NOTE: If there are questions regarding any of the following Policies and Procedures, please contact the Compliance Department via email at compliance@riman.com.

SECTION 1: INTRODUCTION

1.1 Mutual Commitment Statement

RIMAN, its Licensors, Directors, Managers, Offices and Employees (hereafter referred to as "RIMAN" or "Company") is a Direct Sales Company that markets its products and services through a network of independent business owners (referred to as "Planners" or "Independent Planners"). To clearly define the relationship that exists between the Company and its "Planners" and to explicitly set forth standards for acceptable business conduct and practices for and in support of retail purchasers of RIMAN products who are the ultimate end-user consumers of the products and who do not intend to resell the products to any third party ("Customers"), RIMAN has established these policies and procedures.

A. In the spirit of mutual respect and understanding, the Company is committed to:

I. Providing prompt, professional and courteous service, communication and care to all of its Customers and Planners;

II. Providing the highest level of quality products, at fair and reasonable prices;

III. Exchanging or refunding the purchase price of any product in accordance with the Return Policy provided herein;

IV. Delivering orders promptly and accurately;

V. Paying commissions accurately and on a timely basis;

VI. Expediting orders and providing resolution in the event error(s) or unreasonable delay(s) occur;

VIII. Supporting, protecting and defending the integrity of the RIMAN sales opportunity;

IX. Offering all business owners the opportunity to grow with the Company and achieve personal and financial goals.

B. In return, the Company expects all of its Planners to:

I. Conduct themselves in a professional, honest, and considerate manner;

II. Present the Company and the Company's product information in an accurate and professional manner;

III. Present the Compensation Plan and Return Policy in a complete and accurate manner prior to sales made with Customers or enrollment of Planners;

IV. Refrain from exaggerated income claims;

V. Make reasonable effort(s) to support and train Customers and downline Planners;

VI. Not engage in cross line recruiting, unhealthy competition or unethical business practices;

VII. Provide positive guidance, training and support to Customers and Planners in their downline while exercising caution to avoid interference with the downline of other Planners. As such, a Planner is discouraged from providing cross-line training to a Customer or Planner in a different organization without first obtaining consent of t he Customer's or Planner's sponsor ("Sponsor" as defined in the Glossary of Terms);

VIII. Support, protect, and defend the integrity of the RIMAN Planner Opportunity;

IX. Accurately complete and submit the Planner Application & Agreement and any requested supporting documentation in a timely manner.

1.2 RIMAN Policies and Procedures and Compensation Plan Incorporated into the Planner Agreement

These Policies and Procedures (including the Compensation Plan and the Glossary incorporated herein by reference and attached as Appendices A and B hereto), in their present form and as amended from time to time at the sole discretion of RIMAN (the "Policies and Procedures" or "P&P"), are incorporated into and form an integral part of the Planner Agreement, which sets forth RIMAN and each Planner's legal rights and obligations.

Throughout these Policies and Procedures, where the term "Planner Agreement'' is used, it refers to the legally binding agreement between RIMAN and each Planner, consisting of (1) A properly completed and submitted Planner Application, (2) A paid enrollment fee, (3) These Policies and Procedures that are incorporated into and form an integral part of the Planner Agreement and, if applicable, (4) A properly completed Planner Application (including Business Entity Registration) for a Business Entity (as defined below) that has been accepted by RIMAN In the event of any conflict between the applicable Planner Application or the Business Entity Registration, on the one hand, and these Policies and Procedures, on the other hand, these Policies and Procedures shall control. It is the responsibility of each Planner to read, understand, adhere to and ensure that she or he is aware of and operating under the most current version of these Policies and Procedures. When sponsoring a potential Planner, it is the responsibility of the Sponsor to provide access to the most current version of these Policies and Procedures (including the Compensation Plan) to the new Applicant prior to that potential Planner's submission of the Planner Application. The RIMAN Policies and Procedures can be found on the RIMAN website at www.riman.com, and in the RIMAN Business Office (RBO).

1.3 Changes, Amendments and Modifications

RIMAN may amend these Policies and Procedures and thereby amend the Planner Agreement at its discretion, which shall be exercised reasonably and in good faith. Planners are responsible for reading and for regularly reviewing RIMAN publications in the RIMAN Business Office for notices of substantive changes to the Policies and Procedures.

Planners' continued participation in the Program following the effective date of the amended Policies and Procedures, or acceptance of a commission payment constitutes acceptance of any changes or additions. Notwithstanding anything to the contrary above, any amendment by RIMAN to the dispute resolution agreement in section 16 herein shall only take effect upon a Planner's express agreement to such amendment. A Planner may indicate her or his agreement to such proposed amendment by following the instructions accompanying the proposed amendment that will appear when logging in to the RIMAN corporate website or, the Planner's RIMAN Business Office.

RIMAN may terminate the Planner Agreement of any Planner who does not agree to a proposed amendment. Any such amendment shall apply to all claims brought by RIMAN or the Planner on or after the effective date of the amendment, regardless of the date of occurrence or accrual of any facts underlying such claim.

RIMAN is deeply committed to ethical business practices and doing the right thing. It is the Company's expectation that, as the face of RIMAN, Planners review and uphold the RIMAN Code of Business Ethics, which is attached to the Policies and Procedures as Appendix C and which is also available on the RIMAN Website at www.riman.com.

The mutual success of RIMAN and its Independent Planners relies on the Planners' understanding and execution of these Policies and Procedures, as well as all laws and regulations that apply to each Planner's RIMAN Planner Agreement. The Code of Business Ethics is designed to protect Planners and their businesses, the RIMAN brand, and, importantly, all consumers (namely, any potential and existing Customers or Planners). Capitalized terms used throughout these Policies and Procedures are defined in the Glossary (Appendix B).

SECTION 2: PLANNER ADVANTAGES

Once an Applicant has become a Planner as described above, the Planner is able to participate in, and make good use of, the opportunities and advantages provided by the Program. These advantages include the ability of the Planner to:

- Purchase the RIMAN Products at Planner Prices
- Sell the RIMAN Products as described herein
- Qualify and participate in the Compensation Plan (receiving commissions and various incentives, if eligible)
- Sponsors can participate in the program with Customers and other potential Planners to earn income at various levels according to the Compensation Plan.
- Receive periodic, various marketing and sales communications from RIMAN
- Voluntarily participate in RIMAN sponsored support, service and training, and in motivational, promotional, incentive and recognition programs for Planners, upon payment of appropriate charges, if applicable.

SECTION 3: QUALIFICATIONS TO BECOME A PLANNER

3a. Becoming a Planner:

- Be of the age of majority (not a minor) in his or her state of residence;
- Reside or have a valid address in the United States, U.S. territory, or other country in which RIMAN does business;
- Have a valid taxpayer identification number (i.e. Social Security Number, Federal Tax ID Number, ITIN, etc.); Note, RIMAN reserves the right to request additional forms of verification at any point to ensure all account owners are legitimate. Accounts that are deemed as illegitimate will be suspended until verification can be completed.

- Provide your valid email address not already associated with another RIMAN Planner or Customer account, and valid credit card.
- Not be a current employee, officer or director of RIMAN and/or its affiliates, or the spouse or registered domestic partner of any of the foregoing.
- Submit a properly completed and signed Planner Application and Agreement to the Company;
- Any proprietorship doing business under an assumed name (DBA) must also submit a true and complete copy of its certificate of DBA if requested by RIMAN A Business Entity (i.e., a corporation, limited liability company, or partnership) applying to be a Planner must also comply with the requirements of Section 4i; and
- Submit a twenty dollar ($20 USD) non-commissionable enrollment fee in the United States.

3b. Independent Contractor Status

Planners shall not be treated as employees of RIMAN for any purpose including, without limitation, for federal, state or local tax purposes or for retirement or unemployment benefits. Planners are not entitled to the benefits that RIMAN may make available to its employees. Planners are self-employed, non-exclusive, independent contractors who are authorized by RIMAN to market and sell the RIMAN products and sponsor Planners in the fifty (50) United States and in any Authorized Country subject to having legal authorization to run a business and work in the applicable jurisdiction. Except to the extent necessary to comply with legal requirements and/or to protect the Company's intellectual property and brand reputation, RIMAN does not exercise control over the manner or means by which Planners sell RIMAN Products, enroll others in the Program or otherwise operate the Planner Agreement, provided that Planners comply with the Planner Agreement.

Planners may engage helpers or assistants without seeking approval from RIMAN, but any Planner who hires others remains fully responsible for the activities of such helpers or assistants, such that any breaches of the Planner Agreement by any such person will be deemed to have been committed by the Planner who hired such a person. Planners are not, and shall not represent themselves to be, employees, agents or representatives of RIMAN or purchasers of a franchise. Any agreement between RIMAN and a Planner does not create an employee/employer relationship, agency, partnership or joint venture between RIMAN and such Planner.

Planners have no authority (expressed or implied), and shall not represent that they have any authority, to bind RIMAN to any obligation, contract or agreement. Planners shall establish their own goals, hours, place of business and methods of sale, so long as they comply with the Planner Agreement. Planners are solely responsible for all decisions made and all costs incurred with respect to their Planner Agreements. All Planners assume all entrepreneurial and business risk in connection with their Planner Agreements.

Planners are responsible for obtaining any state or local licenses, permits and other governmental approvals applicable to their businesses, including qualifications to transact business in states other than her or his domicile. There is no guarantee that there is or will be a market for the RIMAN products or that Planners will earn money or will not lose money.

3c. Getting Activated

Once an Applicant has submitted a properly completed Planner Application, paid an enrollment fee (if applicable), submitted any other documents that RIMAN may require, and RIMAN has accepted and processed the Planner Application, the Applicant will become a Planner and will be assigned a unique Identification Number, and will be prompted to select a Password. It is the responsibility of the Planner to provide the correct Identification Number in all communication, verbal and written, to RIMAN.

A Planner's Identification Number must be used by that Planner to identify herself or himself to RIMAN in all correspondence with RIMAN and may also be required for some transactions. A Planner may, but is not required to provide her or his Identification Number to Customers and potential Customers to assist RIMAN in identifying and linking the Customer to potential Customer to that Planner's account for online orders.

A Planner's password is considered confidential Information and should not be shared with anyone. This password is used by a Planner to access the RBO (RIMAN Business Office) through which she or he can order the RIMAN Products and/or access the Planner's performance history records, organizational status and performance reports.

3d. Insurance

RIMAN Planners may wish to arrange insurance coverage for their businesses. Homeowner's insurance policies typically do not cover business-related injuries or the theft of or damage to inventory or business equipment. Planners are advised to contact their insurance agents to make certain that their business property is protected.

