



CBDistillery®

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REFERRAL MARKETING PROGRAM (RMP)

CBDISTILLERY™

INTRODUCTION

Welcome to the Balanced Health Botanicals | CBDistillery® Referral Marketing Program!


We are thrilled to have you join us in our mission to empower anyone to achieve balanced health and wellness throughout life's journey by providing high-quality, efficacious hemp-derived products. We could not be happier that you have decided to become a part of the #CBDMOVEMENT™.

In this document, you will find an outline and detailed information regarding our referral marketing program. Be sure to read this thoroughly and reach out with any questions. This referral marketing program was created with three central pillars:

- Provide efficacious products at a fair price to our consumers
- Create a simple, easy to understand the program without gimmicks and hidden surprises
- Build mutually beneficial relationships with our partners

We could not be more excited to start this journey with you and look forward to a prosperous relationship!

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COMMISSION

STRUCTURE

Our commission structure is designed to do one thing, reward performance without forcing quotas. We have a long history of providing the CBD industry's highest quality and most efficacious products and don't need complicated models or forced exclusivity to gain loyal affiliates and customers. Our products and dedication to serving our customers and partners speak for themselves.


We do this by not cutting corners and taking pride in our work and the lives we positively impact and expect the same from our partners.

We want partners who want to work with us, not because of flashy gimmicks but because you love making a positive impact in people's lives through CBD products, and no one produces anything better than us!

The commission structure is broken down into four parts:

1. Uni-Tier Commission Structure
2. Commission Tier Payout Qualifiers
3. Tier 1 Sales Bonus – All Sales
4. Recruitment Bonus

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Uni-Tier Commission Structure: this structure pays out six tiers in total, with tier 1 being your direct sales and then five tiers below you. Other than tier one, all tiers are unlimited in how many sub-affiliates then can hold. This means your teams can grow exponentially.

Uni-Tier Commission Structure	
Tiers	All Sales Commissions
1	20%
2	10%
3	5%
4	3%
5	1%
6	1%

Commission Tier Payout Qualifiers: In place of requiring sales quotas or mandatory purchases, we incentivize our teams by using sales qualifiers to activate downline tiers. This means that to hit your full downline commissions each month, you need to stay actively selling yourself. If you don't hit as far down as you wanted one month, don't worry! Everything resets monthly. Any tier-one sales apply, even your own personal purchases!

Commission Tier Payout Qualifiers	
Monthly Ind. Sales Requirements	Tier Depth Payout
\$0 - Base	1
\$100 - Bronze	2
\$200 - Silver	3
\$300 - Gold	4
\$400 - Platinum	5
\$500 - Diamond	6

Tier 1 Sales Bonus – All Sales: We like rewarding top performance and designed a simple bonus structure that allows you to make up to 30% on all your tier one sales. The bonus activates as

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you hit a specific tier 1 sales threshold. The BEST part about this bonus is that it is retroactive, which means no matter when you reach a bonus sales threshold during the month, all tier 1 sales are paid out at the new higher level.

Ex. On March 31st you hit \$5,000 in tier one sales for the month > Activates the 10% Tier one Bonus > All Tier 1 Sales for March are now calculated at (20% Tier 1 + 10% Bonus) = 30%!

Tier 1 Sales Bonus - All Sales	
Qualifier Total Tier 1 Monthly Rev.	Level 0 Payout % Increase
\$1000 - \$1999	2%
\$2000 - \$2999	4%
\$3000 - \$3999	6%
\$4,000 - \$4999	8%
\$5000+	10%

Recruitment Bonus: It pays to grow your team! Not only do you start earning downline commissions from your sub-affiliates, but you also earn a \$25 Bonus as soon as they sell something!

Recruitment Bonus
\$ Per Person (new recruit must make a sale to activate payout)
\$25

Please direct any questions about the commission structure and program to your parent affiliate, or feel free to reach out directly.

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SALES ATTRIBUTION

90-Day Cookies Via Custom Personalized Links: The RMP uses cookies placed on visitors' websites from your custom sales link to track sales actions and attribute them to the correct partner. These cookies utilize a 90-day lifespan, so any sales actions from the first click of your link through 90-days will attribute back to the partner.

