

**NEWAGE™**

---

# **Policy Manual & Brand Partner Agreement**

June 2021

# Key Information

---

## Corporate Headquarters

2420 17th Street Suite 220  
Denver, CO 80202-2507

## Corporate Office & Manufacturing Facility

737 E 1180 S  
American Fork, UT 84003

## Corporate Mailing Address

P.O. Box 4000  
Orem, UT 84059

## Telephone & Fax Numbers

Corporate Office	801-234-1000 & 801-813-3000
English Customer Service	800-445-2969
Retail Customer Service	888-869-9254
Canadian Customer Service	800-445-3898
Chinese Customer Service	888-545-0304
Spanish Customer Service	800-445-8933
Commissions	888-412-6664
Corporate Fax	801-234-1001
NewAge Fax	800-445-3734
Customer Service Fax	801-234-1007
Compliance Fax	801-431-5825
Data Entry Customer Service Fax	801-234-2847

## Customer Service Emails

Customer Service Email	Support@NewAge.com
Compliance Email	Compliance@NewAge.com
Commissions Email	Commissions@NewAge.com
Data Entry Email	Agreements@NewAge.com

## Customer Service Hours

Monday through Friday  
7a.m. – 7 p.m. (MT)

## Trademarks

Trademarks owned by NewAge, Inc, and its subsidiaries include but are not limited to the following:

Tahitian Noni®, Morinda®, Ariix®, Moa®, Puritii®, TeMana®, Slenderiiz®, Slenderiix™, LIMU®, BLU FROG®, HIRO® (word and figure), Nucernity®, Skincerity®, 'NHANCED®, TrūAge®, Giving Greens®, Lucim™, and Jouve®.

# Introduction

---

Thank you for reading this Policy Manual. This Policy Manual (in its present form and as amended by NewAge, Inc. [hereafter “NewAge” or the “Company”]) are incorporated into, and form an integral part of, the NewAge Brand Partner Agreement. It is the responsibility of each Brand Partner to read, understand, adhere to, and ensure that they are aware of and operating under this Policy Manual. This manual outlines legally binding policies and procedures that must be followed to 1) establish a NewAge Brand Partner account; 2) order, purchase, sell, and return NewAge products; 3) enroll new NewAge Brand Partners and Customers; 4) earn income from sales of NewAge products; 5) manage a NewAge Brand Partner account; 6) assist Brand Partners in building and protecting their businesses; 7) protect NewAge and its Brand Partners from legal and regulatory risks; 8) establish standards of acceptable behavior; 9) set forth the rights, privileges and obligations of NewAge and its Brand Partners; and 10) define the relationship between NewAge and its Brand Partners.

If you have a question regarding any policy in this manual, please write to the NewAge Global Compliance Department (NewAge Compliance) at P.O. Box 4000, Orem, UT, 84059, or e-mail [Compliance@NewAge.com](mailto:Compliance@NewAge.com). Please include the applicable Brand Partner account ID# in the subject line of the email. NewAge Brand Partners should seek advice from their professional advisors about legal, financial, tax, entity structure, and other professional matters and should not rely on any such opinions given by NewAge.

# Contents

---

<i>Key Information</i>	<b>i</b>
<i>Intro</i>	<b>iii</b>
<i>Bill of Rights for Brand Partners</i>	<b>01</b>
<i>Section 1 – Code of Conduct</i>	<b>03</b>
<i>Section 2 – Responsibilities &amp; Duties</i>	<b>10</b>
<i>Section 3 – Administration</i>	<b>28</b>
<i>Section 4 – Regulations &amp; Enforcement</i>	<b>48</b>
<i>Section 5 – Priveleges of Brand Partners</i>	<b>53</b>
<i>Section 6 – Rights of NewAge</i>	<b>54</b>
<i>Glossary</i>	<b>57</b>

# Bill of Rights for Brand Partners

---

*NewAge Brand Partners have the right to the following:*

## **To a Partners Council**

Each major NewAge market will have a Partners Council, which is a group of leading Brand Partners in that market who will advocate for the field of Brand Partners and act as the field's mouthpiece to NewAge. The Partners Council is the eyes and ears of the field and works hand in hand with NewAge to collaborate on big decisions affecting Brand Partners and customers.

## **To Work toward Becoming Part of the NewAge Founders Club in Order to Share in Additional Financial Incentives**

The NewAge Founders Club is the most prestigious and high-level ranking that a Brand Partner can achieve in NewAge. It is a group of top Brand Partners in each major market that consistently demonstrate elevated character, judgment, business acumen, and reputation as Brand Partners for NewAge. Brand Partners must be in good standing with NewAge for at least three years in order to be invited to join the Founders Club of a particular market.

## **To True Ownership and Protection**

A NewAge business belongs to the Brand Partner as long as they adhere to this Agreement. NewAge will protect each Brand Partner from unfair competition inside and outside of the NewAge organization.

## **To Review Compensation Plan Changes**

With members of the Founders Club and Partners Councils as their representatives, the field of NewAge Brand Partners can review compensation plan changes before they happen.

### **To Be NewAge's Experts**

With members of the Founders Club and Partners Councils as their representatives, the field of NewAge Brand Partners can collaborate on big decisions affecting Brand Partners and customers.

### **To NewAge's Loyalty**

NewAge Brand Partners are loyal to NewAge, and Brand Partners can expect that same loyalty from NewAge.

### **To Explanation and Reasonable Notice**

NewAge will provide its Brand Partners with advance notice and explanation of changes to its incentives, compensation plan, policy manual, and this Agreement.

### **To Share in the Fun and Incentives**

Through recognition, incentives, contests, events, and trips, NewAge Brand Partners can share in the fun and incentives that are offered to the field of NewAge Brand Partners.

### **To Help NewAge Think Up What's Next**

With members of the Founders Club and Partners Councils as their representatives, the field of NewAge Brand Partners can contribute ideas about what is next for NewAge.

### **To Fair and Consistent Treatment**

NewAge will treat all Brand Partners fairly and consistently, regardless of title.

### **To Maintain Your Original Policy Manual**

Each Brand Partner who has entered into a previous version of the Agreement with a previous version of the Policy Manual may choose whether or not to accept the new Policy Manual or to remain bound by the Policy Manual that they previously accepted.

# Section 1 – Code of Conduct

---

## 1.1 - Direct Selling Association Code of Ethics

NewAge has united with other direct selling companies in a nonprofit Direct Selling Association (DSA). As a member of the DSA, NewAge has agreed to promote and enforce among its Brand Partners the Code of Ethics of the DSA. The full text of the DSA's Code of Ethics is available at the end of this manual or on the DSA home page ([www.dsa.org](http://www.dsa.org)). Brand Partners must carefully follow 1) the policies and procedures described in this manual, 2) the DSA Code of Ethics, 3) the Brand Partner Agreement, and 4) the applicable laws where the Brand Partner resides and does business.

## 1.2 - Brand Partner Code of Ethics

Brand Partners must safeguard and protect the reputation of NewAge and its products. Brand Partners must refrain from all conduct that might be harmful to the reputation of NewAge and its products or might damage the ability of others to participate in the NewAge opportunity. Brand Partners have the responsibility to know, understand, and abide by the laws and regulations of the jurisdiction in which they reside. Brand Partners must comply with all federal, state, and local laws and regulations in the conduct of their businesses. Brand Partners must be professional in the approach to their businesses, and must treat other Brand Partners, customers, consumers, and NewAge employees respectfully and courteously. Brand Partners must avoid all deceptive, misleading, discourteous, unethical, and immoral conduct. Brand Partners must respect the honest efforts of fellow Brand Partners and not engage in predatory or unethical recruitment practices. NewAge respects the business activities of all legitimate companies and discourages any Brand Partner from unfairly representing any competing opportunity. NewAge believes that the ultimate success of all Brand Partners depends on its ability to bring important products and opportunities to the market. This will be done in a positive and honorable way.

## **1.3 - Non-Disparagement**

NewAge wants to provide its Brand Partners with the best possible products, compensation plan, and service. Accordingly, NewAge values constructive criticism and comments from Brand Partners. All such comments should be submitted in writing to NewAge Compliance. While NewAge welcomes constructive input, negative comments and remarks made in the market by Brand Partners about the Company, its employees, its products, or compensation plan sour the enthusiasm of other NewAge Brand Partners. Brand Partners, therefore, must not disparage, demean, or make negative remarks about NewAge, other Brand Partners, NewAge products, the Marketing and Compensation Plan, or NewAge management, directors, officers, or employees.

## **1.4 - Circumvention of Policy**

NewAge policies and procedures are designed to protect Brand Partners and the company from adverse consequences. NewAge may take disciplinary action, up to and including termination of the Brand Partner Agreement, against any Brand Partners who intentionally circumvent policies and procedures to accomplish indirectly what is prohibited directly. At its sole discretion, NewAge has the right to adjust bonuses, commissions, and/or the placement or status of a Brand Partner or of those in the Brand Partner's upline or downline who were affected. The policies and procedures in this manual are not intended to give Brand Partners the right to enforce the policies against one another directly, or to take any legal action against one another.

## **1.5 - Solicitation of Investments**

Brand Partners may not use the NewAge name, trademarks, compensation plan, products, corporate documents, NewAge employees, other Brand Partners, or anything relating thereto to suggest, present, entice, recruit, seek, or communicate in any way that a Brand Partner's activities or a Brand Partner account 1) is or may be treated as an investment, 2) is or may be managed by another person or entity than the Brand Partner, or 3) is promised or guaranteed any profit or return resulting from the Brand Partner's participation.

Any conduct that violates any securities or other laws of the United States or any state

thereof is expressly prohibited and constitutes a material breach by the Brand Partner of the Brand Partner Agreement and this Policy Manual.

## **1.6 - Recruiting a New Personal or Placement Sponsor**

Every Brand Partner has a personal sponsor and a placement sponsor. Brand Partners may not petition NewAge to be released from a personal sponsor or a placement sponsor. Brand Partners may not actively recruit a new personal sponsor. Brand Partners who want to change personal sponsors or placement sponsors must comply with the “Required Waiting Period” policy section in this manual.

## **1.7 - Conflicting Enrollments**

Every prospective Brand Partner has the right to choose his or her Personal Sponsor. Generally, the first Brand Partner who has meaningful contact with a prospective Brand Partner will have first claim to sponsorship. Should NewAge receive conflicting enrollment information for a prospective Brand Partner, NewAge will ask the prospective Brand Partner who first introduced the prospect to NewAge and will attempt to persuade the prospect to go with the initial introducer. In the event of indecision on the part of the prospect, NewAge will assign sponsorship according to its best judgment with strong consideration toward the first Application and Agreement that NewAge receives, accepts, and processes.

## **1.8 - Crossline Recruiting of an Existing Brand Partner or Customer**

Crossline recruiting is strictly prohibited. Brand Partners may not attempt to recruit, directly or indirectly, another existing Brand Partner or Customer into their organization. The owner of a Brand Partner account may not be approached to change sponsors until the Brand Partner has complied with the Required Waiting Period policy. An existing Brand Partner may not enroll under another personal sponsor or try to circumvent the policies and procedures by using an alias, a family member or friend’s name, a fictitious personal identification number, or any other means.

## **1.9 - Simultaneous Interests**

No individual or entity may have a simultaneous beneficial interest, either directly or indirectly, in more than one Brand Partner account. Additionally, Brand Partners may not enroll themselves as a Customer. Brand Partners may not encourage or facilitate a simultaneous beneficial interest. A simultaneous beneficial interest includes, without limitation, any ownership interest directly or indirectly in a Brand Partner account as a sole proprietorship, shareholder, partner, trustee, beneficiary, or principal; any control of or ability to control a Brand Partner account; any direct or indirect receipt of income derived from a Brand Partner account; familial support derived from a Brand Partner account; access to a bank account into which commissions and royalties derived from a Brand Partner account are deposited; and any other similar interests pertaining to a Brand Partner account.

Husbands and wives or common-law couples (collectively “spouses”) who want to become Brand Partners must be jointly sponsored as one NewAge business. Spouses, regardless of whether one or both are signatories to the Brand Partner Application and Agreement, may not own or operate any other NewAge business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or legal or equitable owner) in the ownership or management of another NewAge business in any form.

