

pawTree®, LLC

petPro POLICIES & PROCEDURES

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1. Policies and Compensation Plan Incorporated into Independent petPro Agreement; Amendments.

These Policies and Procedures, in their present form and as changed at the reasonable discretion of pawTree, LLC (hereafter “pawTree” or the “Company”), are incorporated into the pawTree Independent petPro Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the pawTree Independent petPro Agreement, the Policies and Procedures, the pawTree Compensation Plan, and the pawTree Business Entity Addendum (the Business Entity Addendum is only applicable to IpPs who enroll as a business entity). Independent petPros shall be referred to herein as “IpPs.” The Company reserves the right to amend the Agreement at its reasonable discretion. Amendments shall be effective 30 days after notice and publication of the amended provisions in the IpP’s Back-Office but amended policies shall not apply retroactively to conduct that occurred prior to the effective date of the amendment.

2. Policies and Provisions Severable.

If any provision of the Agreement, in its current form or as amended, is held void or unenforceable, only the void or unenforceable portion(s) of the provision shall be severed from the Agreement and the remaining provisions shall remain in effect. The severed provision shall be reformed so that it is in compliance with the law and reflects the purpose of the original provision as closely as possible.

3. Term and Renewal of Your pawTree Business.

The initial term of the IpP Agreement is three months. Thereafter, the term is month-to-month and is renewed when an IpP pays his/her monthly web services fee (subject to disciplinary cancellation). Annual/monthly renewal fees are optional in North Dakota.

4. Compliance with the Law.

IpPs must not engage in any act or omission that constitutes a violation of the law.

5. General Conduct.

IpPs shall safeguard and promote the good reputation of pawTree and its products, and must avoid deceptive, misleading, unethical or immoral conduct or practices, and must exhibit high moral character in their personal and professional conduct. IpPs shall not engage in conduct that may be reasonably foreseen to damage the Company’s goodwill or reputation. While it is impossible to specify all conduct that would fall into this category, and the following list is not a limitation on the standards of conduct to which IpPs must adhere pursuant to this policy, the following standards specifically apply to IpPs’ activities:

- IpPs must conspicuously identify themselves as an independent pawTree IpP in all advertising, telephone directory listings, promotional material, social media postings, and other forums in which they promote pawTree products, and/or the pawTree business. IpPs are responsible for the content of all of their personal posts on any social media site, as well as any and all postings that appear on any social media site that they own, operate, or control.
- Deceptive conduct is always prohibited. IpPs must ensure that their statements are truthful, fair, accurate, and are not misleading in any fashion;
- IpPs may not engage in conduct that can reasonably be seen as sexually explicit, obscene, pornographic, offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise), graphically violent, solicitous of any unlawful behavior, that is reasonably classified as engaging in personal attacks on any individual, group, or entity, or is in violation of any intellectual property rights of the Company or any third party.
- If an IpP’s pawTree business is cancelled for any reason, the IpP must discontinue using the pawTree name, and all other pawTree intellectual property, and all derivatives of such intellectual property, in postings on all Social Media, websites, or other promotional material.
- IpPs may not represent or imply that any state or federal government official, agency, or body has approved or endorses pawTree, its program, or products. Publicly promoting a social, political or religious agenda in a business or personal capacity that may reasonably be foreseen as controversial;
- Disparage or make negative comments about pawTree or its products in any way that can be reasonably foreseen to negatively affect or harm the reputation and goodwill of pawTree;
- Utilize a third party as a proxy to engage in any conduct in violation of these policies

6. Social Media.

In addition to meeting all other requirements specified in these Policies, should an IpP utilize any form of social media, including but not limited to blogs, Facebook, Twitter, LinkedIn, YouTube, or Pinterest, the IpP agrees to each of the following:

- No product sales or enrollments may occur on any social media site. To generate sales, a social media site must link only to the IpP’s pawTree replicated website;

- It is each IpP's responsibility to follow the social media site's terms of use. If the social media site does not allow its site to be used for commercial activity, you must abide by the site's terms of use as well as all other rules of the site;
- Any social media site that is directly or indirectly operated or controlled by an IpP that is used to discuss or promote pawTree's products, or the pawTree opportunity may not link to any website, social media site, or site of any other nature that relates to products that are Competing with PawTree' products.
 - A product is "Competing" if: (a) it is intended for animal use; and (b) it is sold by a network marketing business.
- IpPs may not make social media posts about Products that are Competing with those sold by pawTree.
- Utilizing social media to recruit IpPs for another network marketing business; An IpP shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other IpPs relating to the IpP's other direct selling business activities. Violation of this provision shall constitute a violation of the non-sponsoring provision in Policy 20.
- If an IpP creates a business profile page on any social media site that promotes or relates to pawTree, its products, or opportunity, the business profile page must relate exclusively to the IpP's pawTree business and/or pawTree products. The business profile page name must include 'independent petPro'. If the IpP's pawTree business is cancelled for any reason or if the IpP becomes inactive, the IpP must deactivate the business profile page.;

7. IpP Created Advertising, and Promotional Material (Sales Tools).

Subject to the requirements set forth in these Policies, IpPs may create their own Sales Tools, which include but are not limited to, printed materials, audio & video recordings, social media postings and mobile applications (collectively "Sales Tools"), with the exception of product samples. Sampling products to prospective customers and IpPs is permissible only if pawTree 's specific sample packs are used exclusively. pawTree is not responsible for any sampling done by IpPs from previously opened containers.

