



## TERMS & CONDITIONS - POLICIES & PROCEDURES

The Policies and Procedures of American Dream Nutrition, LLC contained herein were established to explain and define the rights and responsibilities of American Dream Nutrition, LLC and its Independent Representatives. Each Independent Representative agrees, without reservation, to all the terms and conditions contained herein. CODE OF CONDUCT DECLARATION

American Dream Nutrition, LLC (subsequently referred to as "ADN") has established the following code of conduct to guide the appropriate, efficient and ethical operation of ADN. We require our Independent Representatives and Customers to abide by the letter and spirit of this code that forms our contract with all registered parties of American Dream Nutrition, LLC.

I hereby make this Application to become an Associate or Independent Distributor (hereinafter collectively referred to as "Distributor" unless otherwise noted) of American Dream Nutrition, LLC, and I agree to the following: **I agree to receive email communications from ADN.**

**1. Agreement Authorization-** This Agreement shall be deemed in effect upon its receipt and acceptance by American Dream Nutrition, Inc., or its authorized agent(s) (hereinafter "ADN"). Upon acceptance of this Agreement, the Distributor is eligible to participate in the marketing, selling and distribution of ADN's products and services. The acceptance of this Agreement does not enact the sale of a distributorship or franchise and there are no exclusive territories for any Distributor. No application or franchise fees have been paid, nor is the Distributor acquiring any interest in any security by the acceptance of this Agreement. ADN reserves the right to accept or reject any Application.

**2. Legal Age-** The Distributor is of legal age for the state in which the Distributor resides. The Distributor may be an individual, company or corporation. A Social Security Number or Federal Tax Identification Number is required in order to process the Application.

**3. Independent Contractor-** The Distributor agrees that the Distributor is an independent contractor responsible for determining the Distributor's own business activities and time spent. The Distributor is not an agent, employee or legal representative of ADN. The Distributor shall not represent in any manner that the Distributor is an agent, employee or legal representative of ADN. The Distributor is responsible for the payment of all federal and state self-employment taxes and any other tax required under any federal, state and/or regulatory or taxing agency.

**4. Product or Service Orders-** Anyone can be a customer, a distributor, or a free affiliate member. Independent Distributors must maintain a monthly purchase of a product package at the Silver, Gold or Platinum Level in order to maintain their position in the company 2 X Infinity Plan and qualify for commissions. This includes, but is not limited to, nutritional supplements or products, a Personalized Website and Back-Office System, in order to be eligible to receive commissions and/or bonuses. If any Distributor does not maintain their monthly product purchase, they would not be eligible to earn commissions during the period they did not have a qualifying order. By maintaining a monthly qualifying order, every active distributor understands this secures the integrity of the plan for all members. Payment may be made by credit card unless otherwise specified. All forms of payment shall be made payable to "American Dream Nutrition, LLC." or its authorized agent(s), unless otherwise specified. It is the sole responsibility of the Distributor to have sufficient funds in any specified account and ADN is not responsible under any circumstances for overdraft or late charges incurred by the Distributor from his or her financial institution. Prices for products and/or services are subject to change without notice. Distributor agrees that the acceptance by ADN of personal checks or credit cards as a form of payment is for the convenience of the Distributor only. The Distributor also agrees to waive any and all rights to "stop payment" or to "charge back" said product and/or service orders and, that by signing this Agreement, the Distributor further agrees to submit this matter to ADN, and not the financial institution of the Distributor, for inquiries and/or -

resolution of issues related to the payment of product and/or services. All Distributors agree to follow AND'S Refund policy. In the event the Distributor initiates and/or effects a "stop payment" and/or "chargeback" for any product and/or service order. Distributor shall pay forthwith to ADN, or it's authorized agent(s), the sum of \$500.00, as liquidated damages, in addition to reasonable attorney's fees. Distributors who fail to purchase a monthly qualifying order (s) during any 30 day period will forfeit any commissions from their "downlines" or sales organization during any non-qualified month.