Such insurance, such as liability, fire and theft insurance, during the term of this Agreement for the benefit of the Planner's business, shall be in amounts as the Planner's deem appropriate, and at the Planner's own expense.

SECTION 4: PLANNER REQUIREMENTS AND RESTRICTIONS

4a. Enrollment Fee

In order to become a US Planner, an Applicant must pay enrollment at the time she or he submits a Planner Application to RIMAN. Except as provided herein for residents of Alaska and certain residents of North Dakota, Planners have three (3) business days within which to cancel their enrollment and receive a full refund. The three (3) business day rule is extended to five (5) business days for residents of Alaska and is extended to fifteen (15) days for residents of North Dakota who are sixty-five (65) or older. The return of an enrollment fee will be considered a voluntary Termination by the Planner.

4b. No Inventory Requirements / 70% Rule:

Inventory and purchase controls are designed to ensure compliance with legal prohibitions on inventory loading, i.e., purchasing of inventory in large quantities for the purpose of achieving title recognition, rewards or payments under the Compensation Plan. Planners are not required or encouraged to purchase or carry any amount of inventory of the RIMAN products. Planners are eligible to maintain active accounts and earn incentives and Achievement Rewards without carrying any inventory. Orders may be transacted directly with the Company on behalf of the Planner through the RIMAN Website and/or Planner's Replicated Site. Planners receive full credit for all such sales without the need to carry any inventory. Planners may, at their option, purchase the RIMAN products in bulk only for resale to Customers, provided that the Planner retains receipts showing that at least 70% of those RIMAN Products were resold to one or more different Retail Customers, or were otherwise used in support of the Planner's business activities (e.g., incentives or demonstrations) within thirty (30) days of the last applicable order delivery date. Products not sold to Retail Customers or used for business activities should be limited to a reasonable amount acceptable for personal consumption within thirty (30) days of the order delivery date. Any such purchases by a Planner may not be for the purpose of qualification or for recognition titles or achievement rewards and must not be excessive in relation to the earnings of any Planner who makes such purchases.

Falsely representing the sale or use of RIMAN Products are grounds for termination of the applicable Planner Agreement. RIMAN reserves the right to require further documentation concerning any bulk or large orders to ensure compliance with this Section. While RIMAN has the discretion to require documentation for any order on proof of sale, all Planners have the obligation to report any documentation in accordance with this Section detailing the compliance with the seventy percent (70%) rule for any amount of product orders exceeding one thousand dollars ($1,000 USD), Starter Kits not included, by the end of the succeeding calendar month in which the product purchase was made. For example, if a Planner purchases product in February in the amount of one thousand seven hundred ($1,700), RIMAN requires the Planner to report seventy percent (70%) of the seven hundred dollars ($700) exceeding the one thousand dollar ($1,000) by the end of March. In the event a Planner fails to report Customer sales in the time required under this Section or otherwise requested by RIMAN, then RIMAN reserves the sole right to implement disciplinary sanctions until said Planner's account is restored to good standing. Such disciplinary sanctions include, but are not limited to, withholding commissions, prohibiting RIMAN Business Office access, suspension, termination, or otherwise as viewed in RIMAN's sole discretion. Planners who fail to comply with this portion for six (6) consecutive months are subject to their status being changed to a Customer.

RIMAN shall not require product purchases for the sole purpose of qualifying for commissions, titles, or rewards. Any request for sales documentation shall be for the sole purpose of ensuring compliance with applicable laws, including FTC guidelines prohibiting inventory loading.

4c. Advancement Buying (Bonus Buying)

Advancement Buying, also known as "bonus buying", is prohibited in all circumstances. "Advancement Buying" is the purchase of product for a reason that is unrelated to bonafide resale or use, or any mechanism used to qualify for: (1) rank advancement, (2) maintenance, (3) achievement of incentives, (4) prizes, (5) commissions or (6) Achievement rewards that are not driven by bona fide product purchases by end-user consumers for actual use, or for use in an Independent Planner's business in a reasonable manner.

4d. Planner Status

An Applicant becomes a Planner when her or his Planner Application or, in the case of a Business Entity, a Planner Application with Business Entity Registration stated, is accepted by RIMAN. A Planner remains a Planner in the Program by: (1) renewing her or his Planner Agreement in accordance with each anniversary and acceptance of such renewal by RIMAN; (2) complying with the requirements of the Planner Agreement; and (3) not having a terminated account status.

4e. Eligibility

RIMAN reserves the right to accept or reject any Planner Application or Business Entity Planner Application for any reason at its sole discretion, to the extent permitted by law. Without limiting the generality of the foregoing, RIMAN reserves the right to reject any Planner Application or Business Entity Planner Application if RIMAN determines in its sole discretion that its acceptance of a Planner Application would result in any actual or potential conflict of interest or would call into question the independence of a Planner.

4f. Single Planner Account (Beneficial Interest/Ownership)

A Planner may hold only one account under a single Sponsor. A person or entity may not be a party to more than one Planner Agreement or hold, directly or indirectly, any interest in additional Planner Agreements, including any Planner Agreements operated by a Business Entity. Planners whose credit card information appears on Planner accounts other than their own will be in violation of these Policies and Procedures and subject to termination.

4g. Territory

No Planner shall assert or imply that she or he has ownership of, or exclusivity in, any particular geographic area, territory, market or region. All Planner Agreements are nonexclusive, and all active Planners have the full right to market and sell the RIMAN Products and otherwise conduct their business in the United States and in any other country where RIMAN has announced it is officially open for business, subject to applicable law.

Planners may not sell, ship, or promote RIMAN products outside of the United States unless such activities comply with all applicable export laws and the regulations of the destination country, and are consistent with RIMAN's international business policies.

Planners must refrain from the promotion of RIMAN in any country where the Company has not yet established an official presence or has not yet announced it is open. Notwithstanding the foregoing, Planners doing business in jurisdictions outside of the United States shall do so pursuant to that jurisdiction's Policies and Procedures and the Planner shall be responsible for complying with the laws of such jurisdiction, including tax and immigration laws.

4h. Planner Information

Each Planner is responsible for keeping her or his Planner information up to date and accurate and must immediately update any changes in their RIMAN Business Office. It is particularly important that a Planner provides RIMAN with her or his current email address, since email is one of the primary ways that RIMAN will communicate with the Planner. Information about RIMAN's privacy practices and procedures is contained in its Privacy Policy available at www.riman.com/privacy-policy. By agreeing to these Policies and Procedures, the Planner consents to the RIMAN Privacy Policy and to receiving emails from RIMAN. Each Planner may modify her or his Planner Information (e.g., update an address, phone number or email address). Planner agrees that RIMAN may share with the Planner's Upline their sales performance data for all Planners in their Downline. No contact information, Social Security Number or credit card number will ever be shared with a Planner's Upline without separate express, written permission by Planner to allow the sharing of such personal information. By providing her or his email address and telephone number, Planner agrees to disclose her or his email address and telephone number to RIMAN. The Planner further acknowledges that information provided to RIMAN by the Planner will be shared with and processed by RIMAN corporate offices located in other jurisdictions, including but not limited to the United States and the Republic of Korea.

4i. Business Entities/Change in Planner Agreements

A Planner enrolled as an individual may apply to convert her or his Planner business to a corporation, limited liability company, partnership or similar business entity ("Business Entity"). To effect such, the Business Entity must:

- Be beneficially owned by the converting Planner from next month following conversion, and thereafter
- Have a valid Federal Tax Identification Number
- Complete, sign and submit a Business Entity Planner Application that is accepted by RIMAN (See Business Entity Planner Application in the The DRIVE in the RIMAN Business Office for more details)
- If requested by RIMAN, submit a true and complete copy of the organizational and charter documentation (e.g., certificate of incorporation, articles of organization, certificate of formation, operating agreement, etc.) of such Business Entity.
- Have a valid email address and a valid credit card.
- This business and position will remain temporary until the proper documents are submitted.

In addition, the Beneficial Owner of the Business Entity must assign her or his Independent Planner Agreement to the Business Entity Applicant pursuant to the Business Entity Planner Application.

The Beneficial Owner of a Planner business that is a Business Entity shall be jointly and severally liable for and shall indemnify and hold harmless RIMAN from and against, any breach of the Planner Agreement by such Business Entity or any indebtedness or other obligation to RIMAN of such Business Entity.

The Beneficial Owners of the Business Entity are responsible for the conduct of their employees, contractors or agents and will be held accountable for any violation of the Planner Agreement, including the failure of their employees, contractors or agents to adhere to these Policies and Procedures.

A Planner business that is a Business Entity and undergoes a change of Beneficial Ownership must notify RIMAN Compliance and continue to comply with the Policies and Procedures or it may have its Planner Agreement and Planner business terminated.

A Planner Business that is a Business Entity may not use any trade name, business name or DBA that includes any RIMAN Trademark.

Subject to the above requirements and restrictions, a Planner may change a Planner's status from a sole proprietorship to a corporation, limited liability company, partnership or other form of approved Business Entity, or from one type of Business Entity to another, by submitting a new Business Entity Registration Form.

In such a case, upon the acceptance of the new Planner Application by RIMAN and, if applicable, the Business Entity Registration Form, the Planner's original Planner Agreement will cease to be in effect and will be replaced and superseded by the newly formed Planner Agreement. Note that none of the changes described above will permit a Planner to change sponsors, except as specified in Section 6d, or to assign or transfer a Planner business except as specified in Section 12a. Additionally, converting a Planner business from an individual Planner business to a Business Entity or from one type of Business Entity to another shall not be used as a means to transfer the Planner account from one party to another. Please note that RIMAN will not approve a request to convert a Planner business to a Business Entity if the intention, whether express or implied, is to achieve an improper sale/transfer or to Line Switch. See sections 6d and 12a for more information.

4j. Actions of Household Members, Employees, Agents, Shared Information etc.

Each Planner is also responsible for the actions of the Planner's employees, contractors and agents, and each Planner business that is a Business Entity is responsible for the actions of its owners, officers, directors, employees, contractors and agents. If any such owner, officer, director, employee, contractor or agent engages in any activity which, if performed by the Planner, would violate the Planner Agreement, including a failure to adhere to these Policies and Procedures, such activity will be deemed a breach by the Planner and RIMAN may terminate the Planner Agreement and/or seek other appropriate remedies against such Planner as detailed in the Planner Agreement. In appropriate circumstances, RIMAN may elect to first provide notice to the Planner allowing her or him time to cure the breach prior to taking further action. RIMAN considers individuals who share contact information such as an address, phone number, payment method or any other type of contact information, as having an affiliation and are subject to this section.