To ensure that the Sales Tools are of professional quality, are not deceptive and contain only substantiated claims, all IpP created Sales Tools must be submitted to the Company and receive written approval before they can be used or made public. IpPs who receive written authorization from pawTree to produce and publish Sales Tools may make approved Sales Tools available to other IpPs free of charge if they wish but may not sell the Sales Tools to other pawTree IpPs.

pawTree reserves the right to rescind approval for any approved Sales Tools, and IpPs waive all claims against pawTree, its officers, directors, owners, employees, and agents for damages, expenses, costs, or remuneration of any other nature arising from or relating to such rescission.

Approved Sales Tools will be posted in the Marketing Library section of IpPs' Back Offices and will be available for all IpPs' use free of charge. The IpP(s) who created the Sales Tools grants pawTree and its Independent IpPs an irrevocable license to use the Sales Tools at their discretion, and waives all intellectual property right claims, including but not limited to copyright claims, and/or claims for remuneration against pawTree, its officers, directors, owners, agents, and other Independent IpPs for such posting and/or use of the Sales Tools.

8. IpP Web Sites & Internet Policies

The national scope of the Internet creates not only an excellent resource, but also a challenge to pawTree to develop a global strategy that ensures this resource supports and accurately promotes your independent contractor relationship and our direct selling marketing philosophy. In order to take full advantage of the Internet, pawTree has developed the following Internet Policies. The Internet Policies will help protect the business and the image of pawTree and its petPros, promote a consistent Company message free from unauthorized, untruthful or exaggerated claims and rumors, as well as deter poor Web site design.

Linking Policy

Linking to your replicated web site from another Web site can be a great way to direct customers to you and generate additional sales. If you choose to link to your replicated web site, you must follow this Linking Policy:

- A site that links to your replicated web site must follow all pawTree policies and shall not:
 - Imply, either directly or indirectly, that pawTree is endorsing its contents;
 - Use any Company trademarks or trade names, other than those approved for use by IpPs;
 - Contain content or material that could be reasonably construed as offensive, controversial, or distasteful and should only contain content that is appropriate for all age groups;
 - Disparage pawTree® or its products in any way or otherwise negatively affect or harm the reputation and goodwill of pawTree
 - Present false or misleading information about pawTree or the pawTree career opportunity;

- o Misrepresent any relationship with pawTree;
- o Be operated in violation of any applicable federal, state or local law, rule or regulation;
- o Contain content that violates or infringes upon the copyright, trademark, trade name, patent, literary, intellectual, artistic or dramatic right, right of publicity or privacy or any other right of any entity or person or contain material which is libelous or slanderous;
- o Accept or process orders or enrollments. All product orders and IpP enrollments must be placed through the IpP's replicated website;
- o Replicate in any manner any content in your replicated web site; and
- o If your replicated web site is no longer displayed on the Internet (cancelled or terminated subscription), you must remove the link to your replicated web site from all pages where a link was inserted.

Promoting Your pawTree Replicated Web Site Through Search Engines

pawTree does not register your replicated web site with search engines (e.g., Yahoo®, Lycos®). We feel that it is of greater benefit to IpPs to have the official corporate Web site, www.pawTree.com, be found in a search.

If you choose to submit or register your Replicated Web Site with a search engine, the following applies:

- The search string or title you submit cannot contain any Company trademarks (e.g., "pawTree").
- IpPs are prohibited from using any trademarks of the company, including the name pawTree, pawTree logo, and the name of any products or any other trade names trademarks or distinctive phrases or remarks used by the company, including those related to any product or any term confusingly similar thereto- in any form on the internet.
- You may not use the official corporate pawTree website or social media pages to drive business, solicit business, drive people to your own site or recruit petPros. Our trademarked brand name cannot be used to drive traffic away from the corporate site.
- Sometimes you're asked to describe the Web site. The description given cannot contain any Company trademarks.
- In the event your replicated web site is no longer displayed on the Internet (cancelled or terminated subscription), you must contact the search engine provider to remove your submission or listing.

Unsolicited Email

pawTree recognizes the concern many people have regarding unsolicited email (also called "SPAM"). An IpP may not use unsolicited emails to promote pawTree products or the career opportunity. SPAM is an unauthorized electronic advertisement. IpPs are encouraged to follow Internet etiquette and to be good "Net" citizens and expected to abide by all applicable laws and regulations regarding electronic communications.

Online Auctions and Online Flea Markets

pawTree products may not be sold or listed for sale on any online forum, auction or other online outlet. IpP's company provided replicated websites are the only online forum through which IpPs may sell pawTree products or enroll new IpPs.

9. IpP Created Business Presentations and Marketing Methods.

IpPs shall not offer or create their own marketing "systems" or "methods" to recruit new IpPs or build a pawTree business.

10. Trademarks, Copyrights and Images.

The name "pawTree" and other names as may be adopted by the Company are proprietary trade names, trademarks and service marks of pawTree. The Company will not allow the use of its trade names, trademarks, designs, or symbols, or any derivatives of such marks, by any person, including pawTree IpPs, in any unauthorized manner without its prior written permission. This includes, but is not limited to, use in any email address, website domain name, or social media name or address, or unapproved Sales Tools.

Only Company-approved images or artwork created for IpP use may be used in any form of advertising or communication by IpPs. The use of Company trademarks or copyright protected material not in the IpP library or any confusingly similar variation thereof in any form of advertising or communication is not authorized.