YOUR CUSTOMERS MUST USE YOUR CUSTOM PERSONALIZED LINK TO ORDER. THE CUSTOM LINKS ARE THE WAY TO RECEIVE PROPER CREDIT AND COMMISSIONS FROM YOUR SALES.

Last-Click Attribution: These cookies also use a last-click attribution meaning your cookie can be overridden by another partner's cookie. Ex. If a customer clicks on your custom link and comes to our website and does not purchase, then clicks on another partner's link and makes a purchase. The partner's link, which was last clicked before the purchase, will receive credit.


Missed Attribution: If a sale does not get attributed to your account correctly, do not fear! We have tools to manually make any needed adjustments and add or edit commissions as required. Reach out to your parent or us directly with the order ID number, and we can look up the sale and get your commission added.

If there is a situation where one affiliate is claiming the sale of another, we will connect the two parties to resolve the question, and if it cannot be resolved, whomever the system gave initial attribution will receive the commission.

COMMISSION PAYMENT DISTRIBUTION

Payments for the previous month are targeted to be delivered on the 5th of the current month. This date may fluctuate based on the day of the week, holidays, or unforeseen events. If at any point in time this date is going to change we will notify our affiliate partners via email.

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Ex. January commission payments would be made on February 5th. The first commission payments are scheduled for April 5th, 2022.

All payments are delivered via direct deposit. Anyone who has signed up for RMP is required to provide their banking information before payment is issued.

Anyone who signed up early or has not selected and filled out their banking information must do so before issuing commission payments. There may also be additional information required to process direct deposits. If additional information is needed, we will reach out to you directly to obtain that information or create an option within your account to enter the required information.

For any questions about banking or payment processing, please contact us directly.


SIGNUP PACKAGES

There's nothing better than experiencing the benefits of our products firsthand, so we created special product bundles that give you a broad sampling of our products at various price points. These packages are significantly discounted, so coupon codes will not work on them. We also ask that you do not share these packages with your clients as they are designed specifically for our new affiliate partners to test our products.

We reserve the right to adjust, update, or tweak the signup packages at any time and without prior notice.

*Note: There is no requirement to purchase any of these packages. We offer these to get our products into the hands of our affiliate partners to try as inexpensively as possible.

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SOFTWARE

The RMP utilizes software called Post Affiliate Pro (PAP). This software manages your downlines, commissions, payment calculations, and reporting.

Once you are signed up, log into your portal and click on the getting started option to learn more about the software and how the tracking works. You'll also find a section for FAQ, which will help you answer any immediate questions.

You'll see an intro from our team in the top right corner with recommended Do's and Don'ts covered later in this document and a direct contact email.



Affiliate Manager

Travis Rosenbloom

Hello and welcome to our Referral Marketing Program!
I'm your affiliate manager Travis, and I'm here for you if you have ANY questions or problems related to our referral marketing program.
Please make sure to review our Terms and Conditions and refer to our RMP Do's and Don't for working with our company.
We are very excited to work with you! I wish you success in promoting our products and look forward to a profitable partnership for both you and us.

DO'S AND DON'TS

Do - Share your experience using CBDistillery products with your social media community. Personal testimonials is one of the most effective ways of promoting CBDistillery products, so please be open and honest with your friends and followers about how CBD has impacted your life!

Don't - Make any medical claims (eg. Cancer, diabetes, or COVID) concerning the medicinal effectiveness, treatment viability or health benefits arising out of the use of CBDistillery products


Do - Make product recommendations! Trying to choose which product to purchase is one of the initial challenges new customers face when buying a CBDistillery product. Sharing your personal favorites is a great way to help new customers navigate this decision.

Don't - Make any untrue, misleading, or false representations about what CBDistillery products can do for other people. Individuals are affected by CBD differently. We, therefore, ask that you are truthful about the statements you make and do not make any guarantees on behalf of CBDistillery products.

Do - Ask questions from your audience about their experience using CBD products. Provoking conversation with your followers is a great way to get them engaged in the conversation!