Brand Partners who inherit a second Brand Partner account from a deceased Brand Partner may have a simultaneous interest in both Brand Partner accounts. The transfer of the second Brand Partner account must comply with the rules regarding Brand Partner death (see “Death”). Brand Partners who marry after becoming Brand Partners may be allowed to retain both separate Brand Partner accounts.

## **1.10 - Fictitious and/or Assumed Names**

A person or entity may not apply as a Brand Partner using a fictitious or assumed name or alias or any form of identification (including tax identification numbers) that does not accurately reflect the actual owner of the Brand Partner account. An applicant’s name may not be altered in any way in order to allow a Brand Partner to enroll more than once with NewAge in violation of the Required Waiting Period policy or the Simultaneous Interests policy.

# 1.11 - Conflict of Interest

## 1.11.1 - Ownership in a Competing Company

During the term of the Brand Partner Agreement, and for one year thereafter, a Brand Partner may not receive compensation from any company that can be defined as a network marketing company or direct sales company, other than as a distributor, without prior written approval from NewAge. This includes, but is not limited to, being a principal, owner, employee, director, executive officer, advisor, or shareholder (excluding shareholdings of 5% or less of any publicly traded company) of another network marketing company or direct sales company.

## 1.11.2 - Brand Partner Participation in Other Network Marketing Programs

During the term of the Brand Partner Agreement and for 6 months thereafter, a Brand Partner may not directly or indirectly do or undertake any of the following:

- *Sell, or attempt to sell, any competing non-NewAge programs, products or services to NewAge Customers and Brand Partners other than those they have personally sponsored. Any program, product or services in the same generic categories as NewAge products or services is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.*
- *Display NewAge promotional material, sales aids, products or services with or in the same location as any non-NewAge promotional material or sales aids, products or services.*
- *Offer the NewAge opportunity, products, or services to prospective or existing Customers or Brand Partners in conjunction with any non-NewAge program, opportunity, product, or service within the direct selling industry.*
- *Offer any non-NewAge opportunity, products, or services at any NewAge-related meeting, seminar, convention, webinar, teleconference, or other function within the direct selling industry.*

Brand Partners understand and agree that a violation of section 1.11.2 will cause immediate and irreparable harm to NewAge. Therefore, in the event of an actual or threatened breach of this section Brand Partners acknowledge that, in addition to any other remedy to which NewAge may be entitled, NewAge will also be entitled to an injunction restraining and enjoining Brand Partner from engaging in any conduct proscribed by section 1.11.2.

### **1.11.3 - Non-Solicitation in Other Marketing Opportunities**

During the term of the Brand Partner Agreement, and for one year thereafter, Brand Partners may not, directly or indirectly, sell or represent non-NewAge products or opportunities to other Brand Partners except to those the Brand Partner personally sponsors.

In addition, a Brand Partner may not entice, solicit, or encourage any Customer or Brand Partner to cancel their Agreement with NewAge regardless of whether or not the Brand Partner sponsored them.

Brand Partners agree that this non-solicitation provision applies nationwide as well as to all international markets in which Brand Partners are located.

Non-NewAge products, materials, or opportunities may not be promoted in any way at official NewAge events, meetings, trainings, conventions, or other gatherings.

### **1.11.4 - Prior Agreements**

By entering into the Agreement, a Brand Partner represents and warrants that entering into the Agreement does not violate any other agreement to which the Brand Partner is a party, nor breaches any confidential relationship between the Brand Partner and other parties. The Brand Partner agrees that they will not use for NewAge's benefit or disclose to NewAge any confidential information of any third party which the Brand Partner is prohibited by agreement (such as an agreement with another client) or otherwise from so using or disclosing such confidential information. The Brand Partner agrees to indemnify and hold NewAge harmless from all damages, expenses, costs (including reasonable attorneys' fees) and liabilities incurred in connection with, or resulting from, breach of this section.

## **1.12 - Confidentiality Agreement**

Upon signing a Brand Partner Agreement, a Brand Partner agrees to maintain confidentiality regarding trade secrets, proprietary information, and any other confidential information. Confidential information is provided to Brand Partners in strictest confidence and is made available to Brand Partners for the sole purpose of assisting Brand Partners in working with their respective Downline organizations in the development of their NewAge business. This confidentiality obligation is irrevocable, survives the termination of the Brand Partner Agreement, and is subject to legal enforcement by injunction and award of costs and fees necessarily incurred.

During the term of the Brand Partner Agreement, NewAge may supply confidential information to Brand Partners. This includes but is not limited to organization reports, customer lists, customer information developed by NewAge or developed for and on behalf of NewAge by Brand Partners (including but not limited to credit data, customer and Brand Partner profiles, and product purchase information), Brand Partner lists, manufacturer and supplier information, business reports, commission or sales reports, marketing strategies and plans, and other financial and business information and business trade secrets that would be reasonably understood to be confidential.

All confidential information (whether in written, oral, or electronic form) is transmitted to Brand Partners in strictest confidence on a need-to-know basis for use solely in the Brand Partners' NewAge business. Brand Partners must use their best efforts to keep such information confidential and must not disclose any such information to any third party, directly or indirectly. Brand Partners may not directly or indirectly disclose the password or other access code to their back office. Brand Partners must not use the information to compete with NewAge or for any purpose other than for promoting NewAge's program and its products and services. Brand Partners may not recruit, solicit or attempt to influence or induce any Customer or Brand Partner of NewAge who is listed on any report or in the Brand Partner's back office to alter their business relationship with NewAge. NewAge may require a signed Non-Disclosure Agreement before releasing organization information. Upon expiration, non-renewal, or termination of the Brand Partner Agreement, Brand Partners must discontinue the use of such confidential information and destroy or promptly return to NewAge any confidential information in their possession.

## **1.13 - Online NewAge Back Office Access**

NewAge makes online back offices available to its Brand Partners. The NewAge Back Office provides Brand Partners access to confidential and proprietary information that may be used solely and exclusively to promote the development of a Brand Partner's NewAge business and to increase sales of NewAge products. But access to the NewAge Back Office is a privilege, not a right. NewAge reserves the right to deny to any Brand Partner access to the NewAge Back Office for any reason, including if such access poses a risk to NewAge or its business affairs.

## **Section 2 – Responsibilities & Duties**

---

### **2.1 - Correct Address and Contact Information**

Each Brand Partner must submit and maintain a correct mailing and shipping address that accurately reflects where the Brand Partner resides or is doing business. Financial account information, email addresses, and phone, fax, and cell phone numbers must also be kept current and accurate.

If a Brand Partner has failed to notify NewAge of a change in address or change in financial account information and NewAge is unable to deliver commissions, rebates, bonuses, or products to that Brand Partner as earned or requested, the Brand Partner account may be charged an administrative cost associated with NewAge's efforts to correct the error. An administrative charge will be assessed to reissue expired or lost commission checks.

If commissions checks remain undeliverable for 10 months after the commission or bonus is earned or entitlement to rebate occurs, the outstanding funds remaining (less the charge for administrative costs) will be turned over to the respective jurisdiction's unclaimed property authorities as required under the laws of that jurisdiction. So long as the inability to receive money from NewAge has arisen because of the failure of the Brand Partner to maintain a correct address or financial account information on file with NewAge, any and all claims to prejudgment interest on any amount not paid are waived by the Brand Partner.

No more than two Brand Partner accounts may use the same mailing or shipping address.

## **2.2 - Tax Identification Numbers and Tax Authorities**

Brand Partners must submit to NewAge and maintain accurate and truthful tax-related information. NewAge may void at its sole discretion Brand Partner accounts that are set up or maintained in any manner that includes a false social security or tax identification number or use of the same without the knowledge and consent of the person or entity to whom it rightfully belongs. NewAge reserves the right, but is not under any obligation, to seek verification of the information in question from the controlling interest of the Brand Partner account, the sponsoring Brand Partner, or any relevant governmental agency before deciding that the agreement is void. Both the void and sponsoring Brand Partner accounts will be required to pay to NewAge any and all commissions, bonuses, and rebates of any kind paid to an invalid Brand Partner and forfeit any income or title derived as a result of the void Brand Partner account.

NewAge will comply with requests from tax authorities for information unless it appears in NewAge's discretion that the request is improper or unreasonable.

If the tax laws of any country or local jurisdiction require NewAge to withhold taxes relating to commission or bonus payments, NewAge will deduct such taxes from Brand Partner commissions or bonuses before issuing the commissions or bonuses. In the event of a tax audit, NewAge reserves the right to offset against future Brand Partner earnings any additional amount of taxes shown under the audit to be payable with respect to the Brand Partner. If the government of any local jurisdiction refuses to allow the local NewAge entity to deduct Brand Partner commissions or bonuses as a business expense for tax purposes, NewAge will have the right, in its discretion, to reduce the commission or bonus payments sufficiently to cover all or a portion of the loss of deductibility. NewAge will have the right to use its reasonable discretion as to any offset of future commissions or bonuses in the event tax officials of any country or local jurisdiction make retroactive tax adjustments related to commissions or bonuses. In all cases relating to tax liability and tax payments, NewAge will follow the laws of the countries in question and will use its reasonable discretion in handling tax-related matters.

## 2.3 - Ongoing Training Responsibilities

Sponsors must maintain an ongoing professional leadership association with Brand Partners in their organization and must deliberately assist and train their Downline to ensure that they are properly operating their NewAge businesses according to the Brand Partner Agreement, including the Compensation Plan and the Policy Manual. Sponsors must fulfill the obligation of performing a bona fide supervisory or sales function in the sale or delivery of products and services. Brand Partners should monitor their Downline organizations to prevent them from making improper product or business claims, or engaging in any illegal or inappropriate conduct.

## 2.4 - Advertising NewAge Products and Programs

Brand Partners should always protect the image of NewAge and its products and take care to not promote, advertise, or display NewAge products in an unprofessional manner or in an unprofessional environment. Partner account. An applicant's name may not be altered in any way in order to allow a Brand Partner to enroll more than once with NewAge in violation of the Required Waiting Period policy or the Simultaneous Interests policy.

### 2.4.1 - Quick Reference to Advertising Policies

- *Brand Partners must properly use, and obtain written approval from NewAge Compliance prior to using, NewAge, Inc. trademarks or logos.*
- *Proper use of NewAge, Inc. trademarks includes proper capitalization of the trademark, and all trademarks must include the correct ® or ™ symbol, as indicated on [www.NewAge.com](http://www.NewAge.com).*
- *Brand Partners must clearly state both of the following statements in their advertisements:*
  - Brand Partners must clearly state their names.
  - “NewAge Brand Partner”

- “(insert trademark here) is a trademark of NewAge, Inc, and its subsidiaries.” For example, “Tahitian Noni® and Moa® are trademarks of NewAge, Inc, and its subsidiaries.” See the “Key Information” section above for a list of NewAge, Inc. trademarks.
- Brand Partners need reference only those trademarked terms that actually appear on the advertisement, as directed by NewAge Compliance.
- *Brand Partners must have a signed Copyright Materials License on file with NewAge Compliance if their advertisement includes NewAge copyrighted images. The advertisement must include the following statement: “©NewAge, Inc. Used with permission. All rights reserved.”*
- *All promotion of NewAge products, through any media, must promote the suggested regular price of the products.*
- *Brand Partners must not claim that NewAge products diagnose, treat, cure, or prevent diseases or ailments.*
- *Brand Partners may use any phrases that are contained in NewAge’s literature on how NewAge products promote health.*
- *If a Brand Partner would like to use another Brand Partner’s previously approved advertising material, the Brand Partner must receive separate approval from NewAge Compliance for that material.*
- *Brand Partners must allow two weeks for the processing of an advertising approval request. Brand Partners must allow four weeks for the processing of a website advertising approval request.*

#### **2.4.2 - Policies for All Advertising Materials**

NewAge and its Brand Partners must safeguard and promote the reputation of NewAge and its products. The marketing and promotion of NewAge, NewAge products, the NewAge opportunity and the NewAge Compensation Plan must avoid all discourteous, deceptive,

misleading, unethical, or immoral conduct or practices.

Brand Partners may not offer the NewAge opportunity through, or in combination with, any other system, program, sales tools, or method of marketing other than those specifically set forth in official NewAge literature.