4k. Planner Agreement Renewal

A Planner Agreement commences on the date of activation and must be renewed on an annual basis (twenty dollars ($20 USD) annual renewal fee). A Planner's failure to renew her or his Planner Agreement upon the one (1) year anniversary of the activation date may result in the termination of her or his Planner Agreement. RIMAN will send the Planner a renewal notice no later than thirty (30) days prior to the anniversary date of acceptance by RIMAN of the original Application. If a Planner Agreement is terminated for non-renewal, the affected Planner may re- enroll in accordance with Section 13d of the Policies and Procedures.

4l. Income Taxes

Each Planner is responsible for paying (and will indemnify and hold RIMAN harmless from) all local, state, federal and other taxes on any income derived from the sale of the RIMAN products and any payments or other monetary or non-monetary compensation under this Agreement. RIMAN will provide the Internal Revenue Service's Form 1099 NEC (non-employee compensation) earning statement for each U.S. resident Planner who had global compensation of six hundred dollars ($600 USD) or more in the previous calendar year paid to her or him in the U.S. or made purchases from RIMAN during the previous calendar year of five thousand dollars ($5,000 USD) or more. RIMAN will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on a Planner's behalf. If for any reason a Planner provides an invalid Social Security Number or Tax ID and does not provide a valid Social Security Number or Tax ID, once requested, within thirty (30) days, RIMAN reserves the right to terminate her or his Planner Agreement.

4m. Cross-Border Activity - Conducting Business in a Home Country

A Planner Agreement is specific to the country in which a Planner enrolls ("home country"). A Planner must have legal authorization to run a business in her or his home country and must provide to RIMAN upon enrollment a valid address in such home country to which RIMAN products, correspondence or other items may be shipped. A Planner may make purchases, sell the RIMAN products and sponsor other Planners within her or his home country. Planners may not purchase RIMAN products in their home country and physically transport them across a country border to sell the RIMAN products in another country.

SECTION 5: PLANNER BUSINESS PRACTICES

5a. Media Inquiries

Planners may not respond to media inquiries regarding RIMAN, the RIMAN products, the program or any other aspect of RIMAN's businesses. All such media inquiries regarding RIMAN, including podcasts should be immediately referred to the RIMAN Communications Team at compliance@riman.com. Additionally, Planners may not seek out their own media opportunities that relate to RIMAN without first gaining written permission from the Communications Team. If you have a media opportunity that you feel falls within the Policies and Procedures that you would like to pursue, you must first contact compliance@riman.com. This policy is designed to ensure that accurate, compliant and consistent information is provided to the public. If Planners are approved to communicate with media regarding RIMAN, they are not to provide direct referrals to their website, phone numbers or other personal contact information. The only reference that should be provided is the RIMAN Website or to contact compliance@riman.com.

5b. Adherence to the Program

Planners shall present the Program in a truthful and accurate manner consistent with the Planner Agreement and the RIMAN Marketing Materials. Planners shall not offer the Program through or in combination with any other system, program or method of marketing. Planners shall not promote, require or encourage any current or potential customers or Planners to: (1) Participate in the program in any manner that varies from the program as set forth in the Planner Agreement and the RIMAN Marketing Materials; or (2) Execute or adhere to any agreement or contract other than the Planner Application and these Policies and Procedures in order to become Planners and participate in the Program.

5c. Product Claims

1. General Product Claims

Planners shall not make any claims or representations regarding the RIMAN products other than those claims and representations found on the Company website or in the RIMAN Marketing Materials. RIMAN sells three categories of products: Beauty and cosmetics, personal care (skin and body) and nutrition products. All claims regarding RIMAN beauty, cosmetic and personal care Products must focus exclusively on appearance changes. If "active ingredients" are included in the Drug Facts Box on the product label, then it contains OTCs and any claims regarding changes to the structure or function of the body must be strictly limited to the claims found in RIMAN Marketing Materials and product labeling. Planners shall not make any of the following claims for the RIMAN nutritional products "diagnose, cure, treat, or prevent any disease.

2. Before and After Photos

"Before and after '' photos claiming results for conditions other than those indicated on the product labeling may not be used for any purpose. Planners may use the "before and after'' photos and product stories that RIMAN publishes in support of the RIMAN Products.

If a Planner wishes to use her or his own personal "before and after" photos, the subsequent guidelines must be followed:

- The Planner must identify herself or himself as an Independent Planner for RIMAN and the subject of the photo;
- The information shared must represent the Planner's honest opinions, findings, beliefs and experiences from using RIMAN products;
- The information shared must clearly and conspicuously disclose the substantiation of representations conveyed, which includes:
    - How often and how long the RIMAN products were used, unless otherwise directed by Corporate's advertising standards
    - Whether any other products or treatments contributed to the results;
- Hair should be pulled back from the face;
- Photos must be in focus, in a portrait landscape and with a well-lit, plain background;
- Photos must be supported by and consistent with RIMAN's label claims;
- The "before and after" photos must be taken under the same conditions;
- Touch-ups and photo editing are not permitted;
- If showcasing results on the body such as the arms, chest or legs, before and after must be realistic and consistent with claims. No manipulation of the skin is permitted (such as stretching or pulling it), and;
- Makeup may be worn in before and after photos (with proper disclosure) however, the makeup may not impact the results or be applied in areas where the featured product was used. For example, it would be permitted to use a subtle, natural lip gloss or eyeshadow in a before and after image featuring your visible skincare results from one of the regimens.

If a Planner wishes to use before and after photos or product testimonials of a Customer, friend or family member, in addition to the foregoing requirements, the Planner is responsible for obtaining and maintaining permission from the person who is the subject of the photos or testimonial. Do not use before and after photos of anyone under the age of thirteen (13). If the customer, friend or family member is between the ages of thirteen (13) and eighteen (18), it is highly recommended that you obtain the written permission of a parent or guardian. A Planner who posts a before and after photo or product testimonial on social media sites must identify the subject if the subject is a relative (e.g., "daughter of RIMAN Independent Planner") and is responsible for ensuring that all requirements of this Section are met. Such photos and testimonials may be shared on social media sites, unless the Planner who shares it has any reason to believe that the foregoing requirements have not been met.

5d. Income Claims Prohibited

Planners shall not make claims or representations of potential or guaranteed income or profits in connection with the program. Any amounts that Planners earn through the program are based only on the sale of RIMAN products and not on the mere act of sponsoring other Planners. The Federal Trade Commission and several states have laws and/or regulations that prohibit certain types of income claims and testimonials by persons engaged in direct selling/network marketing. When discussing the program with other Planners or potential Planners, Planners may not make any projections, claims or estimates regarding such other Planners' potential or guaranteed income from the program, or disclose their own income from the program (including checks, copies of checks, bank statements, tax records or other such documents).

Any income claim, earnings representation, or lifestyle claim—whether direct or implied—must be accompanied by a clear and prominent disclosure of typical earnings (RIMAN's Income Disclosure Statement), as required by the FTC Business Opportunity Rule (16 CFR Part 437) and relevant state law.

Lifestyle claims (e.g., my RIMAN business allowed me to buy a house, retire from my other job, allowed my spouse to quit her or his job, or take a luxury vacation, etc.) are considered to be equivalent to income claims. Any such claim must be accompanied by the following disclosure, immediately adjacent to the claim, in clear and conspicuous language:

"These results are not typical. Most RIMAN Planners earn little or no income. For typical earnings, see the current RIMAN Income Disclosure Statement at [link]."

A direct link or reference to the most current RIMAN Income Disclosure Statement must be provided with any income or lifestyle claim.

Similarly, hypothetical income examples that are used to explain the operation of the Compensation Plan are also considered to be analogous to income claims. Hypothetical income examples must be based exclusively on data from the current RIMAN Income Disclosure Statement and include the statement: "This hypothetical example assumes average results from the current Income Disclosure Statement."

If a Planner does make a statement of what RIMAN has afforded them or provides hypothetical examples, the following conditions must be met:

- The information must be accurate and not misleading, where misleading can be considered anything not typical.
- The level of effort required to achieve the results described must be fully detailed.
- Claims of potential or guaranteed income may not be made.
- Actual earnings may not be disclosed.
- Hypothetical income examples must be based on typical earnings data and clearly indicated as such, with a reference to the RIMAN Income Disclosure Statement.

All income and lifestyle claims must be truthful, not misleading, and fully substantiated. Failure to comply with these requirements may result in disciplinary action, including suspension or termination of the Planner Agreement.

5e. No Representations Regarding Governmental Approval

Planners may not represent that the RIMAN Products or the RIMAN Compensation Plan have been approved or endorsed by any governmental or regulatory agency. In addition, Planners may not make any claims or representations regarding the RIMAN Products that constitute off-label drug claims. Notwithstanding the foregoing, Planners may represent that RIMAN Products meet all FDA and other safety guidelines and regulations.

5f. No Repackaging or Re-labeling

Planners may not re-label or alter the labels on any RIMAN products, RIMAN Marketing Materials or other information or materials related to the Program in any way, other than as authorized or directed by RIMAN. Planners may not remove, translate, or modify the contents of any label or literature on or accompanying the RIMAN products. Planners may, however, affix their address labels to the product packaging, but must affix the labels in a way that does not impair the ability to return such products and may not cover any other text on the label. Planners may not tamper with, deface, or otherwise alter any serial number, UPC code, bar or lot code, or other identifying information on RIMAN products of their packaging. Planners may not repackage or refill any RIMAN products (including the separation of bundled products or bundling of products). The RIMAN products must be sold in original company containers and packaging only. Repackaging or re-labeling may violate applicable laws, which could result in civil damages or criminal penalties. Civil liability may also result if a person using the RIMAN products suffers any type of injury or property damage due to the repackaging or re-labeling of the RIMAN Products.

5g. Performance Reports (Downline Activity)

RIMAN will make online performance reports available to Planners for the sole purpose of supporting communication and leadership with their own respective Downlines and the development of their own respective Planner Businesses. These performance reports will contain select sales performance data such as volume, for all Planners in their Downline. Planners agree to allow their performance information to be included in these reports provided to their Upline. Any and all performance reports and the information contained therein are the confidential information of RIMAN and must be treated as such pursuant to Section 5m. In particular, except as expressly permitted by Section 5m, Planners must not: Directly or indirectly disclose any information contained in any performance reports to any third party; use such information to compete with RIMAN or for any purpose other than supporting communication and leadership with their own respective Downlines and the development of their own respective Planner Business; encourage or solicit any customers or Planners listed in a performance report to alter their business relationship with RIMAN; and except as specifically authorized by RIMAN, directly or indirectly disclose their RIMAN Login and/or Password to anyone, including third party entities or companies that may provide services to Planners.