Contact email
travis.rosenbloom@balancedhealthbotanicals.com

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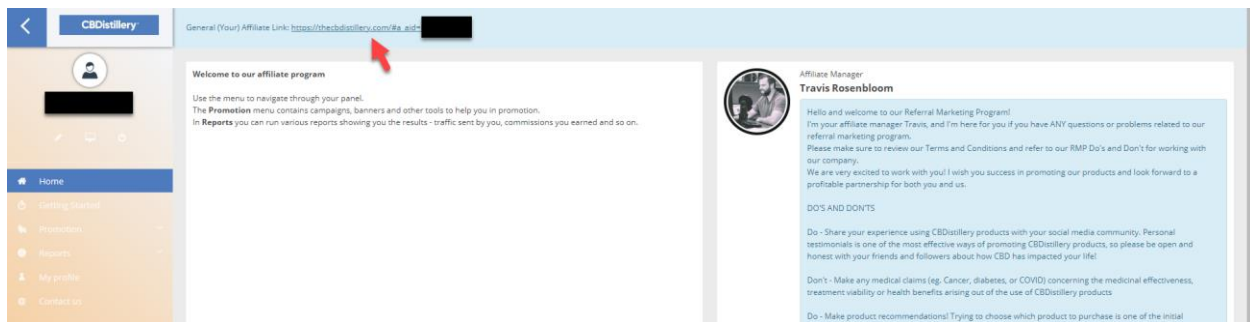
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CUSTOM SALES LINKS

Once you sign up and login into your account, one of the first things you want to do is locate your custom sales link. This is the most important link of all and the link you need to share to get credit for your sales commissions.

This link looks like this, and in most accounts, configurations are at the top of the home page. In addition, the account ID you selected on signup will be in the black box.



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CUSTOM RECRUITING LINKS

The second most important link is the link used to help you recruit more sub-affiliates to your team. You located this from your homepage by clicking on the Signup Affiliates Icon.

The screenshot shows the CBDistillery affiliate dashboard. At the top, there's a navigation bar with the CBDistillery logo and a general affiliate link. Below this is a sidebar menu with options like Home, Getting Started, Promotion, Reports, My profile, and Contact us. The main content area is divided into several sections:

- Welcome to our affiliate program:** A message from the affiliate manager, Travis Rosenbloom, explaining the referral marketing program and providing a list of 'DO'S AND DON'TS' for affiliates.
- Commissions (30 days):** A summary of commissions earned, showing \$0.00 approved unpaid, \$0.00 approved paid, \$0.00 pending, and \$0.00 refunds. A red arrow points to the 'Signup Subaffiliates' icon in the bottom navigation bar.
- News:** A 'Welcome To Our Affiliate Program' message.

The bottom navigation bar includes icons for Affiliate Panel Tutorial Video, My profile, Reports, Signup Subaffiliates, Campaigns, Banners & Links, and DirectLink URLs.

Then you will see the link to share to sign up new sub-affiliates here.

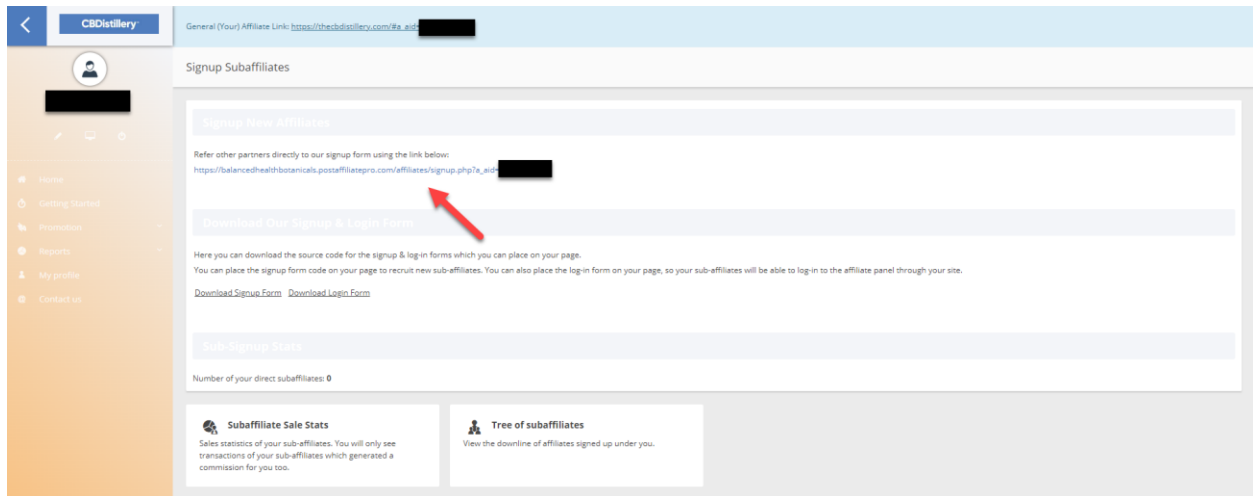
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You can learn anything else you need to know by watching the tutorial videos, reaching out to your parent affiliate, or contacting us directly!