Brand Partners must not require or encourage other current or prospective Customers or Brand Partners to execute any agreement or contract other than the official NewAge Brand Partner Agreement in order to become a NewAge Brand Partner. Similarly, Brand Partners must not require or encourage prospects or Brand Partners to make any purchase from, or payment to, any individual for training, literature or other materials related to building, developing or promoting direct sales or NewAge other than as outlined in the official NewAge literature.

All approvals required in this Policy Manual must be in writing. NewAge reserves the right to require that approved Brand Partner advertisements be edited or discontinued. Brand Partners must ensure that their approved advertising is kept current with any new NewAge regulations and with any changes to the product or business opportunity descriptions. All such updates to previously approved advertisements must receive prior written approval from NewAge Compliance.

The Brand Partner advertisement or promotional items must include the statement "NewAge Brand Partner." Brand Partners must also clearly state their name in the advertisement. Each Brand Partner advertisement or promotional item must also include the following sentence: "(insert trademark here) is a trademark of NewAge, Inc, and its subsidiaries." For example, "Tahitian Noni® and Moa® are trademarks of NewAge, Inc, and its subsidiaries." See the "Key Information" section above for a list of NewAge, Inc. trademarks. Brand Partners need reference only those trademarked terms that actually appear on the advertisement, as directed by NewAge Compliance.

Since advertising regulations differ between countries, a Brand Partner must receive approval for the material in the country in which it will be distributed or used.

Only Brand Partners who have achieved the title of "Officer" and above may create their own marketing materials. Brand Partners must submit a copy of the proposed materials to the NewAge Compliance Department for review and approval before they may use the

materials to promote NewAge, its products, its opportunity, or their business. Proposed materials may be mailed to NewAge Compliance at P.O. Box 4000, Orem, Utah 84059 or e-mailed to Compliance@NewAge.com. Please allow two weeks for the review of submitted materials, and four weeks for the review of submitted websites. Using advertising or promotional items that have not been approved may result in disciplinary action against the Brand Partner account.

### **2.4.3 - Use of NewAge Trademarks, Logos, Brands, or Intellectual Property**

Unless contained in NewAge-produced or NewAge-licensed marketing materials, Brand Partners are not permitted to use NewAge, Inc.'s trade name or any of its trademarks or service marks without prior written approval of NewAge. Regardless of prior written permission, NewAge reserves the right to rescind permission to use NewAge trademarks, service marks, and copyrights at any time.

In order to preserve and protect its trademarks, NewAge, Inc, and its subsidiaries have prohibited all use of their trademarks and service marks, in any form, in their team name, a tagline, an external website name, an external website address or extension, an email address, social media handle or username, as a personal name, or as a nickname unless expressly approved by the Company in writing. This includes but is not limited to the trademarks listed in the "Key Information" section above.

Any close misspellings of any trademarks, including but not limited to Tahitianoni, NuAge, ARIXX, etc., may also be deemed a protected trade name of NewAge at the discretion of NewAge. Brand Partners must not portray themselves as anything other than NewAge Independent Brand Partners and must not misrepresent themselves as employees or agents of the Company.

### **2.4.4 - Professionalism**

Brand Partners must ensure their postings are truthful and accurate. They must fact-check all material they post online. Brand Partners should also carefully check their postings for spelling, punctuation and grammatical errors. Use of offensive language is prohibited.

### **2.4.5 - Prohibited Postings**

Brand Partners may not create or link to any postings or material that:

- *Is sexually explicit, obscene, or pornographic;*
- *Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, gender identity, physical disability or otherwise);*
- *Is graphically violent, including any violent video game images;*
- *Is solicitous of any unlawful behavior;*
- *Engages in personal attacks on any individual, group or entity;*
- *Is in violation of any intellectual property rights of the Company or any third party.*

### **2.4.6 - Advertising in Unopened Countries**

NewAge prohibits advertising in countries for which an official opening date has not been announced. Even after an official opening date has been announced for business in a certain country, Brand Partners may not use any NewAge, Inc. trademarks, trade names, logos, phone numbers, graphics, or any other intellectual property of NewAge without written permission or before the date NewAge has officially opened for business in that country.

### **2.4.7 - Recording of NewAge Meetings**

The content of all Company-sponsored events is copyrighted material. Brand Partners may not produce for sale or distribution any recorded Company events and speeches without written permission from NewAge, nor may Brand Partners reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations. Video recording, audio recording, or still photography of Brand Partner-sponsored NewAge meetings and conferences is allowable at the discretion of the meeting sponsor.

#### **2.4.8 - Unsolicited Electronic Contact**

NewAge does not allow Brand Partners to advertise any products or programs through “spamming” or any unsolicited electronic contact.

#### **2.4.9 - Telemarketing**

NewAge does not allow Brand Partners to advertise any products or programs through telemarketing or any unsolicited telephonic contact.

#### **2.4.10 - Product Claims**

NewAge prohibits Brand Partners from making therapeutic or medical claims about NewAge products. Any recommendation of product use other than the usage recommended by NewAge is prohibited.

Governments and regulatory agencies across the world have developed laws and regulations that prohibit mentioning diseases or ailments in the promotion of nutritional supplements. Brand Partners may not make any claim that NewAge products cure, treat, diagnose, mitigate, or prevent any diseases. Such statements are medical or drug claims. Not only do such claims violate the Brand Partner Agreement, but they also violate the laws and regulations of the United States, Canada, and other jurisdictions. These laws apply even if the claims are true, and they include inferences or implications of cure or treatment. They apply to direct statements as well as personal stories and experiences, because such anecdotes imply a curative or therapeutic use of NewAge products.

#### **2.4.11 - Animal Testing**

Each Brand Partner affirms they will not conduct, commission, or be a party to animal testing nor allow animal testing to be performed by or for submission to regulatory agencies in order to distribute NewAge products in foreign markets.

#### **2.4.12 - Spokespeople and Advisory Board Members**

Brand Partners may use the materials produced by NewAge that contain endorsements in the promotion of NewAge products, but Brand Partners may not produce advertising

material with the same endorsements. Such endorsements are meant for the benefit of all Brand Partners.

#### **2.4.13 - Income Claims and Representation of the NewAge Compensation Plan**

Brand Partners must truthfully and fairly describe NewAge's compensation plan. No false or misleading income claims may be made to other Brand Partners or to prospective Brand Partners. Brand Partners may not add to or modify NewAge's compensation plan, nor may Brand Partners represent any part of the Brand Partner's own programs as a part or aspect of NewAge's compensation plan. Brand Partners may not use their own income or the incomes of other Brand Partners as indications of the success assured to others. Commission checks may not be used to guarantee commissions or estimate expenses.

Anytime the Compensation Plan is presented to or discussed with a prospective Brand Partner (someone who is not a party to a current NewAge Brand Partner Agreement), or anytime any type of income claim or earnings representation is made to a prospective Brand Partner, a copy of the NewAge Average Income Disclosure must be given and explained to the prospective Brand Partner.

The power of the NewAge Compensation Plan may be accurately shown using the NewAge-approved materials. Brand Partners must understand that success comes from the effort, dedication, resources, and time they commit to this enterprise. Brand Partners may not misrepresent the expenses and time required to build a successful business. Brand Partners may not state or imply that they will build a Downline organization for anyone else.

Brand Partners must make clear that income from the NewAge Compensation Plan is based on product sales and not on sponsoring Brand Partners.

#### **2.4.14 - Representations of the NewAge Business Opportunity**

Brand Partners must truthfully and fairly describe the NewAge business opportunity. Brand Partners may not add to or modify NewAge's business opportunity, nor may Brand Partners represent any part of the Brand Partner's own programs as a part or aspect of NewAge's business opportunity.

#### **2.4.15 - Third-Party Materials and Literature**

Any literature created by or with the assistance of a third party containing express or implied curative or income claims may not be used in conjunction with the sale or advertisement of NewAge products. Any Brand Partner using such materials in connection with NewAge trademarks may be subject to discipline.

#### **2.4.16 - Tradeshows and Exhibitions**

NewAge encourages its Brand Partners to represent NewAge products in reputable trade shows and exhibitions. Brand Partners must receive permission from NewAge Compliance to do so before the event. At NewAge's sole discretion, more than one Brand Partner may be approved for an event. Approval is given only for one event at a time. No global, multiple event requests are allowed.

Only NewAge-approved signage, literature or advertising may be used at such an event. Product samples may be given and products may be sold. The Brand Partner must be identified as a NewAge Brand Partner.

#### **2.4.17 - Media Inquiries**

Brand Partners must not attempt to respond to media inquiries regarding NewAge, its products or services, or their independent NewAge businesses. Media inquiries regarding NewAge or its products must be referred to the Communications Department at NewAge's corporate headquarters for response.

#### **2.4.18 - Internet Advertising**

NewAge allows Brand Partners who have achieved the title of "Officer" or above and who are actively meeting their minimum sales threshold to advertise on the internet on their own registered external website, or other sites as determined by NewAge, provided that the Brand Partners comply strictly with all policies and procedures outlined in this manual. All internet use of corporate trademarks, logos, or other intellectual property of NewAge, Inc. must comply with the guidelines outlined in this manual and be approved by NewAge Compliance before use. All updates to previously approved websites must receive prior written approval from NewAge Compliance. NewAge will allow Brand Partners to have

one registered external website.

It is the Brand Partner's obligation to ensure their online marketing activities are truthful and do not mislead Customers or prospective Brand Partners in any way. Websites and web promotion tactics that mislead, regardless of intent, will result in disciplinary action. Misleading tactics include, but are not limited to, spam linking (or blog spam), unethical search engine optimization ("SEO") tactics, unapproved banner ads, unauthorized press releases, and misleading click-through ads (i.e. having the display URL of a Pay- Per-Click ("PPC") campaign appear to be directed to an official NewAge corporate website when it in fact goes elsewhere). NewAge will be the sole determiner of whether specific activities are deceptive. Any costs attributable to conforming to NewAge standards will be the responsibility of the Brand Partner.

Websites may not be published on the internet or indexed to internet search engines before receiving approval from NewAge Compliance. In order to approve a website, NewAge may require a hard copy of the website and all web pages linked to that site. Brand Partners must allow four weeks for such approvals to be processed.

Any alteration of an approved website or any of its contents without prior written approval from NewAge may, at NewAge's discretion, result in suspension or termination of the Brand Partner Agreement. The use of any material that, in NewAge's sole discretion, is deemed to be pornographic, discriminatory, or otherwise offensive is strictly prohibited and may subject the Brand Partner account to immediate termination. Links from a web page containing information concerning NewAge or its products to a page containing such inappropriate information may also subject the Brand Partner to immediate termination.

Brand Partners are responsible for all content on any pages of their registered external website, including content that may have been added by a Brand Partner whom the Brand Partner has allowed to have a personalized page on the site. A Brand Partner who plans to allow other Brand Partners to have a personalized page on the site must arrange with NewAge Compliance an approval process for those personalized pages.

#### **2.4.18.1 - Webpage Setup**

The URLs and domain names of Brand Partner websites are subject to approval by NewAge Compliance. Every web page of a Brand Partner website must be approved by

NewAge Compliance before being published on the internet or being indexed to internet search engines. The Brand Partner must head or foot each page with the sentence: “(insert trademark here) is a trademark of NewAge, Inc, and its subsidiaries.” For example, “Tahitian Noni® and Moa® are trademarks of NewAge, Inc, and its subsidiaries.” See the “Key Information” section above for a list of NewAge, Inc. trademarks. Brand Partners need reference only those trademarked terms that actually appear on the advertisement, as directed by NewAge Compliance. Then the site only needs to reference the first time that a trademarked term is used on each page. The site must also have a header or footer on each page with the words “NewAge Brand Partner.”

#### **2.4.18.2 - Use of NewAge Trademarks and Service Marks in URLs and Doman Names**

In order to preserve and protect its trademarks, NewAge, Inc. and its subsidiaries have prohibited all use of their trademarks and service marks, in any form, in internet website URLs and domain names, as well as in social media usernames or handles. This includes but is not limited to the trademarks listed in the “Key Information” section above, either individually or in combination with other words.

NewAge is not responsible for any lost business or inconvenience that results to Brand Partners by acquiring domains or addresses that are later surrendered to the Company. Web domains or addresses using the name NewAge are property of the Company, and they must be released back to the Company after termination of this Agreement for any reason.