5h. Retail Sales Receipts

In the event product is re-sold directly between a Planner and a Customer, a Planner must provide her or his Customer an electronic copy of the retail sales receipt at the time of the sale. The retail sales receipt sets forth certain Customer protection rights afforded by federal law. A Planner is required to inform her or his Customer that they are entitled to cancel any purchase of twenty five dollars ($25 USD) or more within three (3) business days from the date of the sale, five (5) business days for Alaska residents who purchase ten dollars ($10 USD) or more, fifteen (15) business days for North Dakota residents aged 65 or older who purchase fifty dollars ($50 USD) or more and fifteen (15) days after enrollment for Montana Planners. RIMAN offers a thirty day return period, more than the aforementioned period. Planners must retain electronic copies of their retail sales receipts for a period of two (2) years and furnish them to RIMAN at the Company's request. RIMAN will maintain records documenting the purchases made by Customers through a Planner's My RIMAN Personal Website (MRW) or the RIMAN Website. Please refer to the RIMAN Order Form located in the Library on My RIMAN.

5i. Retail Establishments

Company products or services may only be displayed and sold in retail establishments where the business is to make appointments with individuals (such as salons, doctors' offices, and health clubs, spa where appointments are scheduled for personal training or classes). A Planner must conduct the sale of such products or services within these retail facilities and be preceded by a discussion where the Planner introduces the prospect to the products or services and opportunity, just as they would if they had met outside the retail facility. Company-produced literature, banners, or signage may only be displayed on a shelf, counter, or wall and must be displayed on their own. Products or services may not be sold from a shelf or taken from a display for purchase by an individual. Company products or services may not be sold in any retail establishment, even by appointment, if competitive products or services are also sold. A Planner seeking an exemption from this rule may contact the Company Member service department to seek specific written permission for a "retail" store distribution method. Occasionally, the Company may announce policies and rules that expand or restrict sales in retail establishments.

5j. Ethical Marketing

Planners shall safeguard and promote the good reputation of RIMAN Planners shall at all times conduct their Planner Businesses in a manner that reflects favorably on the RIMAN products and the good name, goodwill and reputation of RIMAN Planners shall not engage in deceptive, misleading or unethical conduct or practices that are or might be detrimental to RIMAN, the RIMAN products, or the public, including, without limitation, disparagement of RIMAN or the RIMAN products (as discussed in more detail below). Planners shall comply with all laws, rules, regulations and governmental requirements applicable to the operation of their Planner Businesses and performance under this Agreement, including the marketing, promotion and sale of the RIMAN Products.

In addition, Planners shall:

- Not publish or use any misleading or deceptive advertising material regarding the RIMAN products or program;
- Honor the Satisfaction Guarantee with respect to all RIMAN products;
- Not make any statements, representations, guarantees or warranties regarding the RIMAN products or programs that are inconsistent with those set forth in the Planner Agreement and RIMAN Marketing Materials (whether with regard to prices, quality, performance, standards, grades, contents, style or model, place of origin, availability or otherwise);

- Distribute the RIMAN products only as shipped by RIMAN, unopened, and with all documentation, packaging and other supplemental materials intact;
- Not alter or modify any RIMAN product or packaging, or take any action that affects or could affect the appearance, quality, content or performance of any RIMAN product, other than as authorized or directed by RIMAN

5k. Disparaging Remarks

RIMAN strives to provide the best products, compensation plan and service in the industry in support of the business for each and every Independent Planner. Accordingly, we value constructive comments and input from Planners. However, by becoming a Planner for RIMAN, and in exchange for the opportunity to sell RIMAN products and sponsor other Planners for RIMAN, Planner agrees not to disparage RIMAN, its products, compensation plan, officers/employees or other Planners in any regard.

Complaints or concerns regarding RIMAN or the RIMAN products should be directed to the Customer Support Department at cs@riman.com. Complaints or concerns regarding other Planners should be directed to the Compliance Department at compliance@riman.com. Disputes or disagreements between any Planner and RIMAN shall be resolved through the dispute resolution process set forth in Section 16i.

5l. Professional, Lawful and Ethical Conduct

Planners are expected to conduct themselves in a professional, lawful and ethical manner at all times and not to engage in any activity that could damage the Company's good reputation, unlawfully interfere with any other Planner's Planner Business or otherwise create legal liability for RIMAN or for others who participate in the Program. While it is not possible to provide a comprehensive list of behaviors that fall outside the level of professional, lawful and ethical conduct expected of Planners, Planners should recognize that the following forms of misconduct may, without limitation, result in a notice of non-compliance and/or, where appropriate, termination of the Planner Agreement:

- Sexual harassment;
- Any activity that advocates, promotes or incites hatred, violence or discrimination in any form
- Fraudulent, misleading or deceptive conduct;
- Verbal abuse;
- Racial, religious, gender or sexual orientation discrimination, intolerance or abuse;
- Unfair criticisms of, or accusations regarding, fellow Planners or RIMAN, made without a good faith belief in the truth of the matter stated; and
- Failure to cooperate with an investigation conducted by RIMAN, including not responding to emails or phone calls from the Compliance Department, and/or failure to provide information requested by RIMAN, including but not limited to a valid Social Security Number or Tax ID number.

5m. Reporting Policy Violations

Planners who become aware that another Planner has violated the Planner Agreement or believe that an employee or representative of RIMAN has engaged in conduct that violates the professional standards of Section 5k above may promptly notify the RIMAN Compliance Department. Details of the incident (such as dates, number of occurrences and persons involved) and any supporting documentation should be included in the report to the extent available. Please use the Planner Policy Violation or Grievance Report Form available in the Library on My RIMAN to report violations and submit the form to compliance@riman.com.

5n. Security

All Planners must adopt, implement and maintain appropriate administrative, technical and physical safeguards to protect against anticipated threats or hazards to the security of Confidential Information and Customer Data.

These safeguards must be appropriate to the sensitivity of the information. Appropriate safeguards for electronic and paper records may include but are not limited to: (1) Encrypting data before electronically transmitting it; (2) Storing records in a secure location; and (3) Password-protecting computer files and securely shredding paper files containing confidential information or Customer data after transferring information into the RIMAN data systems. Without limitation of the preceding sentence or the provisions of Policies and Procedures regarding confidential information, Planners must keep Customer data and other confidential information secure from all persons who do not have legitimate business needs to see or use such information. A Planner must ensure he or she obtains and maintains consent from prospective Customers and existing Customers before sharing such prospective Customers' and existing Customers' data with RIMAN. In the case of Customer data, such business needs must have been disclosed to the Customer and the Customer must have provided her or his informed consent to them. If Planners dispose of any paper or electronic record containing Customer data and other confidential information, Planners shall do so by taking all reasonable steps to destroy the information in a manner that preserves its security, such as by: (1) Shredding; (2) Permanently erasing and deleting; or (3) Otherwise modifying the Customer data and other Confidential Information in those records to make it unreadable and indecipherable through any means. Upon request, Planner will certify to RIMAN that all forms of the requested confidential information and Customer data have been destroyed and will describe any exceptions.

5o. Reporting Security Breaches

Planners must comply with all applicable privacy and data security laws, including any security breach notification laws. Without limitation of the preceding sentence, in the event of an actual or suspected security breach affecting any RIMAN data or Customer data, the applicable Planners shall first promptly notify the RIMAN Compliance Department in writing after becoming aware of such security breach, and if instructed by the RIMAN Legal or Compliance Department, notify the applicable Customers. Any such notification to Customers shall be made in compliance with the applicable law and shall specify the following: (1) The extent to which Customer data was or was suspected to be disclosed or compromised; (2) The circumstances of the security breach; (3) The date or period of time on which it occurred; (4) A description of the information affected; (5) A description of the steps taken to reduce the risk of harm from the security breach; (6) Contact information for a person able to answer questions regarding the security breach; (7) Any other information required by the applicable law; and (8) In the case of a notice to a privacy commissioner or other regulatory body, an assessment of the risk of harm to any affected persons and an estimate of the number of persons affected. Planners shall promptly comply with all applicable information security breach disclosure laws.

Planners, at their expense, shall cooperate with RIMAN, any applicable privacy commissioner or other regulatory body and the applicable Customers, and use their best efforts to mitigate any potential damage caused by a breach of their obligations under the Planner Agreement or any law applicable to Customer Data, including by sending notice to the affected individuals, applicable agencies and consumer reporting agencies, if such notification is required by law or by RIMAN in its sole discretion.

5p. Account Maintenance

Each Planner is solely responsible for maintaining her or his account with RIMAN and remitting all payments due (including unduly paid commissions) in a timely manner. Should a Planner's account go into collection, the Planner will be responsible for (and will indemnify and hold harmless RIMAN from and against) all costs and fees incurred by RIMAN in the collection of the amount due. The Planner agrees to allow RIMAN to deduct any amount due and any such costs and fees from the Planner's account and/or any incentives, Achievement Rewards or other amounts due to the Planner.

5q. Sales Tax

In order to remove the sales tax administrative burden on our Planners, RIMAN takes the "final retailer" position and effectively collects, files and remits the tax to the appropriate state and local taxing agency on behalf of each Planner. RIMAN collects sales tax based on the suggested retail price of RIMAN products which are generally regarded as items intended to be resold, unless otherwise exempt. Tax on products and services, which are generally not intended to be resold (i.e. Business Starter Packs, RIMAN business supplies, RIMAN materials, etc.), will be based on their purchase price. However, if any such items are resold by the Planner for a higher price, it shall be the Planner's responsibility to collect and remit sales tax to the appropriate state and local tax agency.

The rate of tax is based on the place of the sales transaction, which is generally considered the applicable "Ship To" address. If a Planner has submitted, and RIMAN has accepted, a current sales tax exemption certificate, RIMAN will return the sales tax on the Planner's direct purchase of RIMAN products and services, and it shall be the Planner's responsibility to collect and remit sales tax to the appropriate state and local tax agency. (See Registration of a Resale Certificate Form in the Library on My RIMAN for more details.)

5r. Confidential Information, Non-Solicitation, and other Business Restrictions

RIMAN's relationship with its Planners is a valuable asset to the Company. RIMAN provides extensive support to aid its Planners in achieving their goals, including access to RIMAN's sensitive, confidential and proprietary information and trade secrets. At the same time, RIMAN seeks to protect this information as well as its goodwill.