Most Internet Service Providers allow you to create a Web site in connection with the services they offer (i.e., your family Web site). If you take advantage of this service, refer to the Linking Policy under Policy #8. If you create your own Web site, it

cannot incorporate Company trademarks or incorporate copyright protected material except Company-approved images or artwork created for IpP use, available in the IpP back-office library. You may, however, link from your own Web Site to your replicated web site provided you adhere to the Linking Policy.

Use of company approved images is allowed on independent websites solely for the purposes of linking to the IpPs replicated site. These images are not intended to be used to sell products, provide product or opportunity details or recreate the IpPs replicated site in anyway.

IpPs may not utilize the Company's trademarks or copyright protected material on any website nor may IpPs utilize the Company's trademarks or copyright protected material to advertise on the Internet by purchasing space on any other Web site or by purchasing or otherwise obtaining a banner advertisement or other similar advertisement (i.e., electronic classified advertisement).

11. Retail Outlets.

pawTree strongly encourages the retailing and selling of its products through person-to-person contact. In an effort to reinforce this method of selling, to help provide a standard of fairness for all IpPs, IpPs may not sell pawTree products or literature, or in any other way promote the pawTree opportunity or products in any retail, wholesale, warehouse, or discount establishment without prior written approval from pawTree (point of sale displays are permissible at such locations however). Notwithstanding the foregoing, IpPs may display and sell pawTree products at temporary booths and professional trade shows.

12. Service Related Establishments.

pawTree strongly encourages the retailing and selling of its products through person-to-person contact. IpPs may not sell pawTree products in service-related establishments. A service-related establishment is one whose primary revenue is earned by providing personal service rather than by selling products. Such establishments include offices of veterinarians and groomers. pawTree reserves the right to make the final determination as to whether an establishment is service-related. Point of sale displays are permissible at such locations.

13. Change of Sponsor.

The only 2 means by which an IpP may legitimately change his/her sponsor:

- 1) By voluntarily canceling his/her pawTree business in writing and remaining inactive for six (6) full calendar months. Following the six-calendar month period of inactivity, the former IpP may reapply by purchasing a new petPro kit. They may do so under the same or a new sponsor. The IpP will lose all rights to his/her former downline organization upon his/her cancellation. The downline organization and customers will not be reinstated under the IpP when they reapply for petPro status.
- 2) if they were assigned a sponsor by the corporate home office referral system and contact, they may contact the home office and request a change within 30 days of that assignment. Once 30 days have passed, requests for change will not be accepted.

14. Waiver of Claims.

In cases, wherein an IpP improperly changes his/her sponsor, pawTree reserves the sole and exclusive right to determine the final disposition of the downline organization that was developed by the IpP in his/her second line of sponsorship. IpPs WAIVE ANY AND ALL CLAIMS AGAINST PAWTREE, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS THAT RELATE TO OR ARISE FROM PAWTREE'S DECISION REGARDING THE DISPOSITION OF ANY DOWNLINE ORGANIZATION THAT DEVELOPS BELOW AN IpP WHO HAS IMPROPERLY CHANGED HIS/HER SPONSOR.

15. Product Claims.

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

16. Weight Loss Testimonials.

IpPs must not make any claim or representation that their pet lost weight by using pawTree products.

17. Income Claims.

IpPs must never lead anyone to believe that they (the audience member) may or will achieve a given level of financial success through a pawTree business. If an IpP alludes in any way to the pawTree income he/she enjoys or the pawTree income opportunity he/she must also provide a copy of pawTree's current Income Disclosure Statement (the "IDS") which can be downloaded at: https://shop.pawtree.com/content/pdf/pawTree_Income_Disclosure.pdf IpPs may disclose their own annual income earned from pawTree for the prior year only and so long as the disclosure is completely truthful and accurate. The IpP making the claim must also provide the most current version of the IDS. IpPs shall not refer to their income as "profit" as pawTree does not have information relating to IpP's expenses, so "profit" is not disclosed on the IDS. If a claim alluding in any way to income earned from pawTree is made on Social Media, the claim must:

- Provide a link to the IDS;
- Include the statement: "To view the generally expected financial result, see the pawTree income disclosure statement at https://shop.pawtree.com/content/pdf/pawTree_Income_Disclosure.pdf; The above statement and link must be clear and conspicuous. That means the disclosure and link must be on the same page as the earnings claim and immediately adjacent to, or following, the claim. The audience must not have to scroll to another page to find the disclosure and link;
- The statement and link must be printed in a color that contrasts with the background on the Social Media page (we suggest black font with a white background); and
- There must be no additional text or graphics near the statement & link to distract the audience;
- Instagram does not allow active links to be placed in a post. Therefore, if an income claim is made on Instagram, the disclosure must state: "To view the generally expected financial result, see the pawTree income disclosure statement. Link in bio."
- If a claim is made on Instagram, the IpP must clearly and conspicuously post a link to the IDS on the first page of his/her bio.

18. Compensation Plan Claims.

When presenting or discussing the pawTree compensation plan, you must make it clear to prospects that financial success in pawTree requires commitment, effort, and sales skill. Conversely, you must never represent that one can be successful without diligently applying themselves. Examples of misrepresentations in this area include:

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

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

19. Media Inquiries.

IpPs must not interact with the media regarding the pawTree business or products. All inquiries from the media, including radio, television, print, online, or any other medium, shall be directed to pawTree's Support department.