#### **2.4.18.3 - Use of Buried Codes, Hidden Text, and Metatags in Brand Partner Websites**

All use of NewAge trademarks, trade names, logos, or copyrighted material in buried codes, hidden text and metatags must be authorized by NewAge, as with all other trademark usage. Buried codes, hidden text and metatags may not make any implicit medical claims or use words that refer to illnesses or diseases.

#### **2.4.18.4 - Internet Sales**

Brand Partners who have achieved the title of “Officer” and above are allowed to advertise and sell NewAge products on their registered external websites. Brand Partners may not

advertise or sell NewAge products on other websites, including but not limited to online malls, online auctions, online stores, or virtual shopping sites. Such sites are considered by NewAge to be public retail establishments (see “Sale and Display of Products”).

Brand Partners will not enlist or knowingly allow a third party to sell NewAge products on sites considered to be public retail establishments. In the event that a Brand Partner becomes aware of a third party who is selling NewAge products on such sites, the Brand Partner must immediately stop all NewAge-related transactions with the third party.

#### **2.4.18.5 - Registered External Websites Must Exclusively Promote NewAge**

Registered External Websites must contain content and information that is exclusive to NewAge. To avoid any confusion, Brand Partners may not advertise products or services other than the NewAge product line and the NewAge opportunity.

#### **2.4.18.6 - Advertising on Social Media/Networking Sites, Video Sharing Sites and Blogs/Weblogs**

Brand Partners may advertise NewAge products on social media and networking sites, video sharing sites, and blogs/weblogs under the following conditions:

- *Brand Partners may not use NewAge trademarks and service marks, in any form, social media usernames or handles.*
- *This includes but is not limited to the trademarks listed in the “Key Information” section above, either individually or in combination with other words.*
- *Brand Partners must clearly state that they are a “NewAge Brand Partner.”*
- *The content of the Brand Partner’s page or posting on the site must be relevant to the purpose of promoting or advertising NewAge products.*
- *The content of the Brand Partner’s page or posting on the site must be appropriate to the needs and expectations of the targeted audience.*

- *The content of the Brand Partner's page or posting on the site must not be discriminatory, offensive, lewd, or malicious. The determination of what is inappropriate is at the sole discretion of NewAge.*
- *Banner ads and images used on these sites must be current and must come from the NewAge-approved library. If a link is provided, it must link to the posting Brand Partner's Personal NewAge Website or a Registered External Website.*
- *Comments Brand Partners create or leave must be useful, unique, relevant, and specific to the post.*
- *Brand Partners may not use blog spam, spamdexing, or any other mass-replicated methods to leave comments.*

In addition, the primary purpose of the parent sites must not be discriminatory, offensive, lewd, or malicious. Brand Partners should exercise good judgment when posting and commenting on posts. Brand Partners are responsible to delete or edit any comments that are not compliant with NewAge policies.

#### **2.4.18.7 - Brand Partners Are Responsible for Postings**

Brand Partners are personally responsible for their postings and all other online activity that relates to NewAge. Therefore, even if a Brand Partner does not own or operate a blog or social media site, if a Brand Partner posts to any site that relates to NewAge or that can be traced to NewAge, the Brand Partner is personally responsible for that posting. Brand Partners are responsible for all content on their postings, including any comments made on the post. Brand Partners are responsible to delete or edit any comments that are not compliant with NewAge policies.

#### **2.4.18.8 - Identification as a NewAge Independent Brand Partner**

Brand Partners must disclose their full names on all websites and social media profiles and conspicuously identify themselves as NewAge Independent Brand Partners on any Social Media activity relating to NewAge. Anonymous postings or use of an alias is prohibited. Recognition names and website display names may not be misleading or deceptive.

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

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

#### **2.4.18.10 - Respecting Privacy**

Brand Partners should always respect the privacy of others in all communications—online or otherwise. Brand Partners must not engage in gossip or advance rumors about any individual, company, or competitive products or services. Brand Partners may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

#### **2.4.18.11 - Responding to Negative Posts**

NewAge recommends that Brand Partners not converse with anyone who negatively posts against them, other Independent Brand Partners or NewAge. Responding to such negative posts often fuels a discussion with someone carrying a grudge and who does not hold themselves to the same high standards as NewAge, and therefore a conversation with such a person damages the reputation and goodwill of NewAge. In order to notify NewAge of any violations, please report negative posts to the Company by emailing them to [Compliance@NewAge.com](mailto:Compliance@NewAge.com).

## **2.5 - Marketing NewAge Products and Programs**

### **2.5.1 - Retail Sales Policy**

Only authorized Brand Partners with whom NewAge has a signed agreement may sell NewAge products. It is against NewAge policy for Brand Partners to sell NewAge products for the purpose of resale by others.

### **2.5.2 - Sale or Display of Products in Commercial Outlets**

NewAge products may not be sold, displayed, or stored in public retail establishments, including but not limited to health food stores, grocery stores, chain stores, shopping malls, internet auction sites, internet malls, internet stores, virtual shopping sites, or other establishments in which the primary function is the retail sale of products as opposed to professional services. NewAge advertising or promotional materials may not be displayed inside or outside such retail establishments. Brand Partners must not provide products to a third party who then offers the product for resale in any unapproved retail-oriented establishment.

NewAge products may be sold and displayed in private or restricted-access offices, clubs, health spas, beauty shops, physician and chiropractic office, etc. Such establishments are those in which the general public is not allowed unless by appointment or through a membership and in which the primary function of the establishment is the provision of services and not products. NewAge products and promotional materials may be displayed in the interior of such establishments. These materials may not be placed on the outside of these establishments, such as a wall or window that is accessible by the public.

### **2.5.3 - Promotion of the Suggested Regular Price**

All promotion of NewAge products, through any media, must promote the suggested regular price of the products. Any promotion for less than the suggested regular price is expressly prohibited.

### **2.5.4 - Sales Receipts and Brand Partner Contact with Customers and Other Brand Partners**

A written receipt completed by the Brand Partner should be provided to each retail customer upon sale of NewAge products. For any orders placed directly with the company, NewAge will include the appropriate receipt with the order.

Contact with potential customers and with other Brand Partners will be made in a reasonable manner and during reasonable hours. A demonstration or sales presentation must be discontinued upon the request of the potential customer or the Brand Partner.

Brand Partners may not enroll individuals as Customers without that individual's prior knowledge and consent.

### **2.5.5 - Government Representations**

Brand Partners may not represent that NewAge's compensation plan has been approved by any government agency. Brand Partners must accurately represent any government approvals relating to NewAge products. Brand Partners may not represent that NewAge has any exclusive arrangement with any government regarding access to or use of any products.

### **2.5.6 - Exclusivity Claims with NewAge**

Brand Partners are prohibited from using their former employment at NewAge or a family relationship at NewAge to promote either themselves or their Brand Partner accounts. Brand Partners may not allege or imply that they have unique access or a special advantage with NewAge executives or employees that other Brand Partners do not have. Brand Partners may not represent themselves as founders, country managers, employees, executives, etc. of NewAge. Brand Partners doing business in a business name may use their personal name and picture in promotional literature or advertising.

### **2.5.7 - Repackaging of NewAge Products**

Brand Partners may not repackage NewAge products or materials.

### **2.5.8 - Use of NewAge Scanner and Other Devices**

Brand Partners acknowledge that the scanner and other devices are not medical products and are not intended to diagnose, treat, or prevent any disease. Any Brand Partners using a scanner or other device must comply with the respective device agreement.

### **2.5.9 - Selling Products or Materials to Other Brand Partners**

Brand Partners may not offer NewAge products or materials, including promotional or training materials, for sale to other Brand Partners, nor may Brand Partners purchase NewAge products from other Brand Partners.

### **2.5.10 - International Importation Policy**

In each country in which NewAge is doing business, the local NewAge corporate entity or a NewAge designee will be the only authorized importer of all NewAge products. Brand Partners may not ship products from one country in which NewAge is doing business into any other country, regardless of whether or not NewAge is doing business in that other country. Brand Partners also may not order products in one country knowing that the products are intended to be shipped into another country.

### **2.5.11 - International Brand Partner Activity in Unopened Markets**

NewAge controls importation rights and product approvals in all countries. Unless otherwise specified, products purchased by Brand Partners in unopened markets are for personal use only by Brand Partners. Brand Partner meetings are prohibited in unopened markets.

### **2.5.12 - Obtaining Brand Partner Organization Information**

Most Brand Partner organization information necessary to successfully operate a Brand Partner account can be found at [www.NewAge.com](http://www.NewAge.com). An organization report that contains the name, ID#, and country of a Brand Partner's organization may be obtained after a signed Organization Report Non-Disclosure Agreement is on file with the company. The organization report will be sent to the contact information on file for the Brand Partner. Organization reports will only be sent to the Brand Partner whose organization is on the report.

### **2.5.13 - Disclosure of Income Information to Brand Partner Organization**

Federal and state law regulates the use of income information in promoting a business opportunity or in the process of recruiting Brand Partners. Brand Partners who decide to disclose their income information with another Brand Partner do so at their own risk.

### **2.5.14 - Vendor Confidentiality**

NewAge's business relationships with its vendors, manufacturers, and suppliers are confidential. Unless otherwise allowed by NewAge, Brand Partners may not, directly or

indirectly, contact, speak to, or communicate with any vendor, supplier, or manufacturer of NewAge about NewAge or other business ventures.

### **2.5.15 - Brand Partner Access to NewAge Offices**

All Brand Partners who visit any NewAge office must sign in at the front desk and obtain and wear a visitor badge. All Brand Partners must be accompanied by a NewAge employee at all times while on the premises.

### **2.5.16 - Reliance on Corporate Officer or Employee Opinions or Representations**

Company support staff are not authorized to issue binding opinions regarding the policies in this manual, the significance of the terms of the Brand Partner Agreement, the creation of a contract, or the qualification or sales statistics regarding any Brand Partner account.

Any legally binding interpretation of a Brand Partner Agreement provision or policy expressed in this manual, or the creation or interpretation of any other contract, must be in writing and can come only from the NewAge Legal Department.

Because NewAge employees and officers are not authorized to give opinions or make representations to Brand Partners except as noted above, Brand Partners are not authorized to rely on such opinions. NewAge specifically disclaims liability for any reliance thereon by any Brand Partner.

## **Section 3 – Administration**

---

### **3.1 - Becoming a Brand Partner**

#### **3.1.1 - Application Process for Becoming a Brand Partner**

There are three ways for a person or an entity to become a Brand Partner:

- *Enroll by telephone;*

- *Enroll online at [www.NewAge.com](http://www.NewAge.com); or*
- *Enrolling by completing, signing, and returning a Brand Partner Agreement to NewAge by fax, mail, in person, or emailing a scanned copy of the Brand Partner Agreement.*

Individuals may apply to be a Brand Partner under their own name or under a “doing business as” (DBA) designation with the name of the individual as the contact person for the Brand Partner account. An entity applying to be a Brand Partner must use method C above and must submit all necessary business documents at the time of application.

Brand Partners must accept the terms and conditions of the Brand Partner Agreement online on [www.NewAge.com](http://www.NewAge.com), or must mail, fax, or scan and email a copy of their signed Brand Partner Agreement within 60 days if the Brand Partner has enrolled by methods A or B. Both the front and back sides of the Brand Partner Agreement must be completed in their entirety and received by NewAge. NewAge reserves the right to request legal proof of identification from a Brand Partner, e.g. driver’s license, passport, or other form acceptable to NewAge.

NewAge reserves the right to accept or reject any Brand Partner Application and Agreement for any reason. Upon discovery of incomplete or unacceptable information on a previously accepted Brand Partner Agreement, NewAge reserves the right to void the Brand Partner account. If NewAge does not receive a fully executed Brand Partner Agreement from a Brand Partner, NewAge will have no obligation to pay commissions or bonuses to the Brand Partner. If a valid Brand Partner Agreement has not been received within 60 days of enrollment, the Brand Partner will not be eligible to earn commissions until such documentation has been received and processed by NewAge. The commissions will pay out to the Brand Partner’s qualified upline.

While the Sponsor may assist the new applicant in filling out the enrollment materials, the Sponsor may not fill out the online Application and Agreement on behalf of the applicant and agree to or sign these materials on behalf of the applicant.

