

HEALTH MERCHANT STORE APPLICATION AND AGREEMENT

THIS HEALTH MERCHANT STORE APPLICATION AND AGREEMENT (this "Agreement") is a legal agreement between the undersigned (the "Applicant" or the "Health Merchant") and Green Polka Dot Box LLC, a Delaware limited liability company (the "Company" or "Green PolkaDot Box"), effective as of the date that the Company executes and confirms its acceptance of this Agreement after the submission of this Agreement by the Health Merchant to the Company and the payment by the Health Merchant of the "Health Merchant Fee," as defined below. Capitalized terms not otherwise defined in this Agreement shall have the meaning assigned to them in Section 1, "Definitions," below.

Consent to Agreement

The Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et seq.) requires that you consent to entering into an electronic agreement with Green PolkaDot Box before you can enter into this Agreement online.

Evidence of the Agreement between you and the Company will be recorded electronically. To enter into the Agreement, you must acknowledge, electronically, that you agree to the terms and conditions of the Agreement.

Your consent pertains to and will apply to all transactions between you and the Company. You may withdraw your consent at any time. However, should you do so, the Agreement will be terminated immediately and automatically.

To withdraw your consent or update any personal information, you may do so online at <http://www.GreenPolkaDotBox.com> through your "My Account" link after you log in to the Company's Website or by sending written notice to Green PolkaDot Box Incorporated, Health Merchant Department, 1450 South Blackhawk Boulevard, Mt. Pleasant, Utah 84647.

You will have the ability to read, download, print, and retain this Agreement during the enrollment process. The most current versions of these documents are also posted on your account dashboard in the "My Account" section of the Green PolkaDot Box Website for viewing, printing, and downloading.

When you electronically sign this Agreement, you agree that the Company may amend this Agreement at its sole discretion at any time.

Please indicate your consent to entering into an electronic version of this Agreement with the Company by clicking on the "I Agree" button on the Web page next to the link to this Agreement.

By providing your consent, you also confirm that you are able to access all the terms of this Agreement electronically.

1. Definitions. Following are certain defined terms used in this Agreement. Additional defined terms may be found elsewhere in this Agreement.

1.1 “Account” means the record maintained by the Company for the Health Merchant that details the activity of the Health Merchant with respect to Sample Products, Qualifying Sales Volume, Compensation payments, and such other information that the Company from time to time elects to include.

1.2 “Activation” means the commencement of Store operations by the Health Merchant after entering into this Agreement, paying the Activation Fee, and being accepted by the Company.

1.3 “Activation Date” means the date on which the Health Merchant has completed registration, entered into this Agreement, paid the Activation Fee, been accepted by the Company as a Health Merchant.

1.4 “Activation Fee” means the fee payable by a Health Merchant to activate a Store. The current Activation Fee is \$7,997.00. The Activation Fee is a one-time fee paid to activate the Store for the Term of this Agreement. The Company reserves the right to change the Activation Fee at its sole discretion; however, once the Activation Fee is paid by the Health Merchant no further assessments for the Activation Fee will be made.

1.5 “Active” means the status of the Health Merchant for his or her natural life, if the Health Merchant is a natural person, or for the duration its existence if the Health Merchant is an entity (e.g. corporation or limited liability company) who has purchased a Store. Active status may be terminated by the Company if the Health Merchant (i) fails to meet the monthly, minimum Sample Products purchase requirement of \$150.00 per month; (ii) fails to pay the Monthly Service Fee; or (iii) violates the terms and conditions of this Agreement. An “Active Health Merchant” is one who is registered, is in good standing, and is in compliance with the terms and conditions of this Agreement.

1.6 “Agreement” means this Health Merchant Store Application and Agreement entered into between the Company and the Health Merchant and as amended from time to time.

1.7 “Company” means Green PolkaDot Box Incorporated, a Nevada corporation.

1.8 “Compensation” means an amount equal to 10% of the Qualifying Sales Volume, not including shipping costs, surcharges, or coupon discounts; except on “Bulk Shipments” in which case the Compensation shall be 5% of the Qualifying Sales Volume. Compensation is paid weekly to the account of Health Merchant on the condition of Active status.

1.9 “Contract Month” shall mean the period from the Activation Date, and each anniversary thereof, to the day of the next calendar month preceding the day of the Activation Date. For example, if the Activation Date were September 15, 2017, the first Contract Month would run from September 15, 2017 through October 14, 2017. Each successive Contract Month would similarly begin on the 15th of the month and end on the 14th of the next month.

1.10 “Customer” means a person who purchases Product at the Health Merchant’s Store Website.

1.11 “Effective Date” means the date on which the Health Merchant has completed registration, entered into this Agreement, and paid the Activation Fee.

1.12 “Green PolkaDot Box” means the trade name of the Company and the Company’s URL for its Website at www.GreenPolkaDotBox.com.