Therefore, RIMAN and Planner agree as follows:

A Planner shall not disclose confidential information to any third-party individual or party entity. All confidential information is the property of RIMAN and is not owned by RIMAN Planners. A Planner shall use the same degree of care to protect confidential information that she or he uses to protect her or his own sensitive and proprietary information.

Both during the term of her or his Planner Agreement and indefinitely thereafter, a Planner shall:

- Use confidential information only for the purposes of performing her or his obligations or exercising rights under her or his respective Planner Agreement; and
- Limit access to confidential information to only those persons who have a legitimate need to know such information in the performance of Planner's rights and obligations under her or his respective Planner Agreement. Each person who is given access to confidential information shall be bound by a confidentiality obligation at least equivalent to the confidentiality obligations of each Planner under her or his respective Planner Agreement. A Planner shall be responsible for the acts and omissions of her or his respective employees, contractors and agents with respect to such confidentiality obligations. Notwithstanding the foregoing, a Planner may disclose confidential information to the extent she or he is legally compelled to do so, provided, however, that prior to any such compelled disclosure, the Planner notifies RIMAN and fully cooperates with RIMAN in protecting against or limiting the disclosure of confidential information.

Planner agrees that she or he will receive significant benefits from RIMAN including the opportunity to participate in training on the RIMAN products and access to support systems and other benefits of the RIMAN network. In consideration for the benefit of RIMAN's investment in the development of its Planners, each Planner, to the fullest extent allowed by applicable law, agrees that the following restrictions apply to the Planner:

- To the fullest extent permitted by law, during the term of her or his Planner Agreement and for a period of one (1) year after the termination of her or his Planner Agreement, Planner will not, directly or indirectly, solicit or "cross recruit" any RIMAN Planner or any RIMAN employee for engagement as an employee, or as an independent Planner, contractor or distributor of any direct selling, network marketing, or social selling business, nor will Planner solicit any RIMAN employee to become a Planner of RIMAN during this period. For purposes of this paragraph, "Solicit" includes but is not limited to: (1) Communicating information or offering to provide information about another direct selling, network marketing, or social selling business opportunity to a RIMAN Planner or RIMAN employee; (2) Posting or messaging information about another direct selling, network marketing, or social selling business opportunity on any social media site (Facebook, Instagram, Twitter, etc.) utilized* by a Planner to promote her or his RIMAN business where "business" is inclusive of information shared about the products, services, and/or economic opportunity of RIMAN; and (3) Tagging any RIMAN Planner or RIMAN employee with a post on any social media site that provides information or offers to provide information about another direct selling or network marketing business opportunity.

**In reference to (2) above, deleting past RIMAN content from your social media page in order to circumvent this policy is not permitted.*

In furtherance of this provision, a Planner shall not take any action that may reasonably be foreseen to result in drawing an inquiry from other Planners relating to the Planner's other direct selling, network marketing, or social selling business opportunity. Violation of this provision shall constitute a violation of the Non-Solicitation Policy.

Violation of Section 5q may result in immediate termination of the violating Planner's Agreement.

- In exchange for being compensated, publicly recognized and otherwise promoted by the Company as a leader of RIMAN, during the term of her or his Planner Agreement, a Planner who has achieved the position of Director or above will not be eligible for certain rewards or incentives outside of the Compensation Plan, if that Planner also is promoting, marketing or selling the products, services or programs offered by any other direct selling business, regardless of whether the products, services or programs are related to skincare or whether they compete with RIMAN. Directors or above who promote, market or sell the products, services or programs offered by any other direct selling, network marketing, or social selling business may not be eligible for trips, training, programs, access to early product releases, global expansion, recognition, corporate- sponsored opportunities, and/or other similar remedial measures. The term direct selling business shall include but not be limited to network marketing, affiliate marketing, multi-level marketing, or as determined at RIMAN's sole discretion. This restriction shall only apply to Directors or above who have signed a separate agreement acknowledging and agreeing to these terms.
- Planners at all levels are obligated to notify RIMAN if they are enrolled as a Planner, Distributor, Affiliate, Ambassador, etc. for another Direct Selling company by sending an email to compliance@riman.com.
- During the term of her or his Planner Agreement, in order to avoid legal liability related to promotion of sales aids, a Planner may not sell training materials or sales aids including published books, eBooks, videos, or other sales aids including mobile applications to her or his Downline or other Planners.
- During the term of her or his Planner Agreement, a Planner will not use confidential information for mass solicitation of charitable contributions other than those related to the communication of company sponsored charitable programs. When partnering with a charitable organization in connection with a giveaway, donation, sale of or proceeds from the sale of RIMAN products, Planner must indicate in the communication that the solicitation of charitable contributions is not promoted or sponsored by RIMAN. Planners who sponsor or promote such charitable activities must make it clear that participation is voluntary and may not exert undue influence or pressure on others to participate.

A Planner warrants that to the best of Planner's knowledge there is no other existing contract or duty on Planner's part that conflicts with or is inconsistent with this Agreement. Planner agrees to indemnify and hold harmless the Company from any and all losses and liabilities incurred or suffered by the Company by reason of the alleged breach by the Planner of any services agreement between Planner and any third party.

The determination of whether an obligation is inconsistent or incompatible with a Planner's obligations under the Planner Agreement shall be made at the reasonable discretion of RIMAN.

Planners and the Company recognize that because network marketing is conducted through networks of independent contractors, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of the foregoing provisions would render them wholly ineffective. Therefore, Planners and RIMAN agree that the provisions of this Section shall apply to all 50 States in the US and countries where RIMAN has officially announced it is open for business.

A Planner further agrees that the provisions contained in this Section are reasonable and necessary to protect the legitimate interests of RIMAN and that the Planner's Application would be rendered invalid in the absence of the Planner's agreement to these provisions. A Planner agrees that the Planner's breach or threatened breach of such provisions would cause RIMAN irreparable harm and significant injury, the amount of which would be extremely difficult to estimate and ascertain, thus making any remedy at law or in damages inadequate. Each Planner therefore agrees that RIMAN shall be entitled, without the necessity of posting a bond or security, to the issuance of injunctive relief by any court or arbitrator of competent jurisdiction as provided in Section 16i, enjoining any breach or threatened breach of the above provisions and for any other relief such court deems appropriate. The rights granted to RIMAN in this Section are in addition to any other remedy available to RIMAN at law or in equity.

Nothing herein shall be construed to unlawfully restrict any person's right to engage in a lawful profession, trade, or business, as provided under California Business & Professions Code Section 16600.

5s. Defend Trade Secrets Act

Notwithstanding anything in these Policies and Procedures or the Planner Agreement, pursuant to the 2016 Defend Trade Secrets Act, 18 U.S.C. § 1833(b), a Planner will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret of RIMAN that (a) is made (1) In confidence to a Federal, State or local government official, either directly or indirectly, or to the Planner's attorney and (2) Solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If a Planner files a lawsuit for retaliation for reporting a suspected violation of law, she or he may disclose the trade secret to her or his attorney and use the trade secret information in the court proceeding, but only if the Planner (1) Files any document containing the trade secret under seal, and (2) Does not disclose the trade secret, except pursuant to court order. Nothing herein or in the Planner Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section. Further, subject to the foregoing, nothing in any agreement that a Planner has with RIMAN shall prohibit or restrict the Planner from making any voluntary disclosure of information or documents related to potential violations of law to any governmental agency or legislative body, or any self-regulatory organization without advance notice to RIMAN.

5t. Product Care, Customer Service, and Other Quality Controls

To the extent a Planner carries on-hand inventory of Products, Planners shall comply with all instructions provided by RIMAN regarding the storage, handling, shipping, disposal, or other aspect of RIMAN products, including instructions provided on product labels, and shall store products in a cool, dry place, away from direct sunlight. Planners may not dilute RIMAN products. Planners may not resell any RIMAN product that has been returned opened or repackaged or that is not otherwise "resaleable," as defined in section 9e.

Promptly upon receipt of the RIMAN products, Planner shall inspect the products and their packaging for damage, defect, broken seals, evidence of tampering, or other nonconformance (a "Defect"). If any Defect is identified, Planner shall not offer the product for sale and shall promptly report the Defect to RIMAN at cs@riman.com.

Planners shall inspect inventory regularly for expired or soon-to-be expired products and not sell any RIMAN products within 90 days of their expiration date. Planners shall destroy or dispose of expired or soon-to-be expired products in accordance with instructions provided by RIMAN and applicable law.

Planners shall be familiar with the special features of all RIMAN products marketed for sale and obtain sufficient product knowledge to advise Customers on the selection and proper use of the products, as well as any applicable guarantee or return policy. Planners shall be available to respond to Customer questions and concerns both before and after sale of the RIMAN products and shall respond to Customer inquiries promptly.

Planners shall cooperate with RIMAN with respect to any product tracking systems that may be implemented from time to time and with respect to any product recall or other consumer safety information dissemination efforts.

Planners shall implement commercially reasonable loss prevention and anti-diversion measures and notify RIMAN in the event of a theft or other loss of a material quantity of products.

Planners shall report to RIMAN any Customer complaint or adverse claim regarding RIMAN products and shall assist RIMAN in investigating any such complaints or adverse claims. Planners shall also cooperate with RIMAN in the investigation and resolution of any quality or customer service issues related to the sale of the products, including disclosing information regarding product sources, shipment, and handling.

SECTION 6: SPONSORING AND TRAINING

6a. Sponsoring Other Planners

Planners may sponsor other persons to become Planners in any jurisdiction where RIMAN is authorized to do business. However, Planners earn incentives and Achievement Rewards in the program only based on the sale of the RIMAN products, not from sponsoring other Planners. The most current version of the Planner Agreement can always be found on www.riman.com and in the RIMAN Business Office.

Once the potential Planners have read and understood the Planner Agreement, Terms and Conditions, and Policies and Procedures, they may complete the Planner Application with the Sponsors' full name and Identification Number. Sponsors of Georgia residents must additionally, upon request, provide certain disclosures regarding RIMAN prior to submitting the Planner Application.