20. Participation in Other Network Marketing Programs and Non-Sponsoring.

pawTree IpPs are free to participate in other network marketing programs but may not sponsor other IpPs for other network marketing programs

21. Confidential Information.

"Confidential Information" includes, but is not limited to, the identities, contact information, and/or sales information relating to pawTree's IpPs and/or customers: (a) that is contained in or derived from any IpPs' respective Back Office; (b) that is derived from any reports issued by pawTree to IpPs to assist them in operating and managing their pawTree business; and/or (c) to which an IpP would not have access or would not have acquired but for his/her affiliation with pawTree. Confidential Information constitutes proprietary business trade secrets belonging exclusively to pawTree and is provided to IpPs in strict

confidence. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than IpP's use in building and managing his/her Independent pawTree business.

22. Product Inventory & Bonus Buying

The Company strongly encourages that all products be direct shipped from the company to the consumer. IpPs may carry limited inventory or pawTree products for resale if desired. In addition, bonus buying is strictly prohibited. Bonus buying includes the purchase of merchandise for any reason other than *bona fide* use or resale, or any mechanism or artifice to qualify for rank advancement or maintenance, incentives, prizes, commissions or bonuses that are not driven by *bona fide* product purchases by end user consumers for actual use.

Customers and IpPs may only have one pawTree account. Examples of bonus buying include, but are not limited to, creating multiple customer accounts or IpPs purchasing products from or for other IpPs.

23. Limitations on IpP and Household Businesses.

IpPs may own, operate, control, or have an interest in, only one pawTree business, and there may be only one pawTree business in a household. A "household" is defined as spouses or couples, and dependent children of one or both spouses or couples, living in the same home of the spouses or member of the couple.

24. Actions of Third Parties.

If a third party acting on behalf of, or with the active or passive assistance or knowledge of an IpP engages in conduct that would be a violation of the Agreement, the conduct of the third-party may be imputed to the IpP. "Knowledge" of misconduct is not limited to actual knowledge. If an IpP engages in acts or omissions that the IpP knows or SHOULD KNOW will enable a third party to violate this Agreement if such action was taken by the IpP, the IpP shall be deemed to have knowledge of the conduct.

25. Tampering With Product Packaging.

IpPs shall not alter the original packaging or labeling of pawTree products.

26. Negative Comments.

Complaints and concerns about pawTree and/or its products should be directed to the customer Service Department. IpPs must not disparage, demean, or make negative remarks to third parties or other IpPs about pawTree, its owners, officers, directors, management, other pawTree IpPs, pawTree's products, the Marketing and Compensation plan, or pawTree's directors, officers, or employees. Disputes or disagreements between any IpP and pawTree shall be resolved through the dispute resolution process, and the Company and IpPs agree specifically not to demean, discredit, or criticize one another on the internet or any other public forum.

27. Adjustment to Bonuses and Commissions.

Compensation stemming from product sales is fully earned when the applicable return, repurchase, and chargeback periods applicable to product sales have all expired. When a product is returned to pawTree for a refund or is repurchased by the Company before compensation, or a chargeback occurs, the compensation attributable to the returned or repurchased product(s) will be recovered by the Company. Unearned compensation will be deducted, in the month in which the refund is issued or the chargeback occurs and continuing every pay period thereafter until the commission is recovered, from the upline IpPs who received bonuses and commissions on the sales of the refunded products. This right of setoff (aka "claw back") is not the Company's sole means of recovery. The Company may elect to recover funds through any legal means it deems reasonably appropriate.

28. Return of Products and Sales Aids by IpPs Upon Cancellation.

Upon cancellation of an IpP's Agreement, the IpP may return products and Sales Tools that he or she personally purchased from pawTree within one year prior to the date of cancellation (the one-year limitation shall not apply to residents of Maryland, Massachusetts, Wyoming and Puerto Rico) so long as the goods are in Resalable condition. Upon the Company's receipt of returned goods and confirmation that they are in Resalable condition, the IpP will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges will not be refunded. If the purchases were made through a credit card, the refund will be credited back to the same account. Goods are "Resalable" if they are unopened and unused and packaging and labeling has not been altered or damaged. Any merchandise that is clearly identified at the time of sale as nonreturnable, closeout, discontinued, or as a seasonal item, is not Resalable. Replicated website fees are not refundable except as may be required under applicable state law.

29. Order Cancellation

Federal and state law requires that IpPs notify their retail customers that they have three business days (5 business days for Alaska residents. 15 days for residents of North Dakota over the age of 65. Saturday is a business day, Sundays and legal holidays are not business days) within which to cancel their purchase and receive a full refund upon return of the products in as good condition as when they were delivered.

If an IpP returns more than 225 PV for a refund in any 12-consecutive month period, the request will constitute the IpP's voluntary cancellation of his/her IpP Agreement, and the refund will be processed as an inventory repurchase and the IpP's pawTree business will be cancelled.

30. Satisfaction Promise.

pawTree offers a 100% money back guarantee on products returned within 90 days from the date of sale. This product satisfaction guarantee does not apply to products damaged by abuse or misuse, and shipping and handling charges are not refundable. IpPs shall disclose the terms of the warranty to his/her customers at the time of sale and shall also point out this warranty information on the sales confirmation email and product literature and/or website

31. Montana Residents.

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

32. Disciplinary Sanctions.

Violation of the Agreement, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an IpP that the Company reasonably believes may damage its reputation or goodwill, may result in the suspension or termination of the IpP's pawTree business, and/or any other disciplinary measure that pawTree deems appropriate to address the misconduct. In situations deemed appropriate by pawTree, the Company may institute legal proceedings for monetary and/or equitable relief.