1.13 “Health Merchant” means a Qualifying Person who purchases a Store from the Company and has entered into this Agreement.

1.14 “Health Merchant Identification Information” is the Health Merchant’s full legal name, e-mail address (username), referral identification, Subdomain, Tax Identification Number, and registered credit card payment details.

1.15 “Legacy Members” means the Company’s Founding Trust and Charter Lifetime Members, other Health Merchants designated as Legacy Members by the Company.

1.16 “Low Price Guarantee” means the policy of the Company to credit the Account of the Health Merchant or a Customer with the difference between the price at which the Health Merchant or a Customer purchased a Product on the Website and the verified price of that same item on another online store within the seven-day period before and the seven-day period after the purchase on the Website on the condition that such lower price is not a sale price or special promotion or that the item is not sold by a membership club that charges a monthly or annual membership fee.

1.17 “Media Kit” means the materials offered by the Company to the Health Merchant for electronic and ready-for-print graphics for advertising and public relations, a media library of video vignettes on health issues and extraordinary products, and all upgrades and updates thereto. The ongoing cost of the Media Kit subscription is included in the Activation Fee and the Monthly Service Fee.

1.18 “Merchant Portal” means the **“Mobile App”** and **“Website Subscription.”** The Merchant Portal includes customizable components and digital applications to create a personal or business profile and maintain other features, including third-party advertisements for revenue generation, current news posts, store promotions, media assets, and a direct portal to the Health Merchant store. The Merchant Portal, including both the Mobile App and the Website Subscription, is for use by the Health Merchants who pay a Monthly Service Fee and includes full support during the Company’s normal business hours (9:00 AM to 5:00 PM Mountain time). Legacy Members who desire to use the Merchant Portal must pay a \$100.00 per month subscription fee for the use of the Merchant Portal.

1.19 “Monthly Service Fee” means the monthly fee charged to the Health Merchant by the Company for the maintenance of the Store, which currently is \$195.00 per month for all Health Merchants other than Legacy Members. The Monthly Service Fee for Health Merchants who purchased a Store prior to October 1, 2015 is \$100.00 per month. Legacy Members are not required to pay the Monthly Service Fee unless they utilized the Merchant Portal. The price of the Monthly Service Fee for all Health Merchants, including Legacy Members, is subject to change upon notice from the Company prior to the Health Merchant’s payment of the next Monthly Service Fee. A portion of the Monthly Service Fee is allocated to the ongoing costs of the Media Kit and the Promotions Subscription provided by the Company.

1.20 “Notice of Suspension” or **“Suspension Notice”** means the written or electronic communication (i) from the Company to the Health Merchant advising the Health Merchant of the closing of the Health Merchant’s Store; or (ii) from the Health Merchant to the Company advising the Company of the Health Merchant’s desire to cease operations or close the Store, either temporarily or permanently. The Notice of Suspension from the Health Merchant must be delivered to the Company in writing at Green PolkaDot Box Incorporated, Health Merchant Department, 1450 South Blackhawk Boulevard, Mt. Pleasant, Utah 84647. The Notice of Suspension from the Company must be delivered to the Health Merchant via e-mail to the designated e-mail address in the Health Merchant Identification Information.

1.21 “Non-Compete” means that covenant that the Health Merchant enters into in accordance with the terms of Section 2.7 below of this Agreement, providing that the Health Merchant shall not engage in any similar business using electronic means to advertise, promote, market, sell, and distribute organic and non-GMO foods other than

through the Health Merchant distributorship established hereby during the term of this Agreement and for a period of three years thereafter.

1.22 “Official Materials” means the Media Kit, the Promotions Subscription, and other literature, audio/visual, and materials developed, printed, published, and distributed by the Company to the Health Merchant.

1.23 “Products” means the items offered for purchase on the Company’s Website, which items shall include all the items of inventory carried by the Company, and offered for purchase on the Store’s Website.

1.24 “Promotions Subscription” means the materials offered by the Company to the Health Merchant for notice of weekly deals and special sales, infographics, recipes, scientific and other authoritative articles to attract customers and repeat business, supporting content in e-mail format, and all upgrades and updates thereto. The ongoing cost of the Promotions Subscription is included in the Activation Fee and the Monthly Service Fee.

1.25 “Qualifying Person” means a person 18 years or older and residing in the United States of America or Puerto Rico or an entity duly organized and in good standing in the state of its domicile in the United States of America or Puerto Rico.

1.26 “Qualifying Sales Volume” means the total sales of the Store, including the Sample Products purchased by the Health Merchant and Product sales to Customers, less returns or credits. Qualifying Sales Volume does not include shipping costs, surcharges, or coupon discounts.

1.27 “Refund” means the return by the Company of the Activation Fee paid by the Health Merchant, less administrative costs which shall not exceed \$100.

1.28 “Registration” means the application process whereby an Applicant enters into the Agreement, purchases a Store, is accepted by the Company, and becomes a Health Merchant.