**5. Warranty Disclaimer**— ADN disclaims any express and/or implied warranties regarding any product and/or service including, but not limited to Implied Warranties of Merchantability or Fitness for a Particular Purpose. ADN's products are not represented as having any medical value and are not offered or intended as medicines or medical treatments for any disease or disorder, either physical or mental. Distributors are not authorized to make any diagnosis or prognosis of any medical condition and/or prescribe ADN's products to treat or cure any disease or condition, physical or mental, of any person.

**6. Stockpiling Prohibition**— ADN is based upon retail sales to the ultimate consumer. Distributors may purchase products for personal consumption, the sales of which are recognized as retail sales for end-user consumption for purposes of calculating commissions only. Distributors are prohibited from purchasing unreasonable amounts of products and inventory shall not be stockpiled and/or front-end loaded. With every product order, the Distributor certifies, explicitly and/or implicitly, that the Distributor has sold and/or used for personal consumption at least seventy percent (70%) of any and all product orders. Distributors must retain complete receipts of retail sales and provide them to ADN immediately upon request.

**7. Compensation Plan** - Commissions and/or bonuses are paid pursuant to the ADN Compensation Pay Plan which is incorporated by reference herein as though fully set forth at length. Weekly Fast Start Commissions and/or bonuses are paid every Monday, Wednesday and Friday in the week the commissions were earned. Monthly Commissions and bonuses will be paid on or before the 15th day of each month following the close of the month on which commissions were earned. **There is no guarantee of income, nor any assurance of profit, result or success, by a Distributor utilizing any or all programs and/or services of ADN or of any affiliated company or program.** No representations, warranties or guarantees, either oral or written, are given other than as otherwise stated in this Agreement. Response rates listed in promotional material are based upon statistical averages, provided for informational purposes only, and shall not be construed as a representation, warranty or guarantee of any particular result. Individual incomes earned by any Distributor are solely dependent upon his or her own efforts. The Distributor's income, if any, from any service and/or program will consist solely of commissions and business related to the sales and solicitation of product orders from the ultimate consumer.

**8. Processing Fees** - ADN reserves the right to assess a fee of up to three dollars (\$3.00) for the processing fee or cost incurred relative to processing commissions, statements, or Debit Card issuance. ADN further reserves the right to increase the price of products or shipping when it may become necessary. ADN may provide either online or paper downline information and or reports. These said reports and information is the proprietary interest of ADN and may contain private or confidential information. The Distributor shall not provide or disseminate said reports or statements, or any information contained therein, to any third party, directly or indirectly, nor use said reports or statements, or any information contained therein, to compete with ADN, directly or indirectly, in any business.

**9. Sponsor Responsibilities** - The Distributor is responsible for supporting the independent distributors that the Distributor sponsors into the business. Distributors shall maintain ongoing support to those Distributors in his or her commissionable matrix, "downline" or sales organization by way of any of the following methods: Personal contact; telephone communication; e-mail communication; written communication; and/or attendance at ADN sponsored meetings. Also, sponsoring of family members, of legal age, is allowed.

**10. Changing Sponsors** - Changing sponsors is not allowed except when the six (6) immediate "upline" Distributors provide notarized written authorization or upon cancellation of this Agreement and "reactivation" under a different sponsor. Any Distributor who cancels this Agreement shall not be eligible to become a Distributor again for a period of at least three (3) consecutive calendar months and upon written approval by ADN.

**11. Transfer of Distributorship-** An ADN distributorship can be transferred, assigned, sold, bequeathed or conveyed upon written application by the Distributor and upon written acceptance by ADN.