6b. Responsibilities of Sponsors

Sponsors must always present the RIMAN products and program to others in a manner that complies with the Planner Agreement, including the requirements of Section 5 of these Policies and Procedures regarding business ethics and practices. In order to comply with various legal requirements, Sponsors must:

- Provide prospective Planners with a copy of, or access to, the current Policies and Procedures (located on www.riman.com) prior to submission of a new Planner Application.
- Ensure that prospective Planners complete and submit the Planner Application themselves. If extraordinary circumstances prevent a prospective Planner from submitting the online Planner Application, the sponsoring Planner may do so for the prospective Planner so long as the prospective Planner completes and signs a hard copy of the Planner Application in advance, is provided access to the Policies and Procedures and has the opportunity to review the Planner Application Terms and Conditions before enrolling, and in which case the signed Planner Application must be sent to the Sales Support Department: RIMAN, 108 Pacifica Suite 200, Irvine CA 92816.
- Additionally, the Sponsor must advise the new Planner to change her or his password as soon as possible and explain to the prospective Planners that the only requirement to become a Planner is an enrollment fee of twenty dollars ($20 USD).
- Educate Downline Planners about, and answer questions regarding, the Policies and Procedures and direct them to the Compliance Department for additional assistance. RIMAN Planners must continuously provide support and training to their personal downline members.
- Ensure Customers complete the enrollment process themselves so that the prospective Customer reviews and accepts any Customer Benefits Terms and Conditions that may apply. If extraordinary circumstances prevent a prospective Customer from enrolling online, the Sponsor may do so for the prospective Customer so long as the Planner reviews the Customer Benefits Terms and Conditions with the Customer, including the fact that the customer is signing up for a flexible auto ship program, and the Sponsor must provide the new Customer with a copy of the Customer Benefits Terms and Conditions.

Copies of the Customer Benefits Terms & Conditions can be found on www.riman.com and in the RIMAN Business Office.

Sponsors are not required to maintain any inventory of Products or business supplies for new Planners.

6c. Applicant Rights and Responsibilities

It is a new Planner's responsibility to understand her or his rights and obligations as incorporated into the Planner Agreement. Part of this responsibility includes performing due diligence to understand the Program and choose a Sponsor. For reasons of sponsoring ethics, RIMAN strongly encourages any new Planner to enroll in the Program under the Sponsor who introduced such Applicant to the Program. Every Planner, however, ultimately has the right to choose who her or his Sponsor will be. As such, if an individual asks to be registered under another Sponsor prior to submitting the Planner Application, RIMAN reserves the right to honor such request. Notwithstanding the foregoing, if a Customer desires to become a Planner, she or he must either: (1) Apply as a Planner under the Planner with whom she or he originally enrolled as a Customer; or (2) Close her or his account and wait a total of one hundred eighty (180) days before enrolling as a Planner with a different Sponsor. For additional information regarding Customers, see the Customer Benefits Terms and Conditions located in the RIMAN Business Office.

If two Planners both claim to be the Sponsor of an Applicant, RIMAN shall regard the first Planner Application received by RIMAN as the controlling Planner Application and shall designate the Planner listed as “the first Sponsor” on such Planner Application as the Applicant’s Sponsor.

Resolving disputes between Planners regarding claims of Sponsorship of another Planner is extremely difficult, particularly when a Downline organization is implicated. RIMAN reserves the sole and exclusive right to determine the final disposition of such disputes. Therefore, Planner assumes the risk that multiple Planners may claim sponsorship of a downline organization and that RIMAN may resolve such dispute in its sole discretion in favor of another Planner. Planner understands and agrees that to the extent permitted by law neither RIMAN nor its officers, members, directors, owners, employees or agents shall be held responsible for any damages that relate to or arise from the Company’s decision regarding the disposition of any downline organization that is implicated in a dispute between Planners regarding claims of sponsorship, and Planner waives any and all claims with respect thereto.

6d. Line Switching

Each Planner may only have one Sponsor, and no Planner shall sponsor or attempt to sponsor any person or Business Entity that has already submitted a Planner Applicant or Business Entity Registration Form, as applicable, to RIMAN or that has had a Planner Agreement terminated within the preceding one hundred eighty (180) days (or any Business Entity that is controlled by such a person or Business Entity). This practice, known as “Line Switching,” is strictly prohibited, as is any attempt to circumvent the prohibition online Switching through the use of pseudonyms or assumed names, a spouse’s or relative’s name, trade names, DBAs or Business Entities. A Planner is not permitted to encourage, offer or assist any other Planner to change Sponsors or Uplines.

6d. (1) Cross Sponsoring “Enticing” Prohibition

“Cross sponsoring” also known as “enticing” is defined as the enrollment of an individual or Business entity into a different line of sponsorship who has already enrolled with RIMAN as a Planner or Customer. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by the Company, sanctions up to and including termination of a RIMAN Planners business may be imposed.

The use of a Spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this policy is strictly prohibited.

This policy does not prohibit the transfer of an RIMAN business in accordance with the Sale or Transfer policy set forth in section 12.

Under no circumstance shall any Planner offer (entice) or provide any financial or other consideration or incentive to another Planner in exchange for such other Planner’s agreement to terminate her or his existing Planner Agreement and re-apply under another Sponsor. Once a Planner is sponsored, RIMAN requires that the relationship between the Planner and her or his Sponsor be maintained and protected.

6d. (2) Changing Sponsorship

A Planner wishing to change Sponsors may do so only if she or he: (1) Terminates her or his applicable Planner Agreement by written notice to RIMAN as provided herein; (2) Does not participate in the Program in any capacity for one hundred eighty (180) consecutive days after the effective date of such termination; and (3) Re-applies to become a new Planner after the one hundred eighty (180) days period and is reaccepted by RIMAN in accordance with Section 3.

6d. (3) Re-enrollment with Same Sponsor

In the case that a Planner has voluntarily terminated her or his Planner Agreement and chooses to re-enroll as a RIMAN Planner within one hundred eighty (180) days of such voluntary termination, such Planner's Sponsor, upon re- enrollment, shall be her or his original Enrollment Sponsor, if such person is still a RIMAN Planner. In the case that the re-enrolling Planner's original Sponsor is not a RIMAN Planner at the time of re-enrollment, then the Sponsor of the re-enrolling Planner's Sponsor shall be their new Sponsor at the time of re-enrollment. The same rules apply for a Planner who is involuntarily terminated and is later approved by RIMAN to re-enroll.

In cases wherein a Planner enrollment has occurred due to mistake, inadvertence or error, the new Planner must notify the Sales Support Department within seven (7) Business Days of the enrollment to request a correction of the original enrollment Sponsor.

6d. (4) Upgrading from Customer to Planner with a New Sponsor

If a Customer wishes to become a Planner under a new Sponsor, they must terminate the Customer account and wait ninety (90) days to enroll as a Planner under the new Sponsor. However, if both the current and proposed new Sponsor, as well as the Customer, all sign an agreement (which can be obtained by emailing compliance@riman.com) the wait time may be waived.

6d. (5) Downgrading from Planner to Customer with a New Sponsor

If a Planner wishes to end their Planner Agreement and enroll as a Customer under a different Sponsor, she or he must terminate the Planner account and wait ninety (90) days, unless there is written agreement (which can be obtained by emailing compliance@riman.com) between the current and proposed new Sponsor, as well as the Planner, in which case the wait time to enroll as a Customer may be waived. The Planner Agreement will be terminated, and the account will be closed. The Customer who was previously a Planner under a different Sponsor must wait an additional ninety (90) days from their enrollment date to re-enroll as a Planner under the new Sponsor unless six (6) months have passed from the termination date of the Planner Agreement.

SECTION 7: ORDERING PROCEDURES

7a. General

To protect the Company's brand integrity and intellectual property, and to help ensure compliance with legal requirements regarding disclosures and claims, except as provided in Section 10e, Planners must purchase all RIMAN products, RIMAN Marketing materials (including business cards) and business supplies from RIMAN. All orders are subject to acceptance by RIMAN. Orders for RIMAN products may be placed via the RIMAN website or through a RIMAN Replicated Site.

7b. Customer Order Deadlines

All orders are credited to a Planner's account for the incentive period in which the order was placed. In order for a Planner to be credited for an order in a particular month, the payment must be processed by 11:59pm PST on the last day of the month. For all orders processed via the RIMAN website, a RIMAN Replicated Site or other ways, the cut-off for receipt of orders to be included in incentive and performance incentive calculations for any given month is 11:59pm PST on the last day of that month. RIMAN shall not be liable for incorrect, incomplete, lost or incorrectly mailed orders.

7c. Placing Orders Under Another Identification Number

Planners must place all orders using their own Identification Number and credit card. Placement of an order by a Planner using another Planner's Identification Number or using another individual's, customer's, or Planner's credit card is strictly prohibited.

7d. Forms of Payment

In order to simplify the payment process, facilitate the shipment of orders and maintain accurate Planner account records, RIMAN requires payment using a major credit or debit card.

7e. Shipping Charges

Shipping charges will be automatically calculated based on the final delivery address and applied to the total of the order.

7f. Chargebacks

When a bank forcibly reverses a credit card transaction, returning funds to the cardholder, it is known as a chargeback. Chargebacks are usually issued when fraudulent purchases have been made on a person's credit card.

When RIMAN receives a chargeback notice, the account in which the product was purchased is immediately blocked, and all related services in the account are deactivated. In the interest of caution, RIMAN considers chargebacks to be the result of fraud and suspends all accounts for thirty (30) days or until the issue is addressed. RIMAN reserves the right to charge fifty dollars ($50) to reinstate an account that has been inactivated due to a chargeback notification. RIMAN will attempt to resolve the matter with the account owner and communicate via email, phone etc. If the issue remains unresolved for a term of thirty (30) days, RIMAN reserves the right to terminate the position.

SECTION 8: SHIPMENTS

8a. General

After RIMAN has accepted and processed an order, it will make reasonable efforts to ship the order to the address specified in the order using a carrier chosen by RIMAN The risks of loss or damage will pass to the customer or ordering Planner upon the carrier's confirmation of delivery to the specified address. Orders are shipped on business days only, excluding Federal Holidays. Planners and their Customers should allow up to two (2) business days for order processing and an additional five to seven (5-7) business days for delivery within the continental U.S (For information on shipping to Alaska, Hawaii, Puerto Rico, or Guam, see section 8c.), and up to fourteen (14) business days for delivery within Canada. In some instances, additional business days may be necessary to complete delivery due to carrier handling and routing, which is outside of RIMAN's control. RIMAN will make reasonable efforts to fill

Planners' and Customers' orders but will not be liable for any delay in delivery due to carrier error or for orders where proof of delivery has otherwise been provided to RIMAN by said carrier. RIMAN reserves the right to cancel any order where the address has been changed after the order is placed. Any orders which are deemed undeliverable by the carrier within or up to thirty (30) days of the date of order placement will be automatically canceled and refunded. See section 8e for more details on this process.