REPORTS

There are many reports you can view and use to help yourself track and manage the progress of yourself and your team. You can also use these to help audit your sales and ensure nothing is missing.

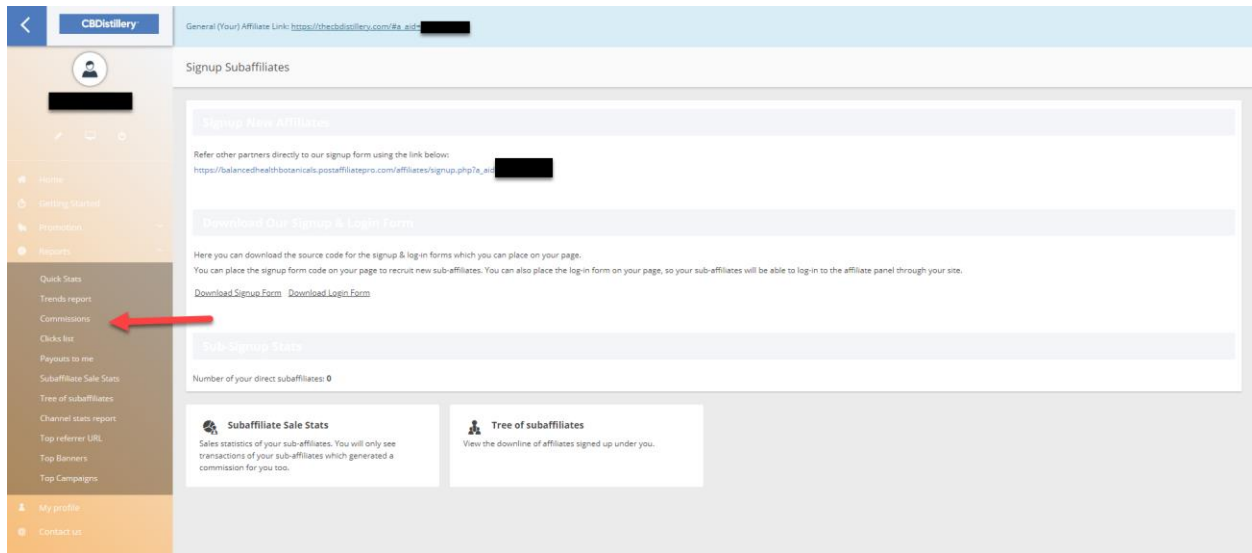
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LEGAL

We firmly believe in everyone's right to express themselves, beliefs, and the freedom of speech. However, by agreeing to the RMP terms and conditions, you acknowledge sometimes our rights to freedom of speech cross the lines set by the FTC and that Balanced Health Botanicals (CBDistillery™) must and will always abide by the regulations set forth by the FTC.

If an affiliate's right to free speech were to conflict with our company's ability to serve our consumers or with the regulations we must adhere to, we will first attempt to work with the affiliate for a resolution.

If no resolution is made, we will have to terminate our relationship with the affiliate and no longer have them as a member of RMP. Any sub-affiliates of the affiliate that we part ways with will be reassigned at Balanced Health Botanicals' discretion.

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TERMS AND CONDITIONS

Last Updated: February 8, 2022


Referral Marketing Program Affiliate Terms and Conditions

These terms and conditions ("Agreement") are entered into between Balanced Health Botanicals, LLC, on behalf of itself and its current and future affiliated entities (collectively, "BHB"), and your company and your current and future affiliated entities (collectively, the "Marketing Affiliate", and together with BHB, the "Parties", and each, a "Party"). This Agreement governs the terms and conditions under which Marketing Affiliate will deliver online marketing affiliate services ("Services") for BHB with respect to BHB products ("Products") and is effective upon Marketing Affiliate's confirmation of its acceptance of these terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Insertion Orders.** From time to time, the Parties may enter into one or more insertion orders (each, an "Insertion Order") for the performance of Services. Each Insertion Order is subject to and incorporates the terms and conditions set forth in this Agreement. To the extent the Insertion Order conflicts with this Agreement, the Insertion Order shall prevail.
2. **Marketing Affiliate Obligations and Responsibilities.**
 - a. **Marketing Affiliate will:**
 - i. deliver the Services consistent with good business practice, in conformance with relevant industry standards of good performance, using efforts comparable to those customarily used in online promotional campaigns of equivalent value and for similar products or services;
 - ii. promptly notify BHB of, and provide, upon BHB's request, assistance to BHB to address and investigate, any complaint or adverse claim about any Product or its use;