**12. Ethics-** Distributors shall always conduct themselves in a manner which is lawful and also reflects the highest standards of honesty, integrity, courtesy, professionalism and propriety towards ADN, its Distributors and the public. ADN will not permit or tolerate any activity or conduct from its Distributors which is unprofessional, dishonest, discourteous, unethical, illegal, improper or provides the appearance of impropriety. ADN will intercede when said activity or conduct is suspected and reserves the right to use its best judgment in deciding whether certain activities or conduct fall within the proscribed activities or conduct and, if so determined by ADN, to act accordingly including, but not limited to, providing cause or grounds for termination of the Agreement by ADN.

**13. Media Inquiries -** To maintain accuracy and a consistent image, it is required that all media inquiries (including radio, television, and print publication) be referred directly to and/or approved by ADN.

**14. Names, Trademarks and Logos -** The names, trademarks, logos and any copyrighted material or literature of ADN can only be used with the written approval from ADN. Any approved use must also include that the Distributor is an independent distributor of ADN. Distributors also shall not repackage or relabel the products, services or programs of ADN under any other name or label.

**15. Promotional Materials -** A Distributor shall refrain from producing, selling, and/or using, for the purposes of advertising, promoting, or describing ADN goods and/or services, or other programs, written or recorded materials, or other materials and literature, which have not been approved or provided by ADN. The Distributor shall also not create, produce or distribute his or her own marketing literature or materials without the prior written approval of ADN. Misleading, erroneous or deceptive statements or representations made by a Distributor through advertising or any written or verbal communication will not be tolerated and will be considered cause or grounds for termination of the Agreement by ADN.

**16. Income Projections -** Distributors shall not make any false or misleading statements or income projections to any person or entity concerning ADN or its Compensation Pay Plan.

**17. No Governmental Endorsement -** No city, municipal, state or federal regulatory agency has reviewed, approved and/or endorsed any product, service or program of ADN. Distributors may not claim or represent that any governmental entity or agency has reviewed, approved or endorsed ADN's products, services or programs.

**18. Noncompetition Clause -** To maintain the integrity of ADN and its members, a Distributor may not promote, sell, cross-sponsor and/or cross-sell, a service, product or program competing with ADN to any Distributor of the ADN organization during the term of this Agreement.

**19. Auto Delivery Authorization -** Distributors participating in the "auto delivery" program are part of an automatic monthly purchasing program of ADN for their monthly nutritional product order. Distributors participating in the "auto delivery" program agree to abide by the terms and conditions of the "auto delivery authorization" on the face page of this Agreement which is incorporated by this reference herein as though fully set forth at length.

**20. Fees For Nonsufficient Funds –** If a member's Credit Card And/Or Debit Card "Declines"- It is the sole responsibility of the Distributor to have sufficient funds in any specified account. To cover bank costs, service charges and/or company costs handling of credit card and/or debit card "declined" transactions, ADN may charge up to \$15.00 for the handling of any transaction that involves "multiple declines" and/or its equivalent.

**21. Cancellation of Agreement -** This Agreement may be cancelled by the Distributor or ADN at any time and/or for any reason upon providing the other party thirty (30) days written notification of cancellation. E-mail notification from Distributors will be accepted as a formal written notification under this provision. Any violation of the Terms and Conditions of this Agreement shall be deemed to be a default under this Agreement and grounds or cause for termination by ADN without recourse by the Distributor. Cancellation or termination shall not cancel any debt to

ADN that the Distributor may owe to ADN, but will result in the forfeiture of the Distributor's "downline" or sales organization and/or any and all rights to commissions and/or other benefits or services from ADN.