### **3.1.2 - Identification Number**

NewAge will assign a unique identification or “ID” number to each Brand Partner. Brand Partners must use their ID numbers every time they communicate with the company.

The Brand Partner ID number is an identifier that NewAge assigns to a Brand Partner account; it does not constitute intellectual property, good will, or any other legal right of the Brand Partner.

### **3.1.3 - Withdrawing a Brand Partner Application Within Five Business Days**

Any Brand Partner who wants to withdraw the application to be a Brand Partner within five business days of enrolling may do so by notifying NewAge by phone, fax, or e-mail. Upon NewAge's timely receipt of the request, the application fee will be refunded by the same method it was paid. Any Brand Partner who withdraws the application is subject to the Required Waiting Period policy.

### **3.1.4 - Independent Contractor Status**

Brand Partners are independent contractors. For both taxation and legal purposes, Brand Partners are not franchisees, joint venturers, partners, employees, or agents of NewAge. Brand Partners are prohibited from stating or implying anything to the contrary. NewAge is not responsible for payment or copayment of any Brand Partner employee benefits. If the government of a Brand Partner's local jurisdiction requires NewAge to withhold taxes related to the Brand Partner's status, NewAge will deduct such amounts from the Brand Partner's commissions before issuing the commissions. If NewAge is assessed any withholding taxes, interest, or penalties associated with the Brand Partner's commissions payments after the commissions have been issued, NewAge will deduct such amounts directly from the Brand Partner's future commissions payments. If NewAge is required to garnish a Brand Partner's commissions pursuant to a court order, NewAge will deduct such amounts from the Brand Partner's future commissions payments.

A Brand Partner has no authority to bind NewAge or incur any obligation on behalf of NewAge. Brand Partners set their own hours and determine how to conduct their NewAge business within the policies established in this manual. Brand Partners are responsible for their own liability, health, automobile, disability, workers compensation, and all other insurance. Please note that homeowners' insurance policies generally do not provide coverage for any commercial activities conducted in the home.

### **3.1.5 - Authorized Users**

The spouse of a Brand Partner, de facto or common-law spouse, or cohabitant is always considered to have a beneficial interest in the primary applicant's Brand Partner account.

The Brand Partner may request to add an Authorized User to the account. Authorized Users have the right to contact NewAge on behalf of the Brand Partner to receive information about the Brand Partner account, and place orders under the Brand Partner ID number. The Authorized Users are not allowed to sign for sponsor changes or make any request which alters the status of the Brand Partner account without written authorization from the Brand Partner. Commission and bonus checks will always be in the name of the Brand Partner.

### **3.1.6 - Enrolling as a Business Entity**

Any legally recognized Business Entity including, but not limited to, corporations, limited-liability companies, partnerships or trusts may apply to be a NewAge Brand Partner by submitting:

- *Brand Partner Application and Agreement*
- *Properly completed Business Entity Application*
- *W-9 or other government-issued documentation showing the entity's tax ID*
- *A copy of the articles of incorporation of the business entity*

All shareholders, members, managers, partners, trustees, and other parties with any ownership interest in, or management responsibilities for, the business entity are individually, jointly and severally liable for any indebtedness to NewAge, compliance with the NewAge Policy Manual, the NewAge Brand Partner Agreement, and all other obligations to NewAge.

NewAge must be notified in writing if any of the information contained in the required documents changes in any way and be given updated or revised versions of those

documents. NewAge retains the same discretion to accept or reject a change in the ownership of a Brand Partner account entity as it has to refuse the initial Brand Partner Agreement.

### **3.1.7 - Relationship to Sponsors**

The relationship between Brand Partners and their personal and placement sponsors is central to the operation of a successful NewAge business. NewAge recognizes this relationship as binding if created pursuant to the methods and procedures described under the “Becoming a Brand Partner” policy.

Personal sponsors have the right to place a new Brand Partner anywhere in their organization. This means new Brand Partners may or may not be working directly with their personal sponsor. New Brand Partners should also understand that titles and commissions based on sales of NewAge products will be paid to the personal and placement sponsors based on the performance of the Brand Partner account.

#### **3.1.7.1 - Sponsorship and Placement**

The Personal Sponsorship and Placement position for new Brand Partners must be selected at the time of enrollment.

### **3.1.8 - Conflicting Personal Sponsor or Placement Sponsor Information**

Where sponsor information on the submitted Brand Partner Agreement conflicts with information previously received via phone, written, or internet enrollment, the phone, written, or internet enrollment information is presumed to be correct and will control. In the case of any other discrepancy, the Brand Partner Agreement will prevail. NewAge reserves the right to make sponsor and commission adjustments if it concludes, in its sole discretion, that an error was made during the enrollment process.

### **3.1.9 - Correcting the Personal Sponsor of a Brand Partner**

The personal sponsor of a Brand Partner may be corrected within 10 business days of enrollment. Requests to correct sponsorship must be submitted in writing to the Compliance Department and must include the reason for the change. The Brand Partner

must also submit a new, signed, Brand Partner Agreement with the corrected sponsor. NewAge reserves the right to charge a fee for each change processed, and require verification, including but not limited to, notarized documentation, before implementing any changes.

### **3.1.10 - Correcting the Placement of a Brand Partner**

The placement of a Brand Partner may be corrected within 10 business days of enrollment. Requests to correct sponsorship must be submitted in writing to the Compliance Department and must include the reason for the change. If a Brand Partner makes such a request, they must also submit the written consent of their Sponsor. The Brand Partner must also submit a new, signed, Brand Partner Agreement with the corrected sponsor. NewAge reserves the right to charge a fee for each change processed, and require verification, including but not limited to, notarized documentation, before implementing any changes.

If at the time of the request the Brand Partner has any Downline organization in place, no change will be permitted in the line of sponsorship. In no case will a change of Placement be approved where a signed application has not been received by NewAge.

### **3.1.11 - Sponsoring**

Brand Partners may sponsor other Brand Partners in any other country in which NewAge is officially doing business, except China. Brand Partners must ensure that each potential Brand Partner has reviewed and has access to the relevant NewAge Policy Manual prior to or at the time of giving the individual a Brand Partner Agreement.

## **3.2 - Changing the Status of a Brand Partner Account**

### **3.2.1 - Active Brand Partner Status**

The Brand Partner Agreement allows a person to become a Brand Partner with or without any purchase of products. Becoming and maintaining an active Brand Partner account requires consistent sale of products through the Brand Partner account. Brand Partners

are required to maintain their minimum sales threshold in order to continue to receive the full benefits of being a Brand Partner. The minimum sales threshold includes purchases the Brand Partner makes for personal use and sales through the Brand Partner's account.

### **3.2.2 - Voluntary Termination of Brand Partner Account**

A Brand Partner may terminate the Brand Partner Agreement with NewAge at any time. The contract may be terminated for any reason or no reason.

The terminating Brand Partner must send a signed written notice to NewAge of the intent to terminate. E-mail requests will be accepted if sent from the Brand Partner's email address on file with NewAge. The Brand Partner should not have any activity on the account once a resignation letter has been submitted to NewAge. The termination will be effective upon receipt and processing by NewAge Compliance.

Any Brand Partner who terminates his or her account must wait the required waiting period before becoming eligible to re-enroll as a Brand Partner.

### **3.2.3 - Annual Renewal of Brand Partner Status**

Unless a Brand Partner voluntarily resigns or is terminated by NewAge, the length of a Brand Partner Agreement, and each subsequent renewal, is one year. NewAge retains the same discretion that it has to accept or reject a request to renew a Brand Partner account as it does to refuse the initial Brand Partner Agreement. Checks for commissions, rebates, or bonuses already earned but not issued will be issued at the time of non-renewal.

### **3.2.4 - Reactivation of an Inactive Brand Partner Account**

A Brand Partner who fails to renew or who voluntarily resigns the Brand Partner Agreement with NewAge may reactivate the former Brand Partner account within six months of their termination date by submitting a written request and a new Brand Partner Agreement. NewAge retains the same discretion to accept or reject the reactivation request from a Brand Partner as it has to refuse the initial Brand Partner Agreement. If the account is reactivated, with NewAge's permission, the Brand Partner will be reactivated in its current position in the downline organization. A Brand Partner account that has been terminated by NewAge for violations of the Policy Manual, Compensation Plan, Brand Partner

Agreement, or other NewAge policies and procedures may not be reactivated unless approved by NewAge.

### **3.2.5 - Required Waiting Period**

Brand Partners who have a beneficial interest in any Brand Partner account and wish to replace it with a beneficial interest in a NEW Brand Partner account must terminate the current beneficial interest. They may initiate a beneficial interest in another Brand Partner account six months after they last had a beneficial interest in any Brand Partner account.

Brand Partners who have a beneficial interest in any Brand Partner account and wish to replace it with a beneficial interest in an EXISTING Brand Partner account must terminate the current beneficial interest. They may initiate a beneficial interest in another Brand Partner account 12 months after they last had a beneficial interest in any Brand Partner account.

A beneficial interest in any Brand Partner account includes, but is not limited to, being an Authorized User on a Brand Partner account, advertising NewAge products or the NewAge business, participating in Brand Partner meetings, attendance at NewAge events, accessing information on a [www.NewAge.com](http://www.NewAge.com) account, directly or indirectly representing oneself as a Brand Partner, financial assistance provided to a Brand Partner account, or financial benefit from a Brand Partner account, etc.

If a person wishes to continue using NewAge products during the required waiting period, the person may place orders directly with NewAge, or may enroll as a Customer with NewAge. The only activity a Customer may have during the required waiting period is product orders on the Customer account.

### **3.2.6 - Brand Partners Marrying**

If two Brand Partners marry or become de facto or common-law spouses, the two Brand Partners may maintain their separate Brand Partner organizations under the Brand Partner accounts each owned before the marriage. If one of the Brand Partner accounts is terminated, sold, assigned, or transferred to another person or entity after the marriage, the selling owner of the Brand Partner account need not wait six months to become an Authorized User on their spouse's Brand Partner account.

### **3.2.7 - Attachment Due to Court Action**

A Brand Partner account is an asset and as such may be subject to seizure by a judgment creditor, bankruptcy trustee, or other third-party. If NewAge receives notice of a third-party claim to an interest in a Brand Partner account, NewAge will notify the Brand Partner at the address on file with NewAge.

If any judgment creditor, bankruptcy trustee, or other third party claims an interest in a Brand Partner account, NewAge will obtain legal advice regarding its responsibility to honor the claim. If, in good faith, NewAge relies on such legal advice, NewAge cannot be held liable by a Brand Partner account or its owner for honoring the claim.

### **3.2.8 - Annulment or Divorce**

Brand Partners may become subject to a division of property that accompanies a divorce or annulment. NewAge will continue to treat the Brand Partner account according to the Brand Partner Agreement until NewAge receives a court order or decree directing otherwise. NewAge will not be liable to anyone for relying in good faith on a court order, decree, or judgment relating to the rights in a Brand Partner account in a divorce or annulment setting. The former Brand Partner who lost his or her interest in the Brand Partner account due to divorce or annulment is not subject to the required waiting period policy. Brand Partners may not use divorce to circumvent NewAge policies.

### **3.2.9 - Death or Incapacitation**

When a Brand Partner dies, evidence of the death of the individual must be submitted to NewAge within 90 days of the date of the death for a cancellation or transfer of the Brand Partner account. A copy of a death certificate, funeral program, or published obituary will serve as evidence of the death. If NewAge does not receive notification of an intent to have the Brand Partner account pass to the heirs of the decedent within 90 days of the decedent's death, the Brand Partner account may be terminated.

When a Brand Partner dies, right and title to that Brand Partner account will pass to the decedent's heir(s) under the law of the jurisdiction in which the decedent resided. NewAge will comply with any court order or other legal document directing the disposition of the Brand Partner account. If the decedent's heir(s) is already a Brand Partner they may inherit

the Brand Partner account and may operate both Brand Partner organizations. The heir(s) must submit a completed Brand Partner Agreement to NewAge Compliance along with the will, court order, or other legal document directing the disposition of the Brand Partner account. NewAge retains the same discretion that it has to accept or reject the heir's enrollment as a Brand Partner as it does to refuse the initial Brand Partner Agreement.