8b. Special Handling

Some RIMAN products require special handling as specified by federal, state and local regulations governing the shipping of these items. The method of shipment for these items is dictated by these regulations. RIMAN complies with these regulations and therefore the shipment of some products to certain locations may not be possible. Please contact the Sales Support Department for additional shipping information.

8c. Shipments to Alaska, Hawaii, Puerto Rico or Guam

Most RIMAN Products can be shipped to Alaska, Hawaii, Puerto Rico, or Guam, but some restrictions apply, and additional shipping charges may apply.

8d. Order Tracking

Once an order has been placed, a tracking number will be provided via a shipment confirmation email, generally within five (5) business days. A Planner or Customer may contact the Customer Service at CS@RIMAN.com if such an email is not received for order tracking information. Once an order has been shipped, the tracking information will be made available via My RIMAN and via the Order History page on the RIMAN website.

8e. Non-Deliverable Orders

In some cases, an order may be returned to RIMAN if the carrier is unable to deliver it to the specified shipping address.

This may happen because:

- The Planner or Customer did not accept the order when it was delivered by the carrier.
- The Planner or Customer was unavailable to accept delivery to an address or in an area that dictates signature-required for delivery; or
- The Planner or Customer provided invalid or incorrect shipping information.

When this occurs, RIMAN will refund the order, less the cost of shipping, a ten percent (10%) restocking fee, and neither the Planner nor the Planner's Upline will receive any credit for the order. If the order has already been credited to the Planner's Sales Volume, the credit (and any associated awards, incentives or Achievement Rewards) will be reversed/canceled.

8f. Canceled Orders

RIMAN will do its best to accommodate the cancellation request made on the same day the order was placed. RIMAN will honor cancellation requests made within two (2) hours of the original order. RIMAN will use reasonable efforts to refund an order placed in error. In the event an order cannot be canceled, a Planner must follow the procedure applicable to Returns under the Customer Satisfaction Guarantee as described in Section 9. Replacements or refunds for such orders are also handled in the same manner as described in Section 9.

8g. Missing Items

When an item is missing from an order, the Planner or Customer is requested to review her or his order details online and contact the Sales Support Department within seventy-two (72) hours of the delivery date. If RIMAN determines that the item was not shipped with the original order, it will use reasonable efforts to ship the missing item to the address specified by the Planner or Customer at no charge within three to five (3-5 business days. Out-of-stock items may require a longer period. For additional information regarding out-of-stock items, refer to Section 8h.

8h. Out-of-Stock Items

RIMAN's inventory control procedures are intended to ensure that shortages of RIMAN products rarely occur. However, should an item not be available, Planners will have the option of waiting for the backordered item to be restocked or canceling the order. RIMAN makes every effort to ensure that Planners receive the associated volume for an out-of-stock item when processing backorders. Planners who opt to cancel an order will be issued a prompt refund and will not receive the Sales Volume associated with the order. In the event an item(s) cannot be fulfilled, RIMAN reserves the right to cancel and refund those item(s), or send the product at a later date if and when it is back in stock.

If RIMAN determines the item won't be available for the foreseeable future, RIMAN will offer them a replacement product at equal or higher value.

8i. Discontinued Items

RIMAN may at any time discontinue the manufacture and/or sale of any RIMAN products, or make any changes in their respective prices, quality, performance, standards, grades, contents, place of origin or otherwise, in its sole discretion. RIMAN will have no liability to any Planner or Customer based on any such discontinuation or change. When an item is discontinued, orders will not be accepted for such items. RIMAN will use reasonable efforts to notify Planners of the date of discontinuance.

SECTION 9: RETURN PROCEDURES

9a. General

All Customers who wish to return RIMAN products to RIMAN for any reason must complete the Return Form found on riman.com. Only items for which a refund is available per the Return Policies outlined below should be returned to RIMAN Items returned for which no refund is available will be discarded, and no refund will be issued.

9b. Planner Returns of Defective or Damaged Products

For any items that were defective at the time that RIMAN. delivered them to the carrier, RIMAN will, at the option of the Planner: (1) replace and ship replacements for the defective items to the Planner at no additional charge if replacements are available or (2) refund the amount paid for the items by crediting 100% of the purchase price, sales tax, and shipping charges to the credit/debit card used to make the purchase. RIMAN reserves the right to arrange a pick-up for defective product(s) or for those RIMAN wishes to examine at no charge to the Planner, at its discretion. The determination of whether the items were defective at the time of shipment shall be made by RIMAN in its sole discretion.

9c. Planner Returns Under the Planner Satisfaction Guarantee

Within a Planner's first sixty (60) days, returns for items that were purchased individually (not within a kit or promotional bundle) must be processed 60 days from the date of order for a refund of the amount paid for the product, minus a ten percent (10%) restocking fee and shipping charges.

The Planner shall be responsible for return shipping costs. Shipping charges may be refunded upon review of return reason, but this is not guaranteed. Refunds will be returned to the credit/debit card used for purchase.

After their first sixty (60) days in the business, Planners may only return opened product(s) that were purchased individually (not within a kit or promotional bundle)* and with which they are not completely satisfied if it is the first time they have purchased the product(s). If they meet this requirement, they may return the product(s) within thirty (30) days from the date of order for a refund of one hundred percent (100%) of the purchase price, sales tax, and shipping charges. RIMAN will cover the return shipping costs. Refunds will be returned to the credit/debit card used for purchase.

9c. (1) All Other Returns

After their first sixty (60) days in business, returns for items purchased that were purchased individually (not within a kit or promotional bundle)* that the Planner has previously purchased before, the product(s) must be unopened and resaleable, as defined below, and the return must be processed sixty (60) days from the date of the order for a refund of the amount paid for the product, minus a ten percent (10%) restocking fee and shipping charges. The Planner shall be responsible for return shipping costs. Shipping charges may be refunded upon review of return reason, but this is not guaranteed. Refunds will be returned to the credit/debit card used for purchase.

Planners who are terminating their RIMAN business may return product(s) they purchased (not within a kit or promotional bundle)* up to one hundred and eighty (180) days from date of purchase as long as the product(s) are unopened and are resalable, as defined below. Upon RIMAN.'s receipt of the returned products(s), the Company will refund the original purchase price minus a ten percent (10%) restocking fee and shipping charges. The Terminating Planner shall be responsible for return shipping charges. Refunds will be returned to the credit/debit card used for purchase.

Planners who voluntarily terminate must submit a properly completed and signed Termination Notice Form to the Customer Service Department which will be effective when received and processed by RIMAN (Please allow seven to ten (7-10) business days for processing once the termination request has been received.)

Planners residing in Maryland, Wyoming and Massachusetts may exceed the one (1) year return period, so long as the above-mentioned criteria is met.

9d. Returns Under the Customer Satisfaction Guarantee

If for any reason a Customer is not completely satisfied with any RIMAN product(s) she or he purchased individually (not in a kit or promotional bundle) from the RIMAN website or from a Planner, the Planner may return the product(s) within thirty (30) days from the date of order for a refund of one hundred percent (100%) of the purchase price, sales tax, and shipping charges. Refunds will be returned to the credit/debit card used for purchase (if product was purchased from the RIMAN

Website). Please note that because RIMAN is unable to control the quality of the Company's products sold by unauthorized sellers, unless otherwise prohibited by law, the Thirty (30) Day Satisfaction Guarantee is not available for products purchased from unauthorized sellers. For the complete 30-Day Satisfaction Guarantee terms, please visit riman.com.

9e. Resalable Items
RIMAN products are "resalable" only if they meet all of the following requirements:

- The items are unopened and unused.
- The packaging and labeling are current and have not been altered or damaged.
- The item must have an expiration date at least one year from the date of return.
- The items and their packaging are in such condition that it is commercially reasonable to sell the items at full price.
- The items, at the time of purchase, were not identified as non-refundable, discontinued, expired or seasonal items.

SECTION 10: ADVERTISING AND USE OF RIMAN TRADEMARKS AND OTHER RIMAN CONTENT

10a. General
The RIMAN Trademarks and RIMAN Content represent RIMAN's quality, integrity and service, and are valuable business assets that support a successful RIMAN Independent Planner Business. The RIMAN Trademarks, when properly used, lend strength, professionalism, and credibility to Planner's Business. Accordingly, RIMAN and Planners have a mutual interest in protecting the integrity of the RIMAN Trademarks. For this reason, Planners must use the RIMAN Trademarks and RIMAN Content only as permitted by Section 10. Any RIMAN Content or RIMAN Trademark visible to the public must be approved by RIMAN and made available by the Company.

10b. Trademark Ownership
RIMAN is the sole and exclusive owner of all rights, title and interest in the RIMAN Trademarks and RIMAN Content, including all related intellectual property (products and technology) and proprietary rights, subject only to the specific licenses granted to Planners in Section 10. Except as expressly set forth in this Section, Planners shall not acquire or claim any rights in any RIMAN Trademarks or RIMAN Content. No Planner's use of any RIMAN Trademark or RIMAN Content shall give the Planner any right, title or interest in or to the RIMAN Trademark or RIMAN Content and all such use and associated goodwill is solely to the benefit of RIMAN.

10c. License
Subject to full compliance with the terms and conditions of the Planner Agreement, this Section 10 and any guidelines that may be provided by RIMAN from time to time, RIMAN grants each Planner a limited non-transferable, non-exclusive, revocable right during the term of the Planner Agreement to use the RIMAN Trademarks solely to promote, market, and sell the RIMAN products (as outlined in Section 10d) and to indicate that the Planner is an authorized RIMAN Independent Planner.

Planner's use of the RIMAN Trademarks and RIMAN Content must be commercially reasonable as to size, placement, and other manners of use. RIMAN reserves the right to review and approve, in its sole discretion, Planner's use or intended use of the RIMAN Trademarks and RIMAN Content at any time, without limitation.

10d. Restrictions

To ensure that the intellectual property of RIMAN is legally protected, Planners are not permitted to: (1) Use any trademark or service mark confusingly similar to any RIMAN Trademark or RIMAN Content; (2) Combine any RIMAN Trademark or RIMAN Content with any other brand's tagline, trademark, image, logo or other intellectual property; (3) Remove any RIMAN Trademark or RIMAN Content from the RIMAN Products, RIMAN Marketing Materials or RIMAN business supplies; (4) Modify any RIMAN Trademark or RIMAN Content; (5) Use or register any domain name, social media screen, username, or mobile application name that includes any RIMAN Trademark, RIMAN Content, RIMAN product name or any misspelling or confusingly similar variation thereto; (6) Use any RIMAN Trademark or RIMAN Content in connection with any products other than the original RIMAN products; (7) Use any RIMAN Trademark or RIMAN Content in connection with any other services, businesses or opportunities other than a Planner Business; (8) Register or attempt to register any RIMAN Trademark or confusingly similar trademarks in any class of products or services anywhere in the world; (9) Use any trade name or business name in connection with a Planner Business that includes any RIMAN Trademark or RIMAN Content.