33. Effect of Cancellation.

An IpP whose business is cancelled for any reason will lose all IpP rights, benefits and privileges. This includes the right to represent yourself as an Independent pawTree IpP, to sell pawTree products and services and the right to receive commissions, bonuses, or other income resulting from his/her own sales and the sales and other activities of the IpP and the IpP's former downline sales organization. There is no whole or partial refund for IpP renewal fees if an IpP's business is cancelled.

34. Voluntary Cancellation.

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation can be done by:

- Written Cancellation may be submitted to pawTree support department. The notice must include the IpP's name, address, and IpP I.D. number;
- If an IpP posts his/her resignation from pawTree on a social media site, pawTree may accept such posting as an the IpP's cancellation.
- An IpP may voluntarily cancel his/her pawTree business by failing to pay their monthly web services fee.
- Revocation of an IpP's consent to contract electronically; Returning more than 225 PV for a refund in any 12-consecutive month period,

If an IpP is also on the EZ Ship program, the IpP's EZ Ship order shall continue unless the IpP also specifically requests that his or her EZ Ship Agreement also be canceled.

35. Re-Instatement & Re-Enrollment

An IpP who has voluntarily cancelled his/her PawTree business or who has been cancelled for Inactivity may reactivate his/her status as an IpP and need not purchase a new enrollment kit, however each of the following applies to re-activations:

- The IpP will not be entitled to his/her former downline or customers;
- The IpP will be reinstated at the petPro rank;

- The IpP will be re-activated under the same sponsor he/she had prior to cancellation;
- The IpP must bring all renewal fees current;
- The IpP must wait a minimum of three months before re-activating
- An IpP may re-activate and/or re-enroll no more than three times during his/her PawTree career;
- IpPs who re-activate are not eligible to earn Promotion Bonuses if a second time;
- The IpP is not eligible to earn the Fast Start bonus.

An IpP who whose PawTree business was Involuntarily cancelled, or which has been cancelled for three months or more may re-enroll his/her PawTree business, but the following apply:

- It is within PawTree's reasonable discretion whether to accept a re-enrolling IpP's application and agreement;
- The former IpP must re-enroll as a Pet Pro by submitting a new IpP application and agreement and must purchase a new IpP enrollment kit;
- The former IpP must wait at least six months before submitting a new IpP application and agreement;
- The IpP will not be entitled to his/her former downline or customers;
- The IpP will be re-enrolled at the petPro rank;
- An IpP may re-activate and/or re-enroll no more than three times during his/her PawTree career;

36. Cancellation for Inactivity.

IpPs may be cancelled for inactivity when they fail to pay their web services fee. pawTree has the right to cancel the IpP's Agreement, which causes them to be removed from the company downline organization. Their downline and customers will be compressed to the next upline IpP who is in good standing.

37. Demotion Policy.

Vice Presidents and higher must be paid-as their Career title at least once every 6 months in order to keep their Career Title. If a Vice President (or higher) is not paid-as their Career Title at least once within 6 consecutive months their Career Title will be demoted to their Paid-As title in the 6th month. There are no demotions for titles lower than Vice President.

Once demoted, the petPro and their Sponsor are not eligible for any title promotion bonuses or matching bonuses included in the comp plan or campaigns and incentives related to future title promotions until the demoted petPro has promoted beyond the top Career tTitle he/she ever achieved. Campaigns and incentives include monthly campaigns, the pawTrip incentive (pawTrip points) or any additional temporary rewards program that includes title promotion rewards. Also once demoted, the petPro is not eligible for title promotion recognition until the demoted petPro has promoted beyond the top Career Title achieved.

38. Business Transfers.

IpPs in good standing who wish to sell or transfer their business must receive pawTree's prior written approval before the business may be transferred. An IpP wishing to sell or transfer his/her business must be at the rank of Vice President or higher at the time of the sale and must have held the paid as rank of Vice President or higher for three consecutive months. Requests to transfer a business must be submitted in writing to the Customer Service Department at support@pawTree.com. It is within pawTree's discretion whether to allow a business sale or transfer, but such authorization shall not be unreasonably withheld. However, no business that is on disciplinary probation, suspension, or under disciplinary investigation may be transferred unless and until the disciplinary matter is resolved. Prior to transferring a business to a third party, the IpP must offer pawTree the right of first refusal to purchase the business on the same terms as negotiated with a third party. The Company shall have ten days to exercise its right of first refusal.

39. Transfer Upon an IpP's Death.

An IpP may devise his/her business to his/her heirs. Because pawTree cannot divide commissions among multiple beneficiaries or transferees, the beneficiaries or transferees must form a Business Entity (corporation, LLC, partnership, etc.), and pawTree will transfer the business and issue commissions to the Business Entity. In the case of a business transfer via testamentary instrument, the beneficiary of the business must provide pawTree with certified letters testamentary and written instructions of the trustee of the estate, or an order of the court, that provides direction on the proper disposition of the business. The beneficiary must also execute and submit to the Company a pawTree IpP Application and Agreement within 30 days from the date on which the business is transferred by the estate to the beneficiary or the business will be cancelled.

40. Business Distribution Upon Divorce.

pawTree is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in divorce cases, any settlement or divorce decree must award the business in its entirety to one party. pawTree will recognize as the owner of the business the former spouse to who is awarded the business pursuant to a legally binding settlement agreement or decree of the court. The former spouse who receives the pawTree business must also execute and submit a pawTree IpP Application & Agreement within 30 days from the date on which the divorce becomes final or the business will be cancelled.