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

- *a notarized copy of an appointment as trustee;*
- *a notarized copy of the trust document or other documentation establishing the trustee's right to administer the NewAge business; and*
- *a completed Brand Partner Agreement executed by the trustee.*

### **3.2.10 - Sale or Transfer of a Brand Partner Account**

NewAge reserves the right, in its sole discretion, to approve or disapprove any proposed sale, assignment, or transfer of a Brand Partner account. NewAge also reserves the right to charge a fee for the sale or transfer of a Brand Partner account. Any sale, assignment, or transfer of any Brand Partner account or controlling entity thereof is subject to the following conditions:

- *NewAge possesses the right of first refusal with respect to any sale, assignment, or transfer of any Brand Partner account. At NewAge's request, a Brand Partner wishing to sell their Brand Partner account must provide NewAge with the option to purchase the Brand Partner account on the same terms and conditions as any outstanding or intended offer. If NewAge plans to accept the offer, NewAge will notify the Brand Partner within 15 days of the receipt of the offer.*
- *A Brand Partner Account must be in good standing to be sold, transferred, or modified. A Brand Partner account may not be sold, transferred or modified in any way if any of the following conditions apply: the Brand Partner has any unresolved debt obligations to NewAge, temporary account, hold on the account, suspended account, account*

*has been sent notice of intent to terminate, terminated account, account under investigation by NewAge's Compliance or Legal Departments, or NewAge in its sole discretion believes that the sale, transfer, or modification is an attempt to evade NewAge's policies.*

- The selling or transferring Brand Partner must provide NewAge with a completed Sale of Brand Partner Account Form, including the documents listed on the Sale of Brand Partner Account Form. A completed Sale of Brand Partner Account Form must also be provided to transfer ownership of a Brand Partner account from an individual to any entity, or to transfer ownership from any entity to an individual, even if the individual also owns the entity. This Sale of Brand Partner Account Form may be found in this manual and on [www.NewAge.com](http://www.NewAge.com). Brand Partner signatures and authorizations will be considered valid for 90 days from the date of the signature or 90 days from the date the signature or authorization is first submitted to NewAge, whichever date is earlier. In its sole discretion, NewAge may require the seller and purchaser to sign a supplemental Sale of Brand Partner Account Form, which will be provided by NewAge.*
- A new, signed Brand Partner Agreement must be submitted from the purchaser, as well as any other documents necessary for enrollment.*

Upon a sale, transfer, or assignment being approved in writing by NewAge, the buying Brand Partner understand the transaction is "as is." The Brand Partner must assume the position and obligations of the selling Brand Partner and will be entitled to the same rights, titles, and privileges afforded to the former owner, with the exception of participation in the "Founder's Club," "Partner's Council," or other specialty councils. Participation in these councils is non-transferrable.

Selling Brand Partners will be subject to the Required Waiting Period policy if they wish to re-enroll or purchase another Brand Partner account. Members and Brand Partners cannot frequently transact or be involved in the buying or selling of accounts.

If all documents are completed correctly, the sale, transfer, or modification will be processed within 30 days of receipt of the complete paperwork. If, after approving a sale, transfer, or modification of a Brand Partner account, NewAge later determines, in its discretion, that the sale, transfer, or modification was done to evade NewAge policies, NewAge will have the right to reverse the sale, transfer, or modification or terminate the

account in question.

## **3.3 - Ordering and Purchasing NewAge Products**

### **3.3.1 - Subscribe Monthly & Save Program**

The Subscribe Monthly & Save program is an optional program specifically designed to meet the needs of Brand Partners with growing organizations.

### **3.3.2 - Subscribe Monthly and Save Enrollment and Cancellation Procedures**

To enroll in a Subscribe Monthly & Save program, Brand Partners may contact NewAge Customer Service, complete the Subscribe Monthly & Save section on the Brand Partner Agreement, or complete a Subscribe Monthly & Save Change and Enrollment Form.

Subscribe Monthly & Save enrollment and reinstatement requests must be received by the end of business on Friday to guarantee that the enrollment or reinstatement will be processed for the following week. If Subscribe Monthly & Save orders are refused or returned without reason, the Brand Partner may be removed from the Subscribe Monthly & Save program.

All Subscribe Monthly & Save cancellation requests must be received by the end of business on Friday to guarantee that the cancellation will be processed for the following week.

### **3.3.3 - Subscribe Monthly & Save Payment Problems**

If the authorized form of payment provided for Subscribe Monthly & Save results in either a decline or an insufficient funds transaction, that Subscribe Monthly & Save order will not be placed. NewAge reserves the right to continue to attempt to charge the authorized form of payment to place the Subscribe Monthly & Save order for the Brand Partner. If the authorized form of payment provided for Subscribe Monthly & Save results in either a decline or an insufficient funds transaction for two consecutive cycles, NewAge reserves the right, at its discretion, to remove the Brand Partner from the Subscribe Monthly & Save program. Removal from the program will disqualify the Brand Partner from certain bonuses, commissions, and promotions that Subscribe Monthly & Save-active Brand

Partners receive. For Brand Partners removed from the Subscribe Monthly & Save program, reinstatement will require a request accompanied by a qualifying order and a valid form of payment on file for future Subscribe Monthly & Save payment.

### **3.3.4 - Customer Purchasing**

A person or entity that is not a Brand Partner is a customer. A Brand Partner has no exclusive right to any customer, whether for sales purposes or future sponsoring of the customer as a Brand Partner. Customer loyalty is based solely on customer choice.

### **3.3.5 - Product Orders**

Brand Partners may order products from NewAge by telephone, by fax, at [www.NewAge.com](http://www.NewAge.com), or in person at a NewAge office or Will Call Center. Brand Partners should contact NewAge immediately if they do not receive their order.

In its discretion, NewAge reserves the right to limit the amount of product that any one Brand Partner may purchase.

### **3.3.6 - No Territory Restrictions**

To be completely fair in our relationships with all Brand Partners, NewAge grants no exclusive territories to anyone.

### **3.3.7 - Will Call Center Product Pick Up**

Brand Partners who place orders to be picked up at any will call center are required to collect these orders within one month of the purchase date. For orders that have not been picked up within the allotted time period, NewAge reserves the right to determine the final outcome of the order. NewAge may either ship the order to the address of the purchasing Customer or Brand Partner at their expense, charged to any valid form of payment on file for the Brand Partner, or may cancel the order and reverse any commissions or bonus paid on the order. The Brand Partner releases NewAge from any further obligation or liability.

### **3.3.8 - International Orders**

Brand Partners should order products in the country in which they are enrolled. A Brand Partner traveling to another country may order and pick up products at the local office of that country provided the Brand Partner is present in the country. Any international order must comply with all other relevant policies and procedures.

### **3.3.9 - Price Changes**

Product availability and price are subject to change without notice.

### **3.3.10 - Incomplete Orders and Damaged Goods**

In the event that a Brand Partner receives an incomplete order, it is the responsibility of the Brand Partner to review the order and report the discrepancy within 10 days of receipt of the order. NewAge endeavors to ship products in quality resaleable condition. Some products may become damaged in the shipping process. Visibly damaged orders should be refused if possible. The return shipping costs will not be deducted from the refund amount if the order is damaged. If a damaged order is delivered, the Brand Partner should immediately contact the NewAge Sales & Service Center for instructions on returning the damaged order. Brand Partners may be asked to retain the damaged product for a follow-up from the shipping company.

### **3.3.11 - 70% Rule**

Brand Partners must certify on each product order form or when placing an order that they have sold, consumed, or used at least 70% of all products from the last order. No Brand Partner may order products without complying with the 70% rule. NewAge does not require or encourage a Brand Partner to purchase inventory in an amount which unreasonably exceeds that which can be expected to be resold or consumed within a reasonable period of time.

Brand Partner certifications of compliance with the 70% Rule are subject to random or selective audits by NewAge. While some products may be reasonably reported to be for personal use, the uses of the remaining products must be validated with proper documentation, the approval of which is at NewAge discretion.

### **3.3.12 - Sales Tax**

NewAge collects sales tax on the purchase price paid for products according to applicable tax rates for each state to which the products or materials are shipped. If a Brand Partner account has a current valid resale permit on file for the Brand Partner account, NewAge will not charge sales tax.

### **3.3.13 - Shipping and Handling Charges and Risk of Loss**

For all orders of NewAge products, a shipping charge is added. Express shipping is available on all orders. Additional shipping charges will apply. Will Call or pickup orders carry a handling fee of 5% of the order value. NewAge has satisfied its obligations when NewAge delivers the products to the common carrier. Title to the products and risk of their loss or damage in shipment pass to the Brand Partners at that time.

### **3.3.14 - Payment**

No Brand Partner is to accept payment for products from a customer except at the time the products are delivered to the customer by the Brand Partner. If a Brand Partner assists another Brand Partner by placing and picking up orders for that Brand Partner (because that Brand Partner has limited access to a NewAge office or Will Call Center), the assisting Brand Partner must immediately place the order with NewAge upon receipt of monies from the Brand Partner, and must deliver the products in a timely matter to the Brand Partner who paid for the products.

All orders made to NewAge must be accompanied by proper payment including all applicable shipping and handling fees and sales taxes. It is the responsibility of Brand Partners to ensure that proper payment is received by NewAge. In the event that a charge is declined, an order will be voided. Any loss of commissions due to voided or declined orders are born by the Brand Partner. A Brand Partner may use a credit card owned by another person only if the owner of the credit card has authorized such use.

The return of a paper check issued to NewAge will result in a returned check fee being placed on the account of the Brand Partner on whose account the order was placed.

Once an account has been terminated, any in-house balance on the account will be voided 90 days after the termination of the account.

### **3.3.15 - Credit Card Chargebacks and Insufficient Funds**

If a payment for a sales order results in either a credit card chargeback or an insufficient funds transaction and the products have already been released to the Brand Partner, NewAge may reverse commissions paid for up to the full the commissionable value of the order at the time of the unpaid balance. In its sole discretion, NewAge may seek to recover the funds that are not paid. If any funds are recovered, administrative costs of NewAge and any legal or collection costs will be deducted from the total recovery before apportioning out any refund payable to those Brand Partners whose commissions or bonuses had been reversed.

### **3.3.16 - Volume Transfer**

NewAge does not allow Brand Partners to transfer volume from one Brand Partner account to another.

## **3.4 - Returning NewAge Products**

### **3.4.1 - Refund Policies for Purchased Products**

All products returned must be in resalable condition and not beyond their reasonable shelf life and a newer “upgrade” (i.e. version, reformulation, discontinuation) has not been released to the general public. Products are considered to be past their shelf life 1) if the expiration date printed on the product package has passed, or 2) if the package has been opened or damaged.

A Brand Partner’s first-time order of a product may be opened and still be eligible for return, unless the Brand Partner has placed subsequent orders for that product. Subsequent orders for that product will negate the eligibility of the first order to be returned if it has been opened.

Brand Partners are responsible for the cost incurred in shipping the products back to NewAge. All refunds that are paid may result in a reversal of commissions paid at the

time of the sale of the products for up to the full commissionable value of the purchase. Shipping charges, handling fees, and customs fees are non-refundable unless NewAge made an error originally. Only the Brand Partner under whose ID number the order was placed can initiate the return. If an order is refused, the return shipping costs will be deducted from the refund amount. Questions regarding whether a purchase qualifies to be returned under these policies should be directed to NewAge Sales & Service Center.

### **3.4.2 - Brand Partner Order Returns**

A Brand Partner who is not satisfied with any products may return the products within 30 days of purchase and receive a refund. The return must be initiated by the Brand Partner on whose account the products were ordered. Unless NewAge made a shipping error, the Brand Partner returning the products is responsible for the cost incurred in shipping the products back to NewAge. The volume from returned orders will be negatively adjusted; the negative volume will flow up the tree the week following a return. Returns from Preferred Customers, and Brand Partner returns where volume from that order was auto-balanced, will be negatively auto-balanced in the week the return is processed. Any positive volume generated during that return week will be auto-balanced after the negative volume is auto-balanced. Shipping charges, handling fees, and customs fees are nonrefundable, unless NewAge made a shipping error.