1.29 “Sample Products” means the \$150.00 in Products of any variety that a Health Merchant must purchase during each Contract Month from its, his, or her own store for marketing, sales, and sampling purposes to remain active. Sample Product purchases do not include shipping costs.

1.30 “Store” means an online Health Merchant Store or Website identified by the Subdomain assigned to the Health Merchant at which the Health Merchant’s Customers may purchase Products.

1.31 “Subdomain” means the unique URL assigned to the Store by the Company, which will be a subdomain of the Company’s website, as specified in the Registration.

1.32 “Term” means the period commencing on the Activation Date and ending on (i) the date of the Suspension Notice issued by the Company as permitted by Section 2.14 below; (ii) the date of the Suspension Notice issued by the Health Merchant in writing, which shall not be less than five years from the Activation Date, as permitted by Section 2.13 below; or (iii) the death of a Health Merchant who is a natural person or the dissolution or suspension of business activities of a Health Merchant that is a corporation, limited liability company, or partnership.

1.33 “Tax Identification Number” means the valid Social Security Number or Employer Identification Number issued by the United States of America to the Health Merchant that is not the same as the valid Social Security Number or Employer Identification Number of any other person.

1.34 “Website” means the Health Merchant’s URL or the URL for the Subdomain, as approved by the Company in its sole discretion.

2. Health Merchant Agreement Terms and Conditions.

2.1 Acceptance of the Health Merchant’s Registration. To be accepted by the Company as a Health Merchant, each Applicant must be a Qualifying Person, have a valid Tax Identification Number, and pay the current Activation Fee. The Company reserves the right to reject any applications for a new Health Merchant. To become a new Health Merchant an Applicant must enroll online at the Company’s website for such purpose at www.greenpolkadotbox.com/healthmerchant.

2.2 Independent Contractor. The Health Merchant hereby acknowledges it, he or she is not an employee or representative of the Company, but that the Health Merchant’s status is as an independent contractor. The Health Merchant agrees that it, he or she is not an employee and not a purchaser of a franchise or a business opportunity. This Agreement does not create an employer/employee relationship, partnership, or joint venture between the Company and the Health Merchant.

2.3 Activation Fee. The Health Merchant agrees to pay the Activation Fee at the time of Registration as the price for the activation of a Store for the duration of the Term of this Agreement. The current price for the Activation Fee is \$7,997.00. The Company reserves the right to change the Activation Fee at its sole discretion; however, once the Activation Fee is paid no further assessments for the Activation Fee may be made. The Activation Fee, less a \$100.00 administrative fee, is refundable only if within

the 10-day period following the Activation Date the Company receives a written request from the Health Merchant for a refund; thereafter, the Activation Fee is not refundable. The Company will refund the Activation Fee, less a \$100.00 administrative fee, within 30 days from the date the written request for the refund from the Health Merchant is received by the Company.

2.4 Monthly Service Fee. The Health Merchant agrees to pay the Monthly Service Fee for the Term of this Agreement. The current cost of the Monthly Service Fee is \$195.00 for each Contract Month for all Health Merchants other than Legacy Members. The current cost of the Monthly Service Fee for Legacy Members is \$100.00 for each Contract Month. The initial Monthly Service Fee is payable at the time of Registration. Each Monthly Service Fee after the initial Contract Month is payable in advance on monthly anniversary of the Activation Date, charged to the credit card account maintained in the Health Merchant Identification Information provided at Registration or updated subsequently by the Health Merchant. The price of the Monthly Service Fee for all Health Merchants, including Legacy Members, is subject to change upon notice from the Company prior to the Health Merchant's purchase of the next Monthly Service Fee. The Health Merchant may terminate the Monthly Service Fee obligation by delivering the Notice of Suspension to the Company.

2.5 Maintenance of Active Status with the Company.

2.5.1 The Health Merchant acknowledges that the Health Merchant must be Active to maintain the Store online and qualify to receive Compensation. To maintain Active status, the Health Merchant must purchase \$150.00 in Sample Products during each Contract Month during the Term of this Agreement and be current with the payment of the Monthly Service Fee.

2.5.2 If the Health Merchant fails to maintain Active status, the Company may terminate the Active Status of a Health Merchant and close the Store by delivering the Notice of Suspension to the Health Merchant and giving the Health Merchant 30 days from the date of the Notice of Suspension to cure the default by purchasing the minimum of \$150.00 in Sample Products for each Contract Month for which the minimum has not been purchased during the 30-day cure period.

2.5.3 Suspension of Active status may be initiated either (i) voluntarily by a Health Merchant by sending the Company a Notice of Suspension; (ii) involuntarily by the Company if the Health Merchant is not an Active Health Merchant for a period of one month; or (iii) involuntarily by the Company for failure of a Health Merchant to comply with the terms and conditions of the Agreement. A voluntary suspension of Active status by a Health Merchant shall not affect the Term of this Agreement as provided for in Section 1.32 above.