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- iii. include the hashtag #Ad or #Sponsored in any content that you post on to your website, or social media channels if you have received compensation or free Products in exchange for your post in order to remain in compliance with the rules, guidance, and regulations promulgated by the Federal Trade Commission ("FTC"); and
 - iv. disclose Marketing Affiliate's connection to BHB clearly and conspicuously when reasonably necessary or advisable or as required by applicable law.
 - b. Marketing Affiliate will not:
 - i. make any misleading or untrue statements or claims concerning the medicinal effectiveness, treatment viability or health benefits arising out of the use of the Products;
 - ii. make any representations, warranties, guarantees, indemnities, similar claims, or other commitments actually, apparently, or ostensibly on behalf of BHB;
 - iii. use any promotional or marketing materials concerning the Products, whether prepared by Marketing Affiliate or others, without the prior written consent of BHB;
 - iv. bid on BHB's brand keywords such as BHB's company names, Product names, website names or any variation thereof with respect to such names or SKU numbers;
 - v. offer rebates, promotional codes or coupons with respect to Products without BHB's prior written consent; or
 - vi. place links to BHB Sites on Marketing Affiliate coupon sites.
 - c. Marketing Affiliate shall at all times comply with all applicable federal, state, and local laws, ordinances, regulations, and orders that are applicable to the operation of its business and to this Agreement and its performance hereunder, including but not limited to regulations and guidelines directly relating to the Services and/or Products set forth by the FTC and the US Food and Drug Administration ("FDA"), including but not limited to the Federal Trade Commission Act and the CAN-SPAM Act.
 - d. Marketing Affiliate represents and warrants it has the right to enter into this Agreement for Services with BHB and that no third party will have any right to claim a Commission Fee from BHB with respect to Marketing Affiliate's Services hereunder.
3. Payment of Commissions.
- a. BHB shall pay Marketing Affiliate a commission for its Services for all bonafide sales solicited by Marketing Affiliate pursuant to the terms of this Agreement ("Sales") in a calendar month (a "Month"), in the amount equal to a percentage (the "Commission Rate") of the Net

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Sales Price of such Sales (the "Commission Fee"). "Net Sales Price" means the net sales price (exclusive of sales tax, processing fees, and/or shipping costs and after applying any discounts, promotional codes, credits, rebates, or adjustments) received by BHB for the Sale of Products to Customers (defined below).

b. A Sale shall be deemed solicited by Marketing Affiliate in the event:

i. a Customer is directed to a website owned and operated by BHB (a "BHB Site") via a link on a web page, article, advertisement, or similar online site authored, controlled, paid for or operated by Marketing Affiliate (a "Marketing Affiliate Site"); and

ii. said Customer purchases and pays for Product(s) upon being directed to the BHB Site via the link on the Marketing Affiliate Site.

c. The Commission Rate applicable to Sales solicited by Marketing Affiliate to new customers and returning customers (collectively, "Customers") will be determined in accordance with the tiers and percentages set forth on the applicable Insertion Order.


d. To the extent trackable by BHB or BHB's designated service provider using commercially reasonable means, Marketing Affiliate shall be entitled to the Commission Fee on all Sales to each Customer for a period of 90 days following the initial Sale solicited by Marketing Affiliate for BHB with respect to such Customer (the "Tail Period"), whether or not said Customer accesses a BHB Site via a Marketing Affiliate Site. Following the expiration of the Tail Period, Marketing Affiliate shall not be entitled to a Commission Fee in relation to any further sales made to such Customer by BHB; provided that, upon the one year anniversary of the expiration of the Tail Period, Marketing Affiliate is again eligible to receive a Commission Fee in relation to Sales to such Customer subject to this Agreement.