The conditions for a refund are as follows:

- *Products received within 30 days of the order date will receive 100% credit or exchange, less original shipping. Products received from 31 to 180 days of the original order date will receive a 90% credit or exchange, less original shipping. Products that are received after 181 days from the order date will not be refunded unless the Brand Partner is terminating the Brand Partner Agreement with NewAge.*
- *NewAge reserves the right to refuse returns from Brand Partners or Preferred Customers who request to return more than a cumulative \$250 of products within a rolling six-month period.*
- *Original product containers must be returned to NewAge for refund to be issued.*

- *Promotional and certain specialty items may have more restricted conditions for returns. Contact NewAge Sales & Service for details.  
All sales of digital media are final.*

### **3.4.3 - Subscribe Monthly & Save Order Returns**

NewAge will accept returns for up to two Subscribe Monthly & Save orders of unopened and unused products under the standard return policy. Any Brand Partner who refuses a Subscribe Monthly & Save order upon delivery is subject to Subscribe Monthly & Save termination by NewAge.

### **3.4.4 - Product Buy-Back (for Terminating Brand Partners)**

NewAge's product buy-back policy is to assist Brand Partners who are terminating their Brand Partner Agreement with NewAge by alleviating the financial burden of unused products. If conditions are met, and a Brand Partner so requests, NewAge will repurchase the products for 90% of the purchase price, less original shipping and other costs. All repurchases are subject to a deduction based on the amount of commissions paid to the Brand Partner for that order.

The product buy-back conditions are as follows:

- *Any Brand Partner desiring to participate in NewAge's buy-back policy must be terminating the Brand Partner account. A repurchase will not take place until NewAge has received a notice of termination or until the Brand Partner has been terminated by NewAge.*
- *Products must be returned to NewAge within one year of the original purchase date.*
- *All products must be in resalable condition and not beyond their shelf life of the products (products are considered past their shelf life 1) after the expiration date indicated on the product package has passed, or 2) once it has been opened).*
- *The terminating Brand Partner is responsible for all costs associated with returning the products.*

### **3.4.5 - Customer Satisfaction Guarantee**

NewAge offers a 30-day, 100% money-back guarantee to all its customers. If, for any reason, a customer is not satisfied with a purchase (first time purchase of a product), the customer may receive a full refund, less original shipping. Original product containers must be returned to NewAge for a refund to be issued. Customer is responsible for return shipping charges.

### **3.4.6 - Retail Purchase from a Brand Partner**

In order to receive a refund, the retail customer must, within 30 days of the purchase, return the unused portion of the products to the Brand Partner from whom the customer purchased the products.

The Brand Partner will then fill out a Retail Exchange Form and obtain an RA number from the NewAge Sales & Service Center. NewAge must receive the completed Retail Exchange Form, the used container, and the RA number within one year from the original purchase date from NewAge to provide the Brand Partner with a replacement order of the products. NewAge has the right to refuse to replace the products if there is reasonable doubt that the products were actually purchased by a customer.

Any retail customer who follows the above procedures and is not refunded by the Brand Partner may contact the NewAge Sales & Service Center for a refund. NewAge reserves the right to offset such refund costs against the Brand Partner.

Note: Brand Partner price purchases shipped by a Brand Partner to a customer will not qualify for return under the NewAge customer satisfaction guarantee.

### **3.4.7 - Sales Aid and Promotional Item Return Policy**

A Brand Partner who is not satisfied with any sales aid or promotional item may return that order within 30 days of purchase and receive a refund. NewAge sales aids which have not been opened or used and are still in resalable condition may be returned to NewAge within 30 days of purchase for a 100% refund, less shipping costs. No seasonal or promotional sales aids, which have been designated as such at the time of purchase, may be returned.

Terminating Brand Partners may return all marketable sales aids to NewAge for a 90% refund, less shipping costs, for up to one year after the purchase date. No seasonal or promotional sales aids, which have been designated as such at the time of purchase, may be returned.

#### **3.4.8 - Returns for Residents of Certain Jurisdictions**

Some jurisdictions (states, provinces, etc.) may require, by law, different return policies than those set forth in this manual. NewAge will abide by those laws.

#### **3.4.9 - Product Liability**

NewAge, Inc. and its subsidiaries maintain a global product liability insurance policy in an appropriate amount covering claims that its products are defective. This insurance policy contains a “Vendors Endorsement” which extends coverage to Brand Partners so long as they are marketing NewAge products in accordance with applicable laws and regulations and the Brand Partner Agreement and Policy Manual. The insurance coverage and NewAge’s commitment apply only to product liability claims. They do not apply to situations, for example, where a Brand Partner has made an unauthorized health claim or was otherwise guilty of misconduct in marketing a product or where an accident or other incident unrelated to product quality has occurred on Brand Partner or third-party premises.

If any product liability issues arise, NewAge should be immediately notified and allowed to fully investigate such claim and, in coordination with its insurance carriers, appropriately address and deal with the situation.

This section does not apply to the TrūAge Scanner, which is not intended to be sold by Brand Partners to other customers. The only applicable warranty offered relating to the TrūAge Scanner comes from the manufacturer and is passed onto the Brand Partner by NewAge. The warranty is contained in the materials supplied with the TrūAge Scanner.

#### **3.4.10 - Indemnification**

NewAge Brand Partners are fully responsible for all of their respective oral and written statements made regarding NewAge products, services, and the NewAge Compensation

Plan that are not expressly contained in Official NewAge Materials. This includes statements and representations made through all sources of communication media, whether person-to-person, in meetings, online, through social media, in print or by any other means of communication. Each Brand Partner agrees to indemnify NewAge (as well as its directors, officers, employees and agents, if any) and hold them harmless from all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred NewAge as a result of a Brand Partner's unauthorized representations or actions. This provision will survive the termination of this Agreement.

## **Section 4 – Regulations & Enforcement**

---

### **4.1 - Investigation of Policy Violations**

The goal of NewAge Compliance is to handle all compliance issues fairly and efficiently. This procedure helps ensure that all Brand Partners will be treated with equal fairness. Any complaint submitted to NewAge Compliance must be in writing, with written evidence of the policy violation linked to the Brand Partner account in question. Upon receipt of such a claim against a Brand Partner, NewAge Compliance will contact that Brand Partner and other relevant persons to obtain all facts and assertions relating to the conduct in question.

Because of NewAge's privacy procedures, NewAge may or may not notify the submitting Brand Partner of any investigation done or disciplinary action taken as a result of the claim submitted by the Brand Partner.

Written notification of any claim must be received by NewAge within one year of the date that the Brand Partner knew, or should have known, about the claim.

### **4.2 - Fines for Policy Violations**

If a Brand Partner violates a NewAge policy, NewAge may fine the Brand Partner at NewAge's reasonable discretion as compensation for costs incurred.

## **4.3 - Receipt of Commissions and Bonuses**

One of the benefits of being an active Brand Partner is qualification to receive commissions and bonuses. A Brand Partner account must be active and in good standing at the end of a commission period to be qualified to receive commissions and bonuses attributable to that period. If a Brand Partner account is terminated, suspended, or under formal investigation during a particular commission period, the Brand Partner is not eligible to receive commissions or bonuses for that period or any future period until such time as the account is restored to good standing.

## **4.4 - Suspension**

A Brand Partner may be suspended for violating the terms of the Brand Partner Agreement or the policies and procedures outlined in this Policy Manual, including any published amendments to the manual. NewAge will inform the Brand Partner in writing that the suspension has occurred or will occur effective the date cited on the written notification. NewAge will cite the reason for the suspension and the steps necessary (if any) to remove the suspension. The suspension notice will be sent to the Brand Partner's address on file with NewAge. Suspension may or may not lead to termination of the Brand Partner account, as determined by NewAge in its reasonable discretion based on the facts available to NewAge.

NewAge may take certain action during the suspension period, including but not limited to the following:

- *Holding commissions, bonuses, NewAge Business Rewards, and any other incentives, trips, or trainings.*
- *Prohibiting the Brand Partner from presenting themselves as a Brand Partner of NewAge or using any of NewAge's proprietary marks and/or materials.*
- *Prohibiting the Brand Partner from purchasing products and services from NewAge.*
- *Prohibiting the Brand Partner from sponsoring new Brand Partners, contacting current Brand Partners, or attending meetings of Brand Partners.*

One of the benefits of being an active Brand Partner is qualification to receive commissions and bonuses. A Brand Partner account must be active and in good standing at the end of a commission period to be qualified to receive commissions and bonuses attributable to that period. If a Brand Partner account is terminated, suspended, or under formal investigation during a particular commission period, the Brand Partner is not eligible to receive commissions or bonuses for that period or any future period until such time as the account is restored to good standing.

## **4.5 - Termination**

Any Brand Partner may terminate the Brand Partner Agreement at any time for any reason or no reason. Similarly, NewAge may terminate the Brand Partner Agreement at any time upon prior written notice.

NewAge may terminate a Brand Partner account for cause if the Brand Partner violates the terms of the Brand Partner Agreement or the policies and procedures outlined in this Policy Manual, including any published amendments to the manual. NewAge will inform the Brand Partner in writing, via mail, email, fax, or delivery to an express courier, to the Brand Partner's last known address, email address or fax number, or to their attorney, that the termination has occurred or will occur effective the date cited on the written notification. The written notification will cite the reason for the termination. The termination notice will be sent to the Brand Partner's address on file with NewAge.

## **4.6 - Effects of Termination**

Immediately upon termination, the terminated Brand Partner:

- *must remove and permanently discontinue use of trademarks, service marks, trade names and any signs, labels, stationery, or advertising referring to or relating to any NewAge products, plan, or program;*
- *must cease representing themselves as a Brand Partner of NewAge;*
- *loses all rights to their Brand Partner account, including but not limited to titles and organization;*

- *ceases to accrue commissions and earnings;*
- *loses all rights to NewAge Business Rewards or incentive trips or trainings, and*
- *must take all action reasonably required by NewAge relating to protection of its confidential information.*

NewAge reserves the right to offset any amounts owed by a Brand Partner to NewAge from any commissions or other compensation due to the Brand Partner.

## **4.7 - Appeal**

If a Brand Partner wishes to appeal termination by NewAge, an appeal in writing must be received within 30 days of the effective date on the termination notice. If no appeal is received within the 30-day period, the termination will be deemed final. If a Brand Partner files a timely notice of appeal, NewAge will review the appeal and notify the Brand Partner of its decision. The decision of NewAge will be final and subject to no further review. In the event the action is not rescinded, the discipline will remain effective as of the date stated in the original notice. The effects of termination stated above will continue to apply to the Brand Partner during the appeal process, regardless of the outcome.

## **4.8 - Founders Club Review**

If a Brand Partner who has achieved the title of “Officer” or above wishes to appeal termination by NewAge, the Brand Partner may appeal to the Founders Club of the market in which the Brand Partner operates. Review by the Founders Club is only available to Officers and above. In order to appeal to the Founders Club, an appeal in writing must be received within 30 days of the effective date on the termination notice. The Founders Club will convene (in person or by telephone) within 90 days from the date on which the petition is filed. Any resolution or decision made by the Founders Club will be final, binding, and non-appealable by both parties.

## 4.9 - Other Conditions

NewAge is constantly working to expand opportunities for its Brand Partners around the globe. In some markets, extraordinary business, legal, and regulatory expenses may exist that cannot be recouped in the price of NewAge's product. This leaves NewAge with the option of either discontinuing business in that market, or discounting that market's contribution to the Bonuses. Accordingly, NewAge may in its discretion and without notice adjust the contribution from those countries to the Bonuses to offset those expenses.

NewAge's business system is seamless and borderless. That means as a Brand Partner you have the ability to build your business anywhere in the world where NewAge is officially open—you can sponsor Brand Partners in other countries without restriction. You and your international Organization will be paid in your respective local currencies (appreciable adverse currency fluctuations may negatively affect the amount of commissions you receive from other countries), but your qualifications will be seamless around the world. The result is a unified commissions system.\*

*\*Because of extraordinary business, legal, and regulatory conditions, NewAge's compensation plan for some markets may be executed in a modified form.*

NewAge cannot guarantee that it will always do business in every country where it is currently operating. If NewAge decides in its sole discretion to cease operations in a particular country, NewAge will not have continuing obligations to Brand Partners relating to that country, including commissions, bonuses, or other remuneration that Brand Partners may lose as a result of the country being closed.

Although the NewAge compensation plan is generous, all commissions, rewards, and income are conditioned on the Brand Partner's good standing and compliance with NewAge's policies and procedures and the laws of the country where the Brand Partner does business.