41. Dissolution of a Business Entity.

pawTree is not able to divide commissions among multiple parties, nor is it able to divide a downline organization. Consequently, in the event that a Business Entity that operates a pawTree business dissolves, the owners of the Business Entity must instruct the Company on the identity of the proper party who is to receive the business. The pawTree business must be awarded to a single individual or entity that was previously recognized by the Company as an owner of the Business Entity; the Company cannot divide the business among multiple parties or issue separate commission payments. If the Business Entity wishes to sell or transfer its pawTree business, it must do so pursuant to Policy 38. In addition, the recipient of the pawTree business must also execute and submit a pawTree IpP Agreement to the Company within 30 days from the date of the dissolution of the Business Entity or the pawTree business will be cancelled.

42. International Activities.

IpPs may not sell pawTree products in any international market, or conduct business activities of any nature, in any foreign country that the Company has not announced is officially open for business.

43. Handling Personal Information.

As an IpP, you will receive Personal Information from and about prospective IpPs, customers and other individuals. Keeping their Personal Information secure not only helps to ensure your compliance with the law, but it also helps you to maintain current customers' and potential customers' trust, which is an important factor in your success. Personal Information is information that identifies, or permits you to contact, an individual. It includes a customer's, potential customer's or other individual's name, address, email address, phone number, credit card information, and other information associated with these details, such as purchases.

WHEN FOR COLLECTING, USING & DISCLOSING PERSONAL INFORMATION

Give the customer notice. Customers want to know why you are collecting their Personal Information and what you plan to do with it, so tell them what you are collecting, why and with whom you are going to share it. Tell them this before or at the time that you collect their Personal Information, and then be sure that you use and share Personal Information only in the ways you promised.

Collect only what you need.

Collect only the Personal Information that you really need. Review the forms that you use to collect Personal Information and revise them to remove fields for information you do not need. Less is more. For example, don't collect a credit or debit card number unless your customer actually makes a purchase.

Give the customer control.

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

Stay up-to-date.

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

Your Back-Office.

Your Back-Office may have information relating to your downline IpP's confidential information. You must not show this information to anyone, nor may you share your Back-Office access with anyone.

Share only if necessary.

Don't share a customers' Personal Information unless you have a real business reason to do so—and then share only what is necessary, and no other information, and make sure that the other person agrees to use the Personal Information only in the ways you have agreed.

Be careful.

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

Dispose of Personal Information responsibly.

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

Be very careful with debit and credit card numbers and other sensitive Personal Information.

If sensitive Personal Information falls into the wrong hands, customers could become the victim of fraud or identity theft. Consider these steps to help reduce that risk:

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

44. pawTree™, LLC. ARBITRATION & DISPUTE RESOLUTION POLICY

1. **Dispute Resolution.** If a Dispute between an IpP ("IpP," "You," or "Your"), a Customer and pawTree arises from or relates to the Agreement, the pawTree business, or the rights and obligations of either party, &/or an pawTree product(s) (a "Dispute"), the parties shall resolve the Dispute as set forth in this Arbitration & Dispute Resolution Policy.

The Company shall not be required to apply this policy prior to taking disciplinary action against an IpP for a violation or suspected violation of the IpP Application & Agreement &/or any document incorporated by reference thereto.

- a. **Stages of Dispute Resolution & General Dispute Resolution Procedures.** Disputes shall be resolved according to the three-step procedure of (a) informal negotiation; (b) non-binding mediation; and (c) trial before a court for claims under \$50,000.00 so long as equitable relief is not sought (except as set forth below), or binding arbitration if the claim is for \$50,000.00 or more or if equitable relief is claimed. **IF A CLAIM SEEKS DAMAGES FOR \$50,000.00 OR MORE, OR SEEKS EQUITABLE RELIEF (EXCEPT AS SET FORTH BELOW), THE PARTIES AGREE TO RESOLVE THE DISPUTE THROUGH BINDING ARBITRATION AND WAIVE CLAIMS TO A TRIAL BEFORE ANY COURT OR JURY.** The following shall apply to all proceedings under this Dispute resolution provision:

- Any claim a party has against the other must be brought within one year from the date on which the first act or omission supporting or giving rise to the claim occurred. In cases in which informal negotiation is required, once informal negotiation is requested in writing this one-year limitation of action provision shall be tolled until the completion of the mediation phase of this provision and for ten calendar days thereafter.
- At no time prior to the negotiation and mediation procedures below are completed shall either party initiate arbitration or litigation related to this Agreement or the business except as may be specified otherwise in this Dispute resolution provision.
- All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation and/or mediation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation and/or mediation.

- Informal negotiations and mediation shall occur in Dallas, State of Texas unless the parties mutually agree on another forum. Informal negotiations and mediation shall take place telephonically if either party requests such.
- Each party shall be responsible for its own attorney's fees, expert, professional and witness fees incurred in pursuing any claim, regardless of the forum.
- If litigation is filed in court the action may be brought in the jurisdiction in which either party resides or has its principal place of business.
- Unless otherwise agreed upon by the Parties, if arbitration is filed all arbitration proceedings shall be filed and held in Dallas, State of Texas.

Step 1 - Informal Negotiation. The parties shall attempt in good faith to resolve any Dispute arising out of or relating to this Agreement or the Company's business promptly by negotiation between the aggrieved IpP(s) and executives of the Company who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. A party may, at its election, choose to be accompanied in such negotiation by an attorney. If one party elects to have its attorney present, the other party must also agree to have its attorney present if that party has retained counsel.

