use without prior written permission from the Snip Nutrigenomics Compliance Department.

- i) Snip Nutrigenomics reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Affiliate.
- j) Claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by Snip Nutrigenomics may not be made except those contained in official Snip Nutrigenomics literature. In particular, no Affiliate may make any claim that Snip Nutrigenomics products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such unsubstantiated claims violate Snip Nutrigenomics policies, but they also potentially violate federal and provincial laws and regulations.
- k) An Affiliate and/or Customer may not make any unsubstantiated claims regarding products or services of any products offered by Snip Nutrigenomics, except those contained in official Snip Nutrigenomics literature.

#### **13.4 Faxes and E-mail - Limitations**

- a) Except as provided in this section, an Affiliate may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages, or “spamming” that advertises or promotes the operation of his or her Snip Nutrigenomics business. The exceptions are:
  - (i) E-mailing any person who has given prior permission or invitation;
  - (ii) E-mailing any person with whom the Affiliate has established a current business or personal relationship.
- b) In all states or the U.S. or International territories where prohibited by law, an Affiliate may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer, or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- c) All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
  - (i) A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
  - (ii) A clear return path or routing information;
  - (iii) The use of legal and proper domain name;

- (iv) A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
  - (v) Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
  - (vi) The true and correct name of the sender, valid sender's fax or e-mail address, and a valid sender physical address;
  - (vii) The date and time of the transmission; and
  - (viii) Upon notification by the recipient of his or her request not to receive further faxed or e-mailed documents, a Snip Nutrigenomics Affiliate shall not transmit any further documents to that recipient.
- d) All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
- (i) Use of any third-party domain name without permission; and
  - (ii) Sexually explicit materials.

### **13.5 Internet and Third-Party Website Restrictions**

- a) An Affiliate and/or Customer is permitted to create or register a third-party website in order to promote, sell or advertise their Snip Nutrigenomics business. An Affiliate and/or Customer is prohibited to use or attempt to register any of Snip Nutrigenomics' trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Snip Nutrigenomics name, or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.
- b) A Snip Nutrigenomics Affiliate and/or Customer may not (directly or indirectly through any intermediary or instrumentality) advertise, offer for sale, or facilitate the offering for sale of any Snip Nutrigenomics products or services or offer the Business Opportunity on any online auction websites, internet retailer sites, or online marketplace websites. Examples of such sites include, but are not limited to, eBay®, Amazon, Facebook Marketplace, Sears.com, Jet.com, Walmart.com, and Etsy. This obligation survives the termination of an Affiliate's Agreement with Snip Nutrigenomics.
- c) Social Media sites may be used to sell or offer to sell Snip Nutrigenomics products or services. PROFILES An AFFILIATE OR CUSTOMER GENERATES IN ANY SOCIAL COMMUNITY WHERE SNIP NUTRIGENOMICS IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE AFFILIATE AS AN INDEPENDENT SNIP NUTRIGENOMICS AFFILIATE, and when an Affiliate and/or Customer participates in those communities, Affiliates and/or Customers must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at Snip Nutrigenomics' sole discretion, and the offending Affiliate and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Snip Nutrigenomics

approved library, official Snip Nutrigenomics website, or social media outlet. If a link is provided, it must link to the posting Affiliate's Replicated website.

- d) Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Affiliates will be subject to disciplinary action.
- e) Affiliates and/or Customers may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Affiliates or Customers create, or leave must be useful, unique, relevant, and specific to the blog's article.
- f) Affiliates and/or Customers must disclose their full name on all Social Media postings, and conspicuously identify themselves as an Independent Snip Nutrigenomics Affiliate for Snip Nutrigenomics. Anonymous postings or the use of an alias is prohibited.
- g) Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Snip Nutrigenomics business opportunity or income therewith, Snip Nutrigenomics' products and services, and/or your biographic information and credentials.
- h) Affiliates and/or Customers are personally responsible for their postings and all other online activity that relates to Snip Nutrigenomics. Therefore, even if an Affiliate does not own or operate a blog or Social Media site, if an Affiliate and/or Customer posts to any such site that relates to Snip Nutrigenomics or which can be traced to Snip Nutrigenomics, the Affiliate is responsible for the posting. Affiliate and/or Customer are also responsible for postings that occur on any blog or Social Media site that the Affiliate and/or Customer owns, operates, or controls.
- i) As a Snip Nutrigenomics Affiliate, it is important to not converse with any person who places a negative post against you, other Affiliates, or Snip Nutrigenomics. Report negative posts to Snip Nutrigenomics at [support@snipnutrition.com](mailto:support@snipnutrition.com). Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Snip Nutrigenomics, and therefore damages the reputation and goodwill of Snip Nutrigenomics.
- j) The distinction between a Social Media site and a website may not be clear-cut because some Social Media sites are particularly robust, Snip Nutrigenomics, therefore, reserves the sole and exclusive right to classify certain Social Media sites as third-party websites which are herein prohibited.
- k) If your Snip Nutrigenomics business is canceled for any reason, you must discontinue using the Snip Nutrigenomics name, and all of Snip Nutrigenomics' trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent Snip Nutrigenomics Affiliate, you must conspicuously disclose that you are no longer an Independent Snip Nutrigenomics Affiliate.
- l) Failure to comply with these Policies for conducting business online may result in the Affiliate losing their right to advertise and market Snip Nutrigenomics products, services, and Snip Nutrigenomics' business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.