e. Notwithstanding anything to the contrary herein, Marketing Affiliate shall not be eligible for a Commission Fee in relation to sales of Products to (i) the Marketing Affiliate and/or any of its employees or contractors or (ii) fraudulent purchasers.

f. The Commission Fee shall be paid by BHB within 5 days of the end of the month in which (and only to the extent that) BHB actually receives unconditional payment from a Customer. If the Customer makes payments to BHB in increments or installments, BHB shall pay Marketing Affiliate pro rata commission corresponding to the incremental or installment payments of the Net Sales Price.

g. BHB may use third parties to track, calculate, and disburse Commission Fee payments to Marketing Affiliate. In such an event, Marketing Affiliate shall be required to utilize the same in

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order to receive payment hereunder and shall be subject to the terms and conditions set forth by such third party site. Marketing Affiliate shall fully cooperate with BHB in the use of such third parties, including the transition from one third party provider to another.

h. Payments to Marketing Affiliate may be withheld, in whole or in part, by BHB if Contractor is in breach of this Agreement and fails to cure such breach promptly upon receiving notice of the same.

i. BHB reserves the right to revise the amount and/or terms of the Commission Fee; provided such revision will not be effective until the first day of a month after 30 days have passed since Marketing Affiliate received notice of such change.

j. Marketing Affiliate shall not subcontract the Services hereunder without the prior written approval of BHB. To the extent a Commission Fee relates to Services performed by a subcontractor or agent of Marketing Affiliate who is not under a direct contractual relationship with BHB, then Marketing Affiliate shall be solely responsible for paying said subcontractor or agent and shall indemnify, release, defend, and hold harmless BHB from any and all claims, demands, or disputes related to the payment of such subcontractors or agents.

4. Free Products.

a. BHB, in its sole discretion, may, from time to time, deliver to Marketing Affiliate a Product selected by Marketing Affiliate free of charge ("Free Products").


b. Free Products shall not be sold by Marketing Affiliate. Free Products are not intended for re-sale by any third party. Free Products are delivered to Marketing Affiliate "AS IS WHERE IS" without any warranty of any kind. Free Products are intended to be used solely by Marketing Affiliate for the purpose of improving the Services.

5. Marketing Affiliate Sites, Links, Landing Pages, and Content.

a. All BHB graphics, logos, or other insignia ("BHB Logos") utilized by Marketing Affiliate on Marketing Affiliate Sites shall be provided by BHB.

b. BHB shall designate certain BHB Sites as landing pages for links utilized by Marketing Affiliate on its Marketing Affiliate Sites for the purpose of directing Customers to BHB Sites in relation to the Services ("Links"). Marketing Affiliate shall only direct Customers to and use Links to BHB Sites approved by BHB. BHB reserves the right to disable any Links or their landing pages at any time in its sole discretion upon notice to Marketing Affiliate.

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- c. All content related to BHB and/or Products utilized on Marketing Affiliate Sites in relation to the Services, including but not limited to articles, writings, pictures, graphics, images, videos, gifs, memes, or other similar content ("Content") is subject to review, approval, and removal from Marketing Affiliate Sites by BHB.
 - d. BHB may provide Marketing Affiliate access to pre-approved Content created by BHB and BHB Logos for use on Marketing Affiliate Sites solely in relation to the Services.
 - e. Marketing Affiliate shall immediately remove and/or disable Content or Links upon the request of BHB.
 - f. Marketing Affiliate Sites utilized in performance of the Services shall not contain any materials or links to materials which infringe upon the intellectual property/trademark rights of any party, including BHB, or which are false, misleading, explicit, offensive, harassing, spamming, intimidating, illegal, pornographic or otherwise inappropriate for use in the Services.
 - g. Marketing Affiliate shall not use BHB company or Product names or BHB Logos as part of Marketing Affiliate's website domain, blog, Facebook account, YouTube channel, Twitter user name, Instagram handle, or any URL associated with Marketing Affiliate.
6. Promotional Codes
- a. Upon Marketing Affiliate's request, BHB, in its sole discretion, may deliver to Marketing Affiliate promotional codes for a discount off the Net Sales Price of Products for use by third party visitors to a Marketing Affiliate Site ("Promotional Codes").
 - b. BHB reserves the right to modify or disable Promotional Codes at any time upon notice to Marketing Affiliate. Upon receiving any such notice, Marketing Affiliate shall modify the promotion as instructed or, in the event of disabling, remove all references to such Promotional Codes.
 - c. Promotional Codes may be limited to certain Products and with respect to specific quantities of Products in BHB's sole discretion.
 - d. Promotional Codes may not be used by Marketing Affiliate or its employees or contractors.
 - e. Marketing Affiliate shall not use Promotional Codes on coupon based websites such as Groupon.com, Retailmenot.com, Coupontrade.com or any other similar functioning sites.