**22. Refund Policy** – ADN has a 100% money back guarantee policy on all products for retail customers only. Distributors shall refund the product purchase price to the retail customer immediately upon request. ADN will replace said returned product(s) to the Distributor upon receipt by ADN of the returned product(s), documentation of the return date and refund to the retail customer, and the customer's name, address and telephone number. Distributors are not considered retail customers for purposes of this policy. **Distributors may return to ADN only their last processed and shipped monthly product order within thirty (30) days of purchase, based on the charge date, in its original sealed and resalable condition only, for a refund.** A ten percent (10%) restocking charge is applicable and shipping and handling charges are not refundable. Commissions and/or bonuses, if any, for which the Distributor would have been eligible to receive for the product(s) returned shall be deducted from any amount owed to the Distributor under the company's product return policy. Product(s) must be returned at the expense of the Distributor. **Any and all marketing services and/or sales aids including, but not limited to Back-Office System, Auto Responder Sponsoring System, Co-Op Advertising, Auto Responder Leads, Print & Mail Services, post cards, brochures, marketing "flyers," Retail By The Case products, mailing lists or name labels, sample packets, Distributorship Application & Agreement forms, business cards, and/or marketing material are not eligible for a refund under any circumstances once payment is accepted by ADN, or its authorized agent.**

**23. Indemnification Agreement** - The Distributor agrees to indemnify, hold harmless and defend ADN from any and all claims, actions, expenses, obligations, liabilities, and damages, including costs, expert witness fees and attorney's fees, resulting from or arising out of the Distributor's statements, representations, actions, conduct, acts and/or omissions, intentional or negligent, or those statements, representations, actions, conduct, acts and/or omissions, intentional or negligent, by any independent distributor in the Distributor's matrix, "downline" or sales organization in furtherance of the business activities of ADN or its Distributors.

**24. Binding Arbitration** - The Distributor agrees that this Agreement shall be governed in all respects by Kansas law. Any dispute, claim or action between the Distributor and ADN arising out of or relating in any way to the business activities of ADN, or the distributorship of the Distributor, shall be subject to final, non-appealable, binding arbitration to be submitted for resolution to the American Arbitration Association (AAA), except as relating to collection actions referenced in Paragraph 20 above. I UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THIS BINDING ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO TRIAL BY JURY. In the event of a conflict concerning the rules and procedures between Kansas law and the AAA, then California law shall prevail and be applicable. Exclusive jurisdiction and venue over any claim, action or dispute by or between the Distributor and ADN, except as relating to collection actions referenced above in Paragraph 20, shall be in the State of Kansas. The Distributor further consents and hereby submits to personal jurisdiction in the State of Kansas. Any Arbitration Award may be registered in a Mitchel County Municipal or Superior Court for the State of Kansas for entry of judgment. Each party shall be responsible for his, her and/or its own costs of suit, arbitrator's fees, expert witness fees and/or attorney's fees, except as relating to collection actions referenced above in Paragraph 20.

**25. Limitation of Liability** – ADN is not responsible, for any reason, intentional, negligent and/or for reasons beyond the control of ADN for damages, costs, and/or expenses, including, but not limited to, loss of business opportunities, and/or commission payments, due to processing any and all Agreements, orders, services, payments or commissions and/or delays incurred therein.

**26. Validity of Agreement** - If any part of this Agreement is deemed to be illegal, invalid or unenforceable, for any reason, the remaining portion(s) of this Agreement shall remain in full force and effect.

**27. Photocopy, Electronic or Facsimile Copy** - A photocopy, electronic (i.e., e-mail, e-commerce, and/or Internet Web Site) and/or facsimile copy of this Agreement may be used, for all purposes, as if it were an original, executed Agreement.

**28. Amendments** - This Agreement, the Policies and Procedures Manual, and the Compensation Pay Plan of ADN, incorporated by reference herein as though fully set forth at length, constitutes the entire Agreement between the Distributor and ADN and no other additional provisions or representations of any kind shall be valid unless in writing signed by an authorized representative of ADN. In order to maintain a viable marketing support services company, ADN may provide additional Policies and Procedures and/or specifically reserves the right to make any amendments or adjustments it deems necessary with respect to the Terms and Conditions, Policies and Procedures, Compensation Pay Plan, customer services and/or prices. Any such changes are incorporated as part of the Agreement between ADN and the Distributor and shall upon notice to the Distributor become a binding part of this Agreement. Copyright 2019 American Dream Nutrition, LLC.