2.6 Reinstatement of Active Status. If the Health Merchant loses its, his or her Active Status due failure to purchase \$150.00 in Sample Products during each Contract Month or non-payment of Monthly Service Fees, the Health Merchant may reinstate its, his or her Active Status within six months of losing such Active Status by paying current its, his or her \$150.00 in purchases of Sample Products for each Contract Month for which Sample Products were not purchased, and paying all past due Monthly Service Fees. If the Health Merchant fails to reinstate its, his or her Active status during the six-month period after losing its, his or her Active status, such Health Merchant must go through the Registration process again to become a new Health Merchant, including paying the Activation Fee.

2.7 Non-Compete. The Health Merchant agrees that in consideration of its, his, or her appointment as a Health Merchant by the Company and the Company's provision of its proprietary intellectual property for use by the Health Merchant, the Health Merchant agrees that he, she or it will not compete with the Company during the Term of this Agreement and for a period of three years following the end of the Term by entering into any other business arrangement that is similar in nature, structure, product mix (e.g. clean, non-GMO food), distribution plan, compensation plan, and composition to the Health Merchant distributorship created pursuant to the terms of this Agreement with another party during the term of this Agreement and for the three-year period following the end of the Term. The parties agree that a breach of the terms and conditions of this exclusive agreement between the Company and the Health Merchant, including the Non-Compete herein provided for would cause the Company irreparable harm, the damages for which are not measurable. Therefore, the Health Merchant agrees that the Company shall be entitled to equitable relief in addition to any damages that can be proved as a result of a breach of the terms and conditions of this Agreement.

2.8 Compensation Payments. The Company agrees to pay all of the Compensation due to the Health Merchant on a weekly basis by direct ACH deposit into the bank account of the Health Merchant, as sales revenues are received by the Company.

2.9 Adherence to Agreement. The Health Merchant agrees to abide by the terms and conditions of the Agreement, as amended from time to time, as a condition of the Health Merchant's continuing right to operate the Store and enjoy the benefits of being a Health Merchant. The Health Merchant agrees that if the Health Merchant violates the terms and conditions of the Agreement the Company, at its sole discretion, may terminate this Agreement and close the Store upon delivery to the Health Merchant of a Notice of Suspension.

2.10 Amendment of Compensation. The Health Merchant agrees that the Company may amend the Compensation amount at its sole discretion by amendment of

the Agreement. The Health Merchant's continuation of Store operations after any such amendment will constitute the Health Merchant's acceptance of any and all such amendments.

2.11 Low Price Guarantee. The Company agrees to honor the Low Price Guarantee and credit the Account of the Health Merchant or a Customer with the difference between the price at which the Health Merchant or a Customer purchased a Product on the Website and the verified price of that same item on another online retailer within the seven-day period after the purchase on the Website on the condition that such lower price is not a sale price or special promotion or that the item is not sold by a membership club that charges a monthly or annual membership fee. Verification of the lower price from another online retailer shall consist of a time-stamped purchase receipt, advertisement, website screen shot or other reasonable form of proving the price and purchase of such Product on another online retailer's website or store location.

2.12 No Assignment Permitted. The Health Merchant agrees and acknowledges that the Store may not be assigned or transferred to a third party without the express written permission of the Chief Executive Officer of the Company, which permission will be at the Company's sole discretion. If the Health Merchant is an entity, the transfer of a controlling interest (more than 50%) in the Health Merchant shall be deemed a transfer or assignment for purposes of this Agreement and shall require the approval set forth herein.

2.13 Termination of Agreement by the Health Merchant. The Company agrees that the Health Merchant may terminate this Agreement after five years from the Effective Date, upon 30 days' advance written notice using the Notice of Suspension form available for download on the Website. The Company agrees to pay within 30 days of the Notice of Suspension any accrued but unpaid Compensation as of the date of the Notice of Suspension. Thereafter, all benefits promised the Health Merchant in accordance with this Agreement will be terminated.

2.14 Termination of Agreement by the Company. The Company may terminate this Agreement upon (i) a determination by the Company that the Health Merchant is in breach of the terms of this Agreement, and (ii) the Company giving notice by the Notice of Suspension. This Agreement will be deemed terminated as of the date of the Notice of Suspension and the Company will pay the Health Merchant any accrued but unpaid Compensation as of the effective date of the termination of this Agreement.

2.15 Termination of Business by the Company. The Health Merchant agrees that if the Company (i) ceases business operations and terminates distribution and sale of its products and services; (ii) files for protection under the Federal bankruptcy laws; or (iii) initiates voluntary dissolution procedures as a business entity, then the

Company may terminate this Agreement and close the Store upon the delivery by the Company of the Notice of Suspension to the Health Merchant. Upon the termination of this Agreement because of the termination of the business of the Company, the Health Merchant agrees that any accrued Compensation will be forfeited as of the date of the Notice of Suspension.