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f. Promotional Codes are provided by BHB in an amount determined by BHB in its sole discretion. The amount of the Promotional Code you receive in relation to a Product may be more or less than that offered by BHB or other marketing affiliates.


7. Intellectual Property

a. "Intellectual Property Rights" means all intellectual property and industrial property rights comprising or relating to: (i) patents; (ii) trademarks; (iii) internet domain names, whether or not trademarks, registered by any authorized private registrar or governmental authority, web addresses, web pages, websites, and URLs; (iv) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, and firmware, data, data files, and databases and other specifications and documentation; (v) trade secrets; and (vi) all other intellectual property and industrial property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the laws of any jurisdiction in any part of the world.

b. Marketing Affiliate acknowledges and agrees that: (i) any and all of BHB's Intellectual Property Rights are the sole and exclusive property of BHB or its licensors; (ii) Marketing Affiliate shall not acquire any ownership interest in any of BHB's Intellectual Property Rights under this Agreement; (iii) any goodwill derived from the use by Marketing Affiliate of BHB's Intellectual Property Rights inures to the benefit of BHB or its licensors, as the case may be; (iv) if Marketing Affiliate acquires any Intellectual Property Rights in or relating to any BHB Intellectual Property Rights by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to BHB or its licensors, as the case may be, without further action by either of the Parties; and (v) Marketing Affiliate shall use BHB's Intellectual Property Rights solely for the purposes of performing its obligations under this Agreement and only in accordance with this Agreement and the instructions of BHB.

c. Subject to the terms and conditions of this Agreement, BHB grants to Marketing Affiliate a non-exclusive, non-transferable, and non-sublicensable license to use BHB's trademarks during the term of this Agreement solely in connection with the marketing, promoting, advertising, and sale of Products. Other than the express licenses granted by this Agreement,

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BHB grants no right or license to Marketing Affiliate by implication, estoppel, or otherwise to Products or any of BHB's Intellectual Property Rights.

8. Miscellaneous


a. Marketing Affiliate shall indemnify and defend BHB and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, that are incurred by Indemnified Party, arising out of or related to any: (a) breach or non-fulfillment of any provision of this Agreement by Marketing Affiliate or Marketing Affiliate's subcontractors' or its or their officers, directors, employees, agents, or subcontractors ("Marketing Affiliate Group"); or (b) any failure by any member of Marketing Affiliate Group to comply with any applicable federal, state or local laws, regulations, or codes in the performance of its obligations under this Agreement.

b. This Agreement may be terminated by either Party at any time, upon notice to the non-terminating Party. Upon the termination of this Agreement, commissions will be paid to Representative on all finalized Sales with Customers through the date of termination for which Marketing Affiliate is entitled to a Commission Fee for hereunder. Upon the termination of this Agreement, Marketing Affiliate shall promptly remove all links to BHB Sites and remove any and all Content and BHB Logos from Marketing Affiliate Sites.

c. Marketing Affiliate is an independent contractor of BHB. Neither Marketing Affiliate nor any of its personnel is an employee of BHB for the purposes of payroll taxes, social security, unemployment taxes, or workman's compensation, or any other purpose. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, corporate affiliation or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party. Furthermore, BHB will not be held responsible for any expenses of Marketing Affiliate unless authorized in writing by BHB in advance of such expenditure.

d. This Agreement is not assignable or sub-contractable in whole or in part by Marketing Affiliate without the prior consent of BHB. This Agreement may be assigned by BHB at anytime.