The commissions, incentives, and bonus pools in the NewAge Compensation Plan are intended to reward Brand Partners who acquire real Customers who consume NewAge products and real Brand Partners who work to build the NewAge business. NewAge reserves the right to withhold the payment of the commissions, incentives, and bonuses

from Brand Partners that are suspected of not producing this type of legitimate customer driven business activity. Non-legitimate activity includes, but is not limited to, activity that violates NewAge’s policies regarding simultaneous interests, addresses and contact information, tax identification numbers, and the application process.

## **Section 5 – Priveleges of Brand Partners**

---

### **5.1 - Incentive Award Redemption**

The NewAge Recognition Program offers several trips and training events that include travel or accommodations provided by NewAge. The following guidelines apply to Recognition trips and training events:

- *They must be taken by Brand Partners as described by NewAge.*
- *They are non-transferable. They may only be taken by the Brand Partners who qualified for the trip or training.*
- *They may be postponed only once by the Brand Partner who qualified for the trip or training.*

### **5.2 - Partners Council**

The Partners Council is a group of Brand Partners that meets with NewAge frequently to discuss matters that concern both NewAge and NewAge Brand Partners. A Brand Partner who has reached the Title of “Officer” or above and who is in good standing with the Company is eligible for membership in the Partners Council. Contact your local office for further details.

## 5.3 - Founders Club

The NewAge Founders Club is the most prestigious and high-level ranking that a Brand Partner can achieve in NewAge. It is a group of Brand Partners that consistently demonstrated elevated character, judgment, business acumen, and reputation as Brand Partners for NewAge. Brand Partners must be in good standing with NewAge for at least three years in order to be invited to join the Founders Club of a particular market. Contact your local office for further details.

# Section 6 – Rights of NewAge

---

## 6.1 - Amending the NewAge Brand Partner Agreement

NewAge reserves the right at any time to amend the Brand Partner Agreement and this Policy Manual.

NewAge will provide its Brand Partners with advance notice of the changes. Nevertheless, each Brand Partner who has entered into a previous version of the Agreement with a previous version of the Policy Manual may choose whether or not to accept the new Policy Manual or to remain bound by the Policy Manual that they previously accepted. Thus, Brand Partners may have different versions of this Policy Manual.

In rare cases, NewAge may have no choice but to mandate that specific changes to the Policy Manual be accepted by Brand Partners. These instances are limited to the following:

- *Maintaining the viability of NewAge as an organization.*
- *As required to comply with changes mandated by governments, regulators, or law.*
- *As required by affiliated industry trade groups.*

By executing the Agreement, Brand Partners agree to abide by any modifications to the Agreement necessitated by the circumstances listed above.

## **6.2 - Lead Share/Distribution of Brand Partner Referrals**

When a non-referred consumer contacts NewAge directly, NewAge will determine, at its sole discretion, whether the consumer was first contacted by a Brand Partner. If NewAge determines that the non-referred consumer was not first contacted by a Brand Partner, NewAge will assign the lead to a Lead Share-qualified Brand Partner. Commissions from the first purchase by a non-referred consumer will be credited to NewAge.

Non-referred consumers will be distributed on a rotating basis according to geographical location. This policy does not apply to any special lead or referral promotions, which may include Brand Partners who do not meet the qualifications listed above.

NewAge cannot guarantee the quality of leads. Participation in the Lead Share program is at NewAge's discretion.

## **6.3 - Use of Brand Partner Images and Likeness**

Brand Partners' photographs, names, voices, or likenesses may be used in marketing, training, orientations, or other company materials. Brand Partners expressly give permission for their photographs or likenesses to be used by NewAge for all reasonable business pursuits, including, but not limited to, marketing, training, orientation and Brand Partner development materials.

## **6.4 - Publication of Brand Partner Commissions and Bonus Amounts**

By receiving a commission check or bonus check, a Brand Partner grants NewAge the right to publish that check amount and the Brand Partner's name in any company marketing materials and on the company websites.

## **6.5 - Unsolicited Proposals**

From time to time, NewAge, Inc. or any of their subsidiaries receive ideas or suggestions for products, promotions or other proposals. It is the policy of NewAge, Inc. and their subsidiaries to decline consideration of any unsolicited ideas. Employees are instructed to stop reading any unsolicited email or correspondence as soon as it is apparent that it contains such proposed ideas, thereby avoiding any misunderstanding of intellectual property ownership rights. Such a policy applies to oral conversations as well. Please be aware that NewAge views any ideas, proposals, concepts or models of any kind submitted to NewAge, Inc. or its subsidiaries to be the property of NewAge, Inc. without any obligation to the submitting party, unless otherwise agreed to previously in writing.

## **6.6 - Waiver**

The Company never forfeits its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. Failure by NewAge to exercise any right or power under the Agreement or to insist upon strict compliance by a Brand Partner with any provision of the Agreement will not result in a waiver of NewAge's right to demand exact compliance with the Agreement. In the event that a policy is waived, such waivers must be conveyed, in writing, by the Compliance Committee or an officer of the company. The waiver will apply only to the particular case for which it is given.

## **6.7 - Provisions Severable**

If any provision of the Agreement in its current or amended form is found to be invalid or unenforceable for any reason, the invalid portion(s) of the provision will be severed, and the valid portions will remain in full force and effect.

## **6.8 - Delays and Force Majeure**

NewAge will not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control, such as strikes, labor difficulties, riots, war, fire, death, pandemic, curtailment, or interruption of a source of supply, government decrees or orders, etc.

# Glossary

---

## **Activation**

The date that a Brand Partner reaches twice the minimum sales threshold within their first year of enrollment.

## **Active Brand Partner**

A Brand Partner who satisfies the minimum personal sales volume requirements as set forth in the NewAge Compensation Plan to ensure that they are eligible to receive bonuses and commissions.

## **Applicable Law(s)**

This means whatever local, state, national or international law is applicable to the Brand Partner's dealings as a Brand Partner. NewAge's acceptance of a Brand Partner Agreement is conditioned upon the Brand Partner's commitment to actual adherence to applicable law.

## **Brand Partner**

This is the name given to each person or entity whose offer to NewAge to market its products has been accepted. All Brand Partners have a contractual agreement with NewAge to market NewAge products in accordance with NewAge's ideals, the Code of Ethics of the DSA, the policies and procedures expressed in this manual, any subsequent amendment, and any applicable law.

## **Brand Partner Agreement**

The contract between NewAge and each Brand Partner. This includes the Brand Partner Application and Agreement, the NewAge Policies and Procedures, the NewAge Compensation Plan and the Business Entity Form (when appropriate), all in their most current and updated forms. These documents are collectively referred to as the "Agreement."

## **Brand Partner Account**

An Income Position controlled by an individual or business entity. May also be referred to as a Brand Partner's business.

## **Business Entity**

Any legally recognized entity including, but not limited to, corporations, limited-liability companies, partnerships, or trusts.

## **Crossline**

The placement of all income positions that are NOT in a parent/child relationship placed below another income position. Volume does not flow through crossline orders.

## **Crossline Recruiting**

The direct or indirect enrollment of, solicitation of, attempted enrollment of and/ or enticement of an individual who or entity that already has a current Preferred Customer or Brand Partner Agreement on file with NewAge, or who has had such an Agreement within the preceding six calendar months within a different line of sponsorship.

## **Customer**

A consumer of NewAge products. A customer is an individual who purchases NewAge products from a Brand Partner and who is not a participant in the NewAge Compensation Plan.

## **Cycle**

Four-week period tied to commission qualification length.

## **Downline**

Refers to the placement of Income Positions in a parent/child relationship below another Income Position. Volume flows up through a Downline.

## **Income Position**

A specifically placed "spot" in the placement tree of the NewAge Brand Partner organization, which spot is controlled by a Brand Partner.

## **Manual**

This means this Policy Manual, which is incorporated as a matter of reference into the Brand Partner Agreement, with all of the pertinent amendments thereto.

## **Minimum Sales Threshold**

The minimum number of sales that must be generated each cycle (four weeks) above which commissions are then earned. This minimum sales threshold includes personal product purchases and sales to personally sponsored Preferred Customers and/or Retail Customers. The minimum thresholds may vary by market.

## **Negative Volume**

Points that are associated with product returns. The point(s) corresponding to the products returned, will be subtracted from the total volume on the line where the return occurred.

## **Official NewAge Material**

Literature, audio or video tapes, websites, and other materials developed, printed, published, and/or distributed by NewAge.

## **Organization**

An organization is made up of Brand Partners and customers for whom a Brand Partner is the personal sponsor, Brand Partners for whom a Brand Partner is the placement sponsor, and Brand Partners and customers who have been recruited by these Brand Partners. By receiving commissions based on the orders and sales of their organization, Brand Partners have a duty to train and encourage their organization.

## **Personal Sponsor**

This is the Brand Partner that brings a Brand Partner or customer into NewAge. This person benefits from the orders placed by Brand Partners and customers in their organization and from title advancements their personally sponsored Brand Partners earn in the future. A new Brand Partner becomes a personal sponsor by sponsoring another person as a new Brand Partner or customer.

## **Personal Sales Volume**

The commissionable value of services and products purchased by a Brand Partner and/or the Brand Partner's personal customers who are on the Subscribe Monthly & Save program or who purchase from the Brand Partner's NewAge personal NewAge website.

## **Personal NewAge Website**

A website provided by NewAge to Brand Partners that utilizes website templates developed by NewAge.

## **Placement**

The position of a Brand Partner, under the Sponsor, such that an attached linked path is created (similar to a family tree structure) from one Brand Partner to another (parent-child relationship).

## **Points**

A universal denomination by which commissions are calculated. Products with points are commission eligible. Each currency worldwide has an exchange rate associated with one point. Each commissionable product has a selling price and a point volume amount associated with it.

## **Products**

NewAge products available for retail sale or personal use by Brand Partners and customers.

## **Registered External Website**

A Brand Partner-operated, NewAge-approved website that is hosted on a non-NewAge server. It is not an official NewAge corporate website.

## **Resalable**

Products and Sales aids will be deemed “Resalable” if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) products are in new condition at the time they are received by NewAge; (4) products are returned to NewAge within one year from the date of purchase; and (5) a newer “upgrade” (i.e. version, reformulation, discontinuation) has not been released to the general public. Any merchandise that is clearly identified at the time of sale as non-returnable, discontinued, or a seasonal item is not Resalable. Personal NewAge website fees are not refundable except as required by applicable law.

## **Retail Price**

Recommended price at which Brand Partners should advertise NewAge products.

## **Retail Sales**

Sales made to a customer at a price above the price paid by a Brand Partner. When Brand Partners sell directly to a customer, they receive the retail profit for that purchase.

## **Social Media**

Any type of online media that invites, expedites, or permits conversation, comment, rating, and/or user generated content. Examples of social media include, but are not limited to, blogs, Facebook, Instagram, Twitter, LinkedIn, Pinterest, and YouTube.

## **Sponsor**

A Brand Partner who introduces a new NewAge consumer to purchase products or to introduce others to purchase NewAge products.

## **Sponsorship Tree**

The Downline organization based on sponsoring. Each personally sponsored Brand Partner is first generation. Second generation is every first generation's Brand Partners they sponsored and so on down any number of generations.

## **Subscribe Monthly & Save Program**

A reoccurring order established by the consumer, which automatically sends product to their doorstep. Since all products are a one-cycle supply, Subscribe Monthly & Save is generally set to reoccur once a cycle.

## **Subscribe Monthly & Save Program Price**

The price Brand Partners purchase NewAge products for if they are also on Subscribe Monthly & Save. The retail price is generally 30% above this price.

## **Title**

The "title" that a Brand Partner holds according to the NewAge Compensation Plan. "Title" refers to the highest position a Brand Partner has achieved in the NewAge Compensation Plan at any time. "Paid As" title refers to the position at which a Brand Partner is qualified to earn commissions and bonuses during the current commission period.

## **Upline**

This term refers to the Brand Partner placed immediately above a Brand Partner in the NewAge Compensation Plan tree, followed by that individual's immediate Brand Partner placed immediately above themselves, and so on to the last individual found on that line.

## **Volume**

The summation of points.

## **Wholesale Price**

The prices at which Brand Partners purchase NewAge products.



**NEWAGE™**