To institute the negotiation process, either party may give the other party written notice of any Dispute not resolved in the normal course of business. Within 10 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive and attorney who will accompany that party (if applicable), or the name of the IpP and his/her attorney (if applicable) who will accompany him/her in the negotiation. Within 20 days after delivery of the notice, the parties and the attorneys (as applicable) of both parties shall meet at a mutually acceptable time and place. Such meeting may occur telephonically if one party requests that the meeting be held telephonically.

Unless otherwise agreed in writing by the negotiating parties, mediation may be commenced one business day following the close of the negotiation phase described above. The negotiation phase is "closed" when one party notifies the other in writing that it considers the negotiation "closed." Such closure shall not preclude continuing or later negotiations if desired by both parties.

Step 2 – Mediation. If the parties are unsuccessful in resolving their Dispute through good faith negotiation, they shall seek to resolve the Dispute through mediation. If a party elects to pursue mediation, the party shall submit a written request for mediation to the other party within 10 calendar days after the negotiation phase is completed. The parties shall have 10 calendar days following such request to select a mutually acceptable mediator. If the parties cannot agree on a mutually acceptable mediator, they shall apply to JAMS to have a neutral mediator appointed.

Mediation shall be conducted within 20 calendar days from the date on which the mediator is selected or appointed or as otherwise agreed upon by the parties and the mediator.

Unless otherwise agreed upon by the parties, the mediation shall be closed no later than 30 calendar days following the completion of the meeting between the mediator and the parties.

Step 3(a) – Claims for under \$50,000.00 with no claim for equitable relief. Claims for less than \$50,000.00 and in which equitable relief is NOT sought may be brought pursuant to the arbitration provision below if the parties agree. If the parties do not agree, a claim may be brought before the small claims or district courts in the county in which either party resides or has its principal place of business.

Step 3(b) – Claims for \$50,000.00 or more or claims seeking equitable relief - Confidential Arbitration. If a claim seeks \$50,000.00 or more, or seeks equitable relief, and the parties do not successfully resolve their Dispute through the negotiation and mediation procedures above, the Dispute shall be resolved through binding confidential arbitration as set forth below.

Step 3(c) - Equitable Relief. If equitable relief is specifically authorized by federal or state statute, the parties agree that an action may be brought before the district court in the county in which either party resides or has its principal place of business so long as: (a) the relief sought is limited to equitable relief that is specifically authorized by federal or state statute; and (b) the equitable relief is unavailable through arbitration proceedings. The confidentiality provisions and corresponding liquidated damage provisions for breach of confidentiality provision contained in this Dispute resolution provision shall remain in effect for claims and actions asserted under this Step 3(c) unless an action is brought before a court as specifically permitted pursuant to this subsection and the disclosure is related solely to material that is not filed with the court under seal. You agree and stipulate that any violation of Policies 20, 21 and/or 26 will cause pawTree irreparable harm for which there is no adequate remedy at law, and that the harm

to the pawTree if no equitable relief is awarded will outweigh any potential harm to You if equitable relief is awarded to the Company. Therefore, pawTree shall be entitled to immediate and permanent equitable relief to prevent further violation of the relevant policy in addition to recovering any actual damages it incurs.

b. JAMS to Administer Arbitration. The arbitration shall be filed with, and administered by JAMS in accordance with its Comprehensive Rules and Procedures, which are available on JAMS' website at <https://www.jamsadr.com/rules-comprehensive-arbitration/>. Copies of JAMS Rules and Procedures will also be emailed to IpPs upon request to pawTree's customer Service Department. Notwithstanding the rules of JAMS, unless otherwise stipulated by the Parties, the following shall apply to all Arbitration actions:

- The Federal Rules of Evidence shall apply in all cases;
 - The Parties shall be entitled to all discovery rights permitted by the Federal Rules of Civil Procedure;
 - The Parties shall be entitled to bring motions under Rules 12 and/or 56 of the Federal Rules of Civil Procedure;
 - The arbitration hearing shall commence no later than 500 days from the date on which the arbitrator is appointed, and shall last no more than five business days;
 - The Parties shall be allotted equal time to present their respective cases;
 - An Arbitrator's Award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based;
 - Any Dispute relating to whether the Dispute is subject to arbitration shall be decided by through arbitration.
 - The parties shall divide the arbitrator's fees evenly.
- c. Confidentiality.** With the exception of discussing the claims with *bona fide* witnesses to the Dispute, neither party shall verbally or in writing discuss, publish, or otherwise disseminate the claims, allegations, merits, evidence, positions, pleadings, testimony, rulings, awards, orders, issues, or any other aspect of the Dispute to any third party, including but not limited to disclosure on the internet or on any social media or blog platform, prior to, during, or after any phase of the Dispute resolution process unless a specific exemption contained in this Dispute resolution provision applies. Nothing in this provision shall prohibit or limit the Company from discussing the matter and/or its resolution with the upline of an IpP who has received disciplinary action by the Company.
- d. Arbitration Opt-Out.** An IpP may opt out of this Arbitration & Dispute Resolution Provision by notifying pawTree in writing of its desire to opt out within 30 days of the IpP's execution of the Agreement. Acceptable forms of notice include sending electronic mail to support@pawtree.com
- e. Disputes Not Subject the Three-Step Dispute Resolution Procedure.** A party need not go through the informal negotiation or mediation steps in the following situations:
- **Action to Enforce Arbitration Award or Order.** Either party may bring an action in a court properly vested with jurisdiction to enforce an Arbitration award or order, including but not limited to an order for emergency relief.
 - **Petitions for Emergency Relief.** If a party deems it necessary to seek emergency relief to protect its interests, it may seek emergency relief as set forth in this arbitration provision without engaging in the negotiation process or mediation process set forth above. Notwithstanding the foregoing, the parties are encouraged, but not required, to engage in negotiation and or mediation concurrently with any pending request for emergency relief.
 - **Equitable Relief Authorized by Statute.** If equitable relief is authorized by federal or state statute, an action may be brought before a court properly vested with jurisdiction over the parties so long as: (a) the relief sought is limited to equitable relief that is authorized by federal or state statute; and (b) the equitable relief is unavailable through arbitration proceedings.
 - **Disciplinary Sanctions.** The Company shall not be required to engage in the three-step Dispute resolution process prior to