2.16 Events Calendar. Health Merchants will be able maintain an Events Calendar to inform opt-in subscribers and users about upcoming presentations/trade shows in which the Health Merchant may be participating. Both the Website Subscription and the Mobile App include a single back end, meaning that Health Merchant will be able to update information from one single place (no double entry). Both are adaptable to full social media integration, facilitating multiple opportunities for the Health Merchant to post to different social media platforms from the Website and Mobile App for maximum exposure and lead generation. The Mobile App and Website also include a “revenue generator,” giving the Health Merchant the ability to create revenue by selling coupon space and category advertising spots on the Website.

3. Miscellaneous.

3.1 Amendments to the Agreement. The Company reserves the right to amend the Agreement in its sole and absolute discretion. By signing the Agreement and by continuing to exercise the privileges of a Health Merchant, a Health Merchant agrees to abide by all amendments or modifications that the Company elects to make. Amendments shall be effective immediately upon notice to all Health Merchants that the Agreement has been modified. The Company will provide or make available to all Health Merchants a complete copy of the amended provisions by (i) posting them on the Website, or by (ii) e-mail to the designated address in the Health Merchant Identification Information. Any Health Merchant’s decision to continue to use the Website or a Health Merchant’s acceptance of Compensation constitutes consideration for and acceptance of any and all amendments to the Agreement.

3.2 Failures in Performance or Delays. The Company shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party’s source of supply, power failures, lack of operating capital or government decrees or orders.

3.3 Terms are Severable. If any provision of the Agreement, in its current form or as it may be amended, is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

3.4 Waiver. No failure of the Company to exercise any right or power under the Agreement or to insist upon strict compliance by the Health Merchant with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of the Company's right to demand exact compliance with the Agreement. Waiver by the Company can be affected only in writing by an authorized officer of the Company. The Company's waiver of any particular breach by the Health Merchant shall not affect or impair the Company's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Health Merchant nor shall any delay or omission by the Company to exercise any right arising from a breach affect or impair the Company's rights as to that or any subsequent breach. The existence of any claim or cause of action of the Health Merchant against the Company shall not constitute a defense to the Company's enforcement of any term or provision of the Agreement.

3.5 Not a "Business Opportunity." The Health Merchant shall not refer to any form of ownership or operation of a Store as a "business opportunity" through or in combination with any other system, program, or method of marketing. The Health Merchant shall not require or encourage other current or prospective Health Merchants to participate in the Company's Health Merchant Program in any manner that varies from what is stated in the Official Materials. The Health Merchant shall not require or encourage other current or prospective Health Merchants to execute any agreement or contract other than official Company agreements and contracts in order to become a Health Merchant.

3.6 Advertising. All Health Merchants shall safeguard and promote the good reputation of the Company. Any promotional efforts by the Health Merchant shall be consistent with the public interest, and the Health Merchant must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. The Health Merchant may not use printed or electronic collateral materials for advertising and promotion other than those produced or approved by the Company, in writing.

3.7 Domain Names and E-mail Addresses. The Health Merchant may not use or attempt to register any of the Company trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, for any Internet domain name, nor may the Health Merchant incorporate or attempt to incorporate any of the Company's trade names, trademarks, service names, service marks, product names, the Company's name, or any derivative thereof, into any electronic mail address not approved by the Company.

3.8 Trademarks and Copyrights. The Company will not allow the use of its trade names, trademarks, designs, or symbols by any person, including the Health Merchant, without its express, prior, written permission. The Health Merchant may not

produce for sale or distribution any recorded Company events and speeches without written permission from the Company nor may the Health Merchant reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations. The name of the Company and other names that may be adopted by the Company are proprietary trade names, trademarks, and service marks of the Company. As such, these marks are of great value to the Company and are supplied to Health Merchants for their use only in an expressly authorized manner. Use of the Company name on any item not produced by the Company is prohibited. The Health Merchant may not place or display any ads using the Company's name or logo without the Company's permission. The Health Merchant may not answer the telephone by saying "Green PolkaDot Box" or in any other manner that would lead the caller to believe that he or she has reached business offices of the Company.

3.9 Media and Media Inquiries. The Health Merchant must not respond to media inquiries regarding the Company, the Website, or their Store. All inquiries by any type of media must be immediately referred to the Company's public relations department.

3.10 Unsolicited E-Mails ("Spam"). The Health Merchant agrees not to send unsolicited commercial e-mails unless such e-mails strictly comply with applicable laws and regulations including, without limitation, the Federal CAN SPAM Act. Any e-mail sent by the Health Merchant that promotes the Company, its Products, and services must comply with the following:

- (i) there must be a functioning return e-mail address from the sender;
- (ii) there must be a notice in the e-mail that advises the recipient that he or she may reply to the e-mail, via the return e-mail address, to request that future e-mail solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice);
- (iii) the e-mail must clearly and conspicuously disclose that the message is an advertisement or solicitation; and
- (iv) the use of deceptive subject lines and/or false header information is prohibited.