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- e. This Agreement binds and benefits the Parties and their respective legal representatives, successors, and permitted assigns.
- f. BHB reserves the right to amend this Agreement. In such event, you will be notified of such amended terms and conditions. If any such modification is unacceptable to you, you may terminate this Agreement. Your continued performance of Services for BHB shall be deemed an acceptance of the amended Agreement.
- g. This Agreement and all claims or causes of action arising out of or relating to this Agreement will be governed by and construed in accordance with the laws of the State of Colorado, USA, including Colorado's Uniform Commercial Code, without regard to the chosen jurisdiction's choice-of-law principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any dispute arising under this Agreement shall be resolved through binding arbitration according to the Rules of the American Arbitration Association under its Commercial Arbitration Rules and Mediation Procedures; provided, however, the Parties shall have the right to invoke self-help remedies (such as set-off), and/or request ancillary or provisional judicial remedies (such as specific performance, injunction, and restraining order), before, during or after any arbitration. Venue for any such ancillary and/or provisional judicial remedy shall reside exclusively in the state or federal courts having jurisdiction in or for Arapahoe County, Colorado, USA. Use of self-help or ancillary and/or provisional judicial remedies shall not operate as a waiver of either Party's right to compel arbitration. Any ancillary or provisional judicial remedy which would be available from a court at law shall be available from the Arbitrator. The seat or place of arbitration shall be Denver, Colorado, USA. The arbitration shall be conducted and the award shall be rendered in the English language. Except as may be required by law, no Party and no Arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both Parties, except to the extent necessary to protect or pursue a legal right. This Section shall survive the expiration or earlier termination of this Agreement. In the event suit or action is brought to enforce or interpret any of the provisions of this Agreement, or that arise out of or relate to this Agreement, the Parties agree to reimburse the prevailing Party's reasonable attorney fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled. The determination of who is the prevailing Party and the amount of reasonable attorney fees to

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be paid to the prevailing Party shall be decided by agreement of the Parties, or, if the Parties cannot reach agreement, then by the Arbitrator.

h. If any part of this Agreement is held to be unenforceable in a court of law, such provision will be severed, and the remainder of this Agreement will remain in full force and effect. Further, upon a determination that any term or provision is invalid, illegal, or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the covenants contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

i. This Agreement and the Insertion Order(s), together with all documents incorporated herein, is the final and exclusive agreement between the Parties with respect to its subject matter.

DOS AND DON'TS

CONTENT DO'S AND DON'TS


Do - Share your experience using CBDistillery™ products with your social media community. Personal testimonials are one of the most effective ways of promoting CBDistillery™ products, so please be open and honest with your friends and followers about how CBD has impacted your life!

Don't - Make any medical claims (eg. Cancer, diabetes, or COVID) concerning the medicinal effectiveness, treatment viability, or health benefits arising out of the use of CBDistillery™ products

Do - Make product recommendations! Choosing which product to purchase is one of the initial challenges new customers face when buying a CBDistillery™ product. Sharing your personal favorites is a great way to help new customers navigate this decision.

Don't - Make any untrue, misleading, or false representations about what CBDistillery™ products can do for other people. Individuals are affected by CBD differently. We, therefore,

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ask that you are truthful about the statements you make and do not make any guarantees on behalf of CBDistillery™ products.

Do - Ask questions from your audience about their experience using CBD products. Provoking conversation with your followers is a great way to get them engaged in the conversation!

INACTIVITY POLICY

To ensure the program continues running smoothly as it grows, we will remove any affiliate who has been inactive for 90 days. Inactive is defined by not having made a sale in 90+ days. Any sub-affiliates of the parent affiliate that is deactivated will be reassigned at Balanced Health Botanicals' discretion.

SERVICE, TRAINING AND SUPPORT


PRODUCT TRAINING

Product information and training are available on our website. We highly encourage you to take some time and read through our blogs and FAQ. We have a ton of great information that you can use freely in your promotions. If you have any specific questions or would like to speak to someone in our company directly, please feel free to reach out via email.

ONGOING COMPLIANCE TRAINING

Once a quarter, we will put out communication about any updates or changes made to our terms and conditions and share useful tips for covering, sharing, and promoting the CBD industry. In this, we will include examples of what we call our "Do's" and "Don'ts." Our goal with this training is to keep everyone on the right side of regulations and prevent any problems down the road.

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SUPPORT

If you have questions, concerns, or need clarification, please contact our Program Director Travis Rosenbloom via email at Travis.Rosenbloom@BalancedHealthBotanicals.com.

Thank you for this opportunity to earn your business. We cannot express to you how much it means that you've chosen to help us on our mission of improving people's lives through CBD products.

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