imposing disciplinary sanctions for violation of the Agreement.

- f. **Remedies.** Unless limited by the terms of this Agreement, remedies available to You under the law of the State of Texas shall remain available to You in any arbitration proceeding.
- g. **Emergency Relief.** Either party may bring an action before JAMS seeking emergency relief to protect its intellectual property rights, including but not limited to protecting its rights pursuant to the non-solicitation provisions of these policies. A claim or cause of action seeking emergency relief shall be brought pursuant to the Emergency Relief Procedures in JAMS Comprehensive Rules and Procedures, available at <https://www.jamsadr.com/rules-comprehensive-arbitration/#Rule%202>, or by contacting the Company at support@pawtree.com.
2. **Class Action Waiver.** All Disputes, whether pursued through arbitration or before the courts, that arise from or relate to the a Dispute, shall be brought and proceed on an individual basis. The parties waive their rights to pursue any action against the other party and/or their respective owners, officers, directors and agents, on a class or consolidated basis. You may opt out of this class action waiver if You wish by submitting written notice to the Company of Your desire to opt out within 30 days from the date on which You enroll as an IpP. Submit Your written opt-out notice to the Company at support@pawtree.com.
3. **Governing Law.** The Federal Arbitration Act shall govern all matters relating to arbitration. Except as is otherwise specifically referenced in these policies, the law of the State of Texas, without regard to principals of conflicts of laws, shall govern all other matters relating to or arising from a Dispute, whether such claim is grounded in contract, tort, warranty or any other theory of law. Notwithstanding the foregoing, if a Dispute is brought in a small claims court properly vested with jurisdiction, the law of the state in which the small claims court resides shall apply.
4. **Damages for Wrongful Termination.** In any case which arises from or relates to the wrongful termination of an IpP's Agreement and/or independent business, the parties agree that damages will be extremely difficult to ascertain. Therefore, the parties stipulate that if the involuntary termination of an IpP's Agreement and/or loss of their independent business is proven and held to be wrongful under any theory of law, IpP's sole remedy shall be as follows:
- For IpPs earning up to \$10,000.00 in the 12 calendar months prior to termination, damages shall be in the amount of her gross compensation that he/she earned pursuant to pawTree's Compensation Plan in the twelve (12) months immediately preceding the termination.
 - For IpPs earning between \$10,000.01 and \$20,000.00 during the 12 calendar months prior to termination, damages shall be in the amount of her gross compensation that he/she earned pursuant to pawTree's Compensation Plan in the twenty-four (24) months immediately preceding the termination.
 - For IpPs earning more than \$20,000.00 in the 12-calendar months prior to termination, damages shall be in the amount of her gross compensation that he/she earned pursuant to pawTree's Compensation Plan in the thirty-six (36) months immediately preceding the termination.
- h. **Damages for Breach of the Confidentiality Obligation.** If a Party violates its confidentiality obligations under this arbitration provision, the nonbreaching party shall incur significant damages to its reputation and goodwill that shall not be readily calculable. Therefore, if a Party, its attorneys, agents, or a proxy of a party breaches the confidentiality provision of this Dispute resolution policy, the following shall apply:
- The non-breaching party shall be entitled to liquidated damages in the amount of \$10,000.00 per violation, or \$50,000 per violation if the disclosure is published on the internet, including but not limited to disclosure on any website or on any social media platform. Every disclosure of each claim, allegation, pleading, or other prohibited disclosure shall constitute a separate violation. Notwithstanding this confidentiality and liquidated damage provision, nothing herein shall limit the right or ability of a Party to disclose evidence, claims or allegations relating to the Dispute to any individual who is, or who may be, a *bona fide* witness in the Dispute. **The Parties agree that this damage amount is reasonable and waive all claims and defenses that it constitutes a penalty; AND**
 - Breach of the confidentiality provision by disseminating or publishing information described in subparagraph c. above through any form of mass media (including but not limited to posting on the Internet or on any social media platform) by a party, a party's attorney or agent, or a party's proxy shall constitute an act of wanton and gross bad faith, and shall constitute a waiver of the breaching party's right to pursue the claim(s) and/or defense(s) against the non-breaching party, and shall entitle the non-breaching party to a default judgment against the breaching party.

5. **DAMAGE WAIVER.** THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY DISPUTE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, WARRANTY OR OTHERWISE) UPON WHICH THE DISPUTE IS ASSERTED.
6. **Attorney's Fees and Costs.** Each party to a Dispute shall bear its own attorney's fees and costs.
7. **Louisiana Residents.** The Dispute Resolution and Arbitration Policy shall apply to Louisiana residents with the exception that Louisiana residents may bring arbitration against pawTree in his/her home forum and pursuant to Louisiana law.