All opt-out requests, whether received by e-mail or regular mail, must be honored. If the Health Merchant receives an opt-out request from a recipient of an e-mail, the Health Merchant must forward the opt-out request to the Company.

3.11 Unsolicited Faxes. Except as provided in this section, the Health Merchant may not use or transmit unsolicited faxes, mass e-mail distribution,

unsolicited e-mail, or “spamming” relative to the operation of its business. The terms “unsolicited faxes” and “unsolicited e-mail” mean the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting the Company, the Website, the Stores, the Compensation, or any other aspect of the Company and its business that is transmitted to any person, except that these terms do not include a fax or e-mail:

- (i) to any person with that person’s prior express invitation or permission; or
- (ii) to any person with whom the Health Merchant has an “established business or personal relationship,” which means a prior or existing relationship formed by a voluntary two-way communication between the Health Merchant and a person, on the basis of (A) an inquiry, application, purchase or transaction by the person regarding products or services offered by the Health Merchant, or (B) a personal or familial relationship, which relationship has not been previously terminated by either party

3.12 False Enrollment. False enrollment is strictly and absolutely prohibited and is grounds for termination of this Agreement and closure of the Store by the Company. False enrollment, as used herein, includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a Health Merchant; and (c) the enrollment or attempted enrollment of non-existent individuals (“phantoms”) or entities as Health Merchants.

3.13 Changes in Health Merchant Information. The Health Merchant may make changes to the Health Merchant Identification Information contained in its, his or her account by modifying “My Account” on the Website. Making changes does not cancel or modify the status of the Health Merchant or amend the Agreement.

3.14 Unauthorized Claims and Actions. The Health Merchant is fully responsible for all of its, his or her own verbal and written statements regarding the Company, the Health Merchant Program, and the Compensation that are not expressly approved by the Company. The Health Merchant agrees to indemnify the Company and the Company’s directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by the Company as a result of the Health Merchant’s unauthorized representations or actions. This provision shall survive the termination of the Agreement with the Health Merchant.

3.15 Product Claims. No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by the Company may be made except those contained in the Website. In particular, the Health Merchant may not make any claim that products available through the Company are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims a violation of the Company policies, but may potentially violate Federal and state laws and regulations, including the Federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

3.16 Product Availability. The Company's products will be available only as described in the Company's Website. Although the Company will endeavor to make all of its Products available to the Health Merchant's Store throughout the United States, the Company may not be able to do so because of limitations imposed by vendors, common carriers or for reasons that are beyond the reasonable control of the Company.

3.17 Income Claims. The Health Merchant may not make income projections, income claims, or disclose its, his or her Account status (including the showing of checks, copies of checks, bank statements, or tax records).

3.18 Trade Shows, Expositions, and Other Sales Forums. The Health Merchant may promote the Website at trade shows and professional expositions; however, before submitting a deposit to the event promoter, the Health Merchant must contact the Company's Health Merchant Department in writing for conditional approval. The Company further reserves the right to require use of an approved booth and/or display and to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of the Company.

3.19 Errors or Questions. If a Health Merchant has questions about or believes any errors have been made regarding its, his or her rights or status or the Company's charges to the Account, the Health Merchant must notify the Company in writing within 60 days of the date of the purported error or incident in question. The Company will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

3.20 Governmental Approval or Endorsement. The Health Merchant shall not represent or imply that the Company or its Compensation have been "approved," "endorsed," or otherwise sanctioned by any government agency.

3.21 Income Taxes. The Health Merchant is responsible for paying local, state, and Federal taxes on any income generated through Compensation. Every year, the Company will provide an IRS Form 1099 MISC (Non-Employee Compensation)

earnings statement to the Health Merchant who had earnings of over \$600 in the previous calendar year.

3.22 No Telemarketing. The Health Merchants agrees not to engage in telemarketing relative to promotion of the Health Merchant's store. The term "telemarketing" means the placing of one or more telephone calls to individuals or entities with whom they have no personal or professional relationship in an attempt to refer them or induce them to become a customer. Health Merchants may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship (i.e. you have recently personally met him or her).

3.23 Maintenance of Current Health Merchant Identification Information. To ensure timely delivery of products disbursements pursuant to Compensation, it is critically important that the Health Merchant's records are kept current. The Health Merchant agrees to change the Health Merchant Identification Information in the event of changes in its, his or her address, credit card, banking, and other such information. The Health Merchant is responsible to update its, his or her personal information via the "My Account" function of the Website on a timely basis. To guarantee proper delivery, two weeks advance notice must be provided to the Company on all changes to Health Merchant Identification Information.