- m) Affiliates are prohibited from selling Snip Nutrigenomics products to individuals or entities that they know or should know, intend to resell the products. Affiliates must sell Snip Nutrigenomics products only to end-user customers, and Affiliates shall not sell to any person any quantity of Snip Nutrigenomics products greater than that generally purchased by an individual for personal use. Affiliates must take reasonable steps to ensure that they do not violate these prohibitions.

### **13.6 Advertising and Promotional Materials**

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

### **13.7 Testimonial Permission**

- a) By agreeing to the Snip Nutrigenomics Affiliate Agreement, an Affiliate gives Snip Nutrigenomics permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio, and video. In consideration of being allowed to participate in the Snip Nutrigenomics business opportunity, an Affiliate waives any right to be compensated for the use of his or her testimonial or image and likeness even though Snip Nutrigenomics may be paid for items or sales materials containing such image and likeness and represents that any testimonial represents Affiliate's current, original, honest opinion, thoughts, beliefs, findings or experiences, based on Affiliate's actual experience with Snip Nutrigenomics and any stated use of Snip Nutrigenomics products and/or services, and agrees to notify Affiliate immediately of any changes in the views expressed in the testimonial. In some cases, an Affiliate's testimonial may appear in another Affiliate's advertising materials. If an Affiliate does not wish to participate in Snip Nutrigenomics sales and marketing materials, he or she should provide a written notice to the Snip Nutrigenomics Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising, or recordings of annual events.

### 13.8 Telemarketing - Limitations

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

- h) By enrolling as an Affiliate, or by accepting commissions or other payments from Snip Nutrigenomics, an Affiliate gives permission to Snip Nutrigenomics and other Affiliates to contact them as permitted under the Federal Do Not Call regulations.
- i) In the event an Affiliate violates this section, Snip Nutrigenomics reserves the right to institute legal proceedings to obtain monetary or equitable relief.

#### **14.0 SUBSCRIPTION CANCELLATION**

- a) To cancel or modify your Subscription at any time you may email [support@snipnutrition.com](mailto:support@snipnutrition.com). You can also modify or cancel your order at any time through your portal at [www.snipnutrition.com](http://www.snipnutrition.com). By selecting the "Subscription" option on the website, you are giving Snip Nutrigenomics authorization to enroll you in the automatic shipping program. Snip Nutrigenomics will ship your product directly to you. You are also authorizing Snip Nutrigenomics to charge your credit card for the products you have ordered on a monthly basis (or other recurring schedule options) without further warning or notification from Snip Nutrigenomics. You may cancel at any time without penalty by emailing [support@snipnutrition.com](mailto:support@snipnutrition.com). All Subscription cancellations must be performed or delivered to Snip Nutrigenomics within three (3) business days prior to your next shipment to guarantee cancellation of that shipment.

#### **15.0 SHIPPING POLICY**

- a) All orders are processed within 2-3 business days.
- b) Orders are not shipped or delivered on weekends or holidays.
- c) If Snip Nutrigenomics is experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.
- d) Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.
- e) Snip Nutrigenomics is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.
- f) Please save all packaging material and damaged goods before filing a claim.

### **GLOSSARY OF TERMS**

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

**ACCOUNT:** The secure and proprietary back-office associated with each Affiliate's Snip Nutrigenomics business and unique User ID where an Affiliate can access the Affiliate Agreement, the Commission Program, to ensure that they are eligible to receive commissions

**AFFILIATE AGREEMENT:** The most current version of the following along with any addendums or exhibits thereto: (i) Snip Nutrigenomics Policies and Procedures, and (ii) Snip Nutrigenomics Commission Program.



**AFFILIATE:** An individual or entity who actively promotes, markets, and sells Snip Nutrigenomics products for profit.

**COMMISSION PROGRAM:** The guidelines and referenced literature for describing how Affiliates can generate commissions.

**CUSTOMER:** Any person who purchases Snip Nutrigenomics products and does not enroll as a Snip Nutrigenomics Affiliate.

**OFFICIAL SNIP NUTRIGENOMICS MATERIAL:** Literature, audio or video recordings, photographs, intellectual property, and/or any other materials developed, printed, published, or distributed by Snip Nutrigenomics to Affiliates and/or Customers.

**REFERER:** An Affiliate who enrolls a Customer or other Affiliates into Snip Nutrigenomics and is listed as the Referrer.

**REFERRAL ORGANIZATION:** The Customers under an Affiliate.

## **ADDENDUM 1**

# **Snip Nutrigenomics Commission Program**

[https://admin.snipnutrition.com/media/documents/SNIP\\_Affiliate\\_Document\\_050123.pdf](https://admin.snipnutrition.com/media/documents/SNIP_Affiliate_Document_050123.pdf)

**ADDENDUM 2**  
**INCOME DISCLOSURE  
STATEMENT**

## **INCOME DISCLOSURE STATEMENT**

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

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