3.24 No Health Merchant Purchase Requirements. There are no purchase requirements for the Health Merchant; however, if the Health Merchant does not meet the monthly Sample Products purchase requirement, it, he or she will not maintain Active status.

3.25 No Refund of Activation Fee. The Health Merchant agrees that the Activation Fee and the Monthly Service Fee are considered fully earned by the Company when paid and are not subject to any refund, except as provided in Section 2.3 of this Agreement.

3.26 Health Merchant Reports in "My Account." The Company will endeavor to insure that all information provided by the Company in any report, including but not limited to Health Merchant orders, referral activity, and Compensation payments will be accurate and reliable. Nevertheless, due to various factors including the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information contained in reports is not guaranteed by the Company or any persons creating or transmitting the reports. Access to and use of the Company's online reporting services and your reliance upon such information is at your own risk. All such information is provided to the Health Merchant "as is." The Health Merchant agrees that if it, he or she is dissatisfied with the

accuracy or quality of the information, the Health Merchant's sole and exclusive remedy is to discontinue use of and access to the Company's online reporting services and reliance upon the information.

3.27 Non-Disparagement Covenant; Covenant of Confidentiality.

3.27.1 The Health Merchant agrees that he, she, or it, as the case may be, will not in any manner publish or make any written statement (including any electronic communication or publication) or any oral statement concerning the Company and its officers, directors, employees, and stockholders (collectively referred to in this Section 3.27 as the "Company") that is derogatory, denigrating, or creates any negative inference concerning the Company or the Company's business, including but not limited to the Health Merchant Stores. The Health Merchant agrees that a breach of the terms of this Section 3.27 will constitute a material breach of this Agreement and justification for immediate termination of this Agreement by the Company in accordance with the terms of Section 2.13 above.

3.27.2 The parties acknowledge that a breach of Section 3.27.1 by the Health Merchant will cause the Company to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Company of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such breach, the Health Merchant agrees that liquidated damages may be assessed and recovered by the Company from the Health Merchant in the event of breach of Section 3.27.1 above and without the Company being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore the Health Merchant shall be liable to the Company for payment of liquidated damages in the amount of \$5,000 for each instance of a breach of Section 3.27.1. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and the Health Merchant shall pay them to the Company without limiting the Company's right to terminate this Agreement for breach as provided in Section 2.13 above.

3.27.3 The parties agree that during the term of this Agreement and for not less than three years after its termination or suspension any communications between them concerning the provisions of Section 3.27 shall be kept strictly confidential between the Health Merchant and the Company. Any breach of this covenant of confidentiality shall be considered a breach of Section 3.27.1 above and shall subject the breaching party to liquidated damages as provided in Section 3.27.2 above.

4. Ordering, Shipping, and Payment.

4.1 General Order Policies. The Company does not maintain a minimum order requirement before tax and applicable shipping charges, which policies may be changed from time to time as disclosed on the Website.

4.2 Shipping Policy. The Company will normally initiate shipment of products via FedEx Ground, UPS or USPS within 24 hours or less from the date on which it receives an order, except when orders are received on Federal or Utah state holidays or on weekends. Payment for shipping shall be as follows:

- (i) orders between \$0.01 and \$49.99 shall be billed at standard published carrier rates;
- (ii) orders between \$50.00 and \$149.99 shall be billed at a flat rate of \$9.95;
- (iii) orders greater than \$150.00 shall be shipped without charge.

The shipping rates are subject to change by the Company, at its sole discretion, without prior notice to the Health Merchant. A \$5.00 surcharge is assessed for orders that weigh over 63 pounds and every 10-pound increment thereafter. Surcharges are also assessed for frozen and refrigerated orders totaling less than \$100.00.

4.3 Inspection and Confirmation of Order. The Health Merchant, Customers, and/or the recipient of an order must confirm that the Product received matches the Product listed on the shipping invoice and is free of damage. Failure to notify the Company of any shipping discrepancy or damage within seven calendar days of receipt of shipment will cancel a Health Merchant's right to request a correction.

4.4 Restrictions on Third Party Use of Credit Cards and Checking Account Access. The Health Merchant shall not permit other Health Merchants to use its, his or her credit card, or permit EasyPay debits to its, his or her checking accounts, to enroll or to make purchases from the Company.

4.6 Sales Tax Collection. The Company is required to charge sales taxes on all purchases made by the Health Merchants and their customers from within the state of Utah, and any other state where Green PolkaDot Box has nexus, and remit the taxes charged to the state.

5. Disclaimer and Hold Harmless.

5.1 Disclaimer Regarding Product Claims. The Company will strive to keep the Health Merchant informed concerning Product claims and make every effort to be as accurate as possible; however, the Company shall not be responsible for the claims of

manufacturers or suppliers of products offered for sale by the Company. The Health Merchant agrees that the manufacturers or suppliers of products offered by the Company shall be solely responsible for any health or nutrition problems the Health Merchant or its Customers experiences with any product purchased from the Company or any damages caused by using products offered on the Website. The Health Merchant agrees that it is the Health Merchant's and its Customer's responsibility to always read the Product label and/or contact the manufacturer or supplier of Product if the Health Merchant has any questions regarding the suitability of each Product for the Health Merchant and its Customers. The Health Merchant agrees that it is the Health Merchant's responsibility to consult the Health Merchant's healthcare practitioner for any specific health and nutrition concerns. The Health Merchant agrees that the Company is not responsible or liable for compliance by the manufacturer or supplier of products on the Company's Website with food labeling laws. All material on the Company's Website is provided for the Health Merchant's information only and may not be construed as medical/health advice, diagnosis, treatment, or instruction. No action or inaction should be taken based solely on the contents of this information; instead, the Health Merchant agrees to consult with appropriate healthcare professionals on any matter relating to health and wellbeing. THE COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS OFFERED FOR SALE ON THE COMPANY'S WEBSITE.

5.2 Hold Harmless. The Health Merchant agrees to hold the Company harmless from any and all claims, demands, rights, lawsuits, causes of action, obligations, controversies, debts, costs, expenses (including but not limited to attorneys' fees), damages, judgments, losses and liabilities of whatever kind or nature, fixed or contingent, in law, equity or otherwise, whether known or unknown, whether or not apparent or concealed arising out product liability claims for products offered for sale on the Company's Website that are manufactured or supplied by others. In no event shall the Company or its owners, affiliates, employees, contractors, officers, or agents be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from the use of products offered on the Company's Website that are manufactured or supplied by others, whether based on warranty, contract, tort, or any other legal theory.

6. Dispute Resolution and Disciplinary Proceedings.

6.1 Complaint Policy. The Company agrees to evaluate and deal with the Health Merchant's or Customer's complaints and requests for Product returns on a case-by-case basis. As a general policy, the Company is committed to provide such a high level of service that complaints will not be necessary. In the rare case when the Health Merchant is dissatisfied with the Company for any reason, the Company will do

everything reasonably possible to satisfy and retain the trust of the Health Merchant. The Health Merchant is encouraged to immediately contact the Health Merchant Department via the Website to discuss any problems that may arise. The Company may, in its sole discretion, choose to terminate the Health Merchant's Store immediately, if it determines, in its sole discretion, that sufficient evidence exists to prove that the Health Merchant is engaged in deceptive or abusive complaint practices.

6.1.1 Damaged Goods. The Company will not accept product returns or replace products that are lost or damaged in shipping, including minimal dents or scratches to canned goods.

6.1.2 Product Liability Claims. The Company maintains comprehensive product liability coverage. The Health Merchant may receive upon request a written copy of said policy, naming the Health Merchant as additional insured.

6.2 Disciplinary Sanctions. Violation of this Agreement or any illegal, fraudulent, deceptive or unethical business conduct by the Health Merchant may result, at the Company's discretion, in one or more of the following corrective measures:

- (i) issuance of a written warning or admonition;
- (ii) requiring the Health Merchant to take immediate corrective measures;
- (iii) imposition of a fine, which may be deducted from amounts due pursuant to Compensation earned;
- (iv) loss of rights to receive Compensation for a period of time as determined in the sole discretion of the Company
- (v) involuntary termination of this Agreement;
- (vi) imposition of any other measure expressly allowed within any provision of the Agreement or which the Company deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Health Merchant's policy violation or contractual breach; and/or
- (vii) institution of legal proceedings for monetary damages and/or equitable relief in situations deemed appropriate by the Company.

The Company may withhold from a Health Merchant all or part of the Health Merchant's earned and accrued Compensation during the period that the Company is

investigating any conduct allegedly in violation of the Agreement. If the Health Merchant's Store is closed for disciplinary reasons, the Health Merchant will not be entitled to recover any Compensation withheld during the investigation period.

6.3 Arbitration. Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Health Merchant waives all rights to trial by jury or to any court. All arbitration proceedings shall be held in Utah County, State of Utah, unless the laws of the state in which the Health Merchant resides expressly require venue to be in the state of the Health Merchant's residence, in which case the arbitration shall be held in the capital of that state. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator who shall be selected by the Company. The Company will endeavor to choose an arbitrator who is an attorney at law, with expertise in business law transactions, and with a strong preference for an attorney knowledgeable in the direct selling industry, selected from the panel provided by the American Arbitration Association. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect the Company's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

6.4 Governing Law, Jurisdiction and Venue. Jurisdiction and venue of any matter not subject to arbitration shall reside in Utah County, State of Utah unless the laws of the state in which the Health Merchant resides expressly require venue to be laid in the state of the Health Merchant's residence, in which case venue will be in the county of that state's capital. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the state of Utah shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a Health Merchant resides expressly require the application of its laws.

6.5 Louisiana Residents. Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.