10e. RIMAN Marketing Materials and Business Supplies

The RIMAN products and business model are subject to significant regulation, including by the Food & Drug Administration (FDA) and the Federal Trade Commission (FTC). To help address the highly regulated nature of the Company's products and business model, RIMAN has arranged for approved RIMAN Marketing Materials and business supplies to be available to Planners for use in promoting the RIMAN products and the program. Sections 5c and 5d explain what claims can be made about RIMAN products and business model. Each Planner is nonetheless responsible for legal compliance for any advertising and promotion she or he undertakes to promote RIMAN products. These materials are available through the Planner Only category of the RIMAN Website, and The DRIVE in the RIMAN Business Office. If Planners have particular needs for RIMAN Marketing Materials or business supplies that are not available through the Company, Planners may submit suggestions to the RIMAN Marketing Department at cs@riman.com. RIMAN, however, is under no obligation to provide specially- requested RIMAN Marketing Materials or business supplies. RIMAN's specific policies regarding Planner-created Marketing Materials are as follows:

10e. (1) Trademark Merchandise

Planners who wish to use items with the RIMAN Trademarks, including the RIMAN logos, may purchase merchandise approved by RIMAN through the Planner Only category of the RIMAN Website, and a RIMAN Replicated Site. Planners are not permitted to add RIMAN Trademarks to any items or merchandise.

Branding Planner team logos with RIMAN Trademarks, including the RIMAN logos, are not permitted.

10e. (2) Branded Assets

Planners may use the Marketing Materials, including socially shareable assets, images, videos, brochures, flyers and invitations, that RIMAN makes available on a variety of virtual sites, including but not limited to the Communications Corner, the Library on My RIMAN, and any RIMAN event websites. Because RIMAN and its Independent Planners must comply with direct selling and product-related regulations and intellectual property laws, all which also serve to protect the RIMAN brand and respect the intellectual property rights of third parties, Planners may not create their own flyers or invitations to advertise or promote the RIMAN products or the Program.

10e. (3) Videos

Planners may use RIMAN corporate videos to advertise or promote the RIMAN Products and the Program. Corporate videos must be re-posted in their entirety and may not be modified in any way. It is the Planners' responsibility to ensure the Planner is using the most current version of RIMAN videos.

In some cases, Planners are allowed to create and share their own videos as long as the following rules are followed:

Personal Videos on Public Forums

In general, Planners may post videos on public forums discussing specific, approved products, but must follow the rules outlined below:

- ONLY approved products can be featured. For approved product materials, please see The DRIVE in the RIMAN Business Office".
- No representation of income may be discussed.
- Planners must identify themselves as a RIMAN Independent Planner.
- Planners may not share videos of others without first obtaining their express, written consent.
- No videos featuring anyone under the age of eighteen (18) may be shown without express, written parental consent.
- All claims must be compliant.
- The following disclaimer must be used in its entirety: "Always read the label. Use as directed. Results may vary."
- If required, always tag videos with appropriate hashtags.

Personal Videos on Private Forums

Planners may create personal videos that use RIMAN Trademarks or RIMAN Content solely for the purposes of training active Planners. The intended audience of these videos must be active Planners, not consumers or the public at large. They may only be shared on private forums such as on social media accounts with appropriate privacy settings. These videos must be in compliance with these Policies and Procedures and must contain the following disclaimer:

"This video is not sponsored or endorsed by RIMAN ("RIMAN"). The information and views in it are provided by a RIMAN Independent Planner to be viewed by RIMAN Independent Planners only. It may not be shared with the public."

1. **Team Training Videos Mentioning Income and Lifestyles**

   Any video that discusses or mentions the RIMAN Program and/or explicitly or implicitly makes an income or lifestyle claim must include this additional disclaimer:

   "This is my unique story. Actual earnings vary significantly; no income is guaranteed."

2. Product Team Training Videos

Any video that discusses or mentions RIMAN products must include this additional disclaimer:

"Do not use the information provided as a substitute for medical advice. Results vary and depend on multiple factors, including age, gender, skin type and condition, other products used, health history, climate, lifestyle and diet. RIMAN makes no guarantee as to the results that you may experience."

The disclaimers required in this section must be provided in their entirety in the video, either verbally or displayed in writing for a reasonable period to enable the viewer to review the information. It is the responsibility of the Planner to ensure any of the material she or he is recording is compliant with these Policies and Procedures, as well as any Federal, State or local laws.

If Planners use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any personal video, it is solely their responsibility to ensure that they have received the proper license to use such intellectual property and to pay the appropriate license fee. Planner warrants that she or he either owns all the content in the video or is authorized to use any materials that do not belong to her or him, including music that requires licensing. If any demands or legal claims are made against RIMAN or its officers or employees as a result of a Planner's personal video, she or he promises to defend and indemnify RIMAN and be responsible and assume financial liability for responding to those claims or demands.

No other videos are approved for Planner use and, as such, Planners may not create videos that combine personal material with the RIMAN Trademarks or RIMAN Content except as provided above. Finally, the videography of guest speakers at RIMAN corporate events may be prohibited, and Planners must comply with any specific instructions in that regard. For details on video streaming of events, see subsection below entitled "Video Streaming."

10e. (4) Video Streaming

Facebook Live and other streaming services are methods Planners may use to share information about RIMAN live with their team or prospective Customers and Planners. Planners may share content such as their own personal "why," and information on RIMAN products or the Program. During a live event, Planners must include the same disclaimers as required in a video. While this content is streaming live, it is not otherwise subject to the Video Policy, as discussed above. This means Planners may host live streamed events on public forums. Once the content is saved, however, it is considered a video and is subject to the Video Policy.

Live video streaming at events sponsored by RIMAN is subject to restriction and Planners must obtain permission before live streaming those events. This subsection only pertains to Planner-led events.

10e. (5) Audio and Video Recordings

Training calls and business presentations may be recorded by RIMAN. If initiated by RIMAN, RIMAN will ensure that participants are informed at the beginning of the call that it is being recorded. For any call initiated by Planners, it is the Planner's responsibility to ensure that participants are informed at the start of the call that it is being recorded. It is likewise the responsibility of Planners that they ensure that any of the material they are recording is compliant and abides by these Policies and Procedures, as well as any federal, state or local laws and must not be made public or shared publicly.

10e. (6) Business Presentations

Planners may use the Business Presentation materials that RIMAN has made available through The DRIVE in the RIMAN Business Office to promote the RIMAN products and the Program. Corporate business presentations must be re-posted in their entirety and may not be modified in any way. It is the Planners' responsibility to ensure that they are using the most current version of RIMAN's business presentations; no other business presentations are approved for Planner use.

10e. (7) Training Tools

RIMAN makes optional training tools available through The DRIVE in the RIMAN Business Office to advertise or promote the RIMAN products and the Program such as the Getting Started Site or other RIMAN provided tools. Training tools that are not compliant with these Policies and Procedures may be subject to compliance action.

10e. (8) Third-Party Training

Planners are responsible for the content of any third-party training session that they sponsor for their Downline teams. Any such presentation must be compliant with all aspects of the Policies and Procedures. RIMAN reserves the right to attend such third-party training events to ensure they are compliant and meet the requirements of the Policies and Procedures. Planners should be warned that there are various third-party trainers who purport to specialize in various direct selling matters and have been known to provide non-compliant content. RIMAN does not maintain a list of third-party trainers.

10e. (9) Websites Created by Planners

Planners who are given approval to create their own website must adhere to the following requirements:

- Domains may not contain RIMAN, Incellderm, or any other company protected names which include products.
- Websites must clearly state the following: INDEPENDENT RIMAN PLANNER WEBSITE THIS IS NOT THE RIMAN CORPORATE website. The RIMAN corporate website is RIMAN.com. This site is owned and operated by an Independent RIMAN Planner. All sales and enrollments will be under the site owner.
- Planners agree to refrain from offering any packages or promotions offered at RIMAN Corporate events.
- Planners agree to list products for retail price ONLY.
- Planners may not offer reimbursement for Enrollment Fees.
- Planners may not offer free shipping.
- Planners agree to only use images found in The Drive.
- Planners may not offer free gifts with purchase.

10f. General Advertising Policies

Planners must ensure that they only engage in advertising and marketing activities directed to Customers, potential Customers or potential Planners that comply with all applicable federal and state laws, rules and regulations, as well as any applicable platform terms, rules or guidelines. This includes, without limitation, compliance with all FTC guides, including the FTC's Endorsement Guides and FAQs, privacy laws, and laws, rules and regulations concerning email, SMS/text and phone calls. Planners should consult their own legal counsel for any questions about their compliance obligations.

10g. Mass Media Advertising

As a matter of fairness to all RIMAN Planners, Planners are not permitted to advertise the RIMAN products or the Program on television, radio, billboards, national print, online channels, social media, or third-party online marketplaces, through mass mailings or through channels otherwise deemed inappropriate by RIMAN Subject to the other requirements of this Section. Planners are permitted to advertise in their local newspaper, local mailings, and outreach within a fifty (50) mile radius of the Planner's home zip code, community newsletters, local opportunities, local business directories, and through their local Chamber of Commerce.

Planners may not advertise under the "help wanted" section of any newspaper or other directory, nor may any advertisement state or imply that the Planner is seeking to employ or hire an individual for the company or that the Planner is an agent or recruiter for the Company. If an advertisement is placed in a newspaper or other directory, the advertisement must clearly indicate that the opportunity being presented is that of an independent contractor as an Independent Planner for RIMAN.

10h. Selling Via Third-Party Internet Sites

Planners may sell the RIMAN products through their RIMAN Replicated Site or MyShop Link and may also direct Customers to purchase the RIMAN products through the RIMAN Website. Sales of the RIMAN products or RIMAN Branded Assets, through any other website, including but not limited to third-party internet sites such as eBay, Amazon, Walmart Marketplace, Craigslist, VarageSale, Facebook Marketplace, and/or Poshmark, are strictly prohibited. This rule is required for many reasons, including consumer protection, compliance with laws regarding the RIMAN products, and to protect RIMAN Independent Planners from losing potential enrollments of Customers and Planners who may be reluctant to engage via the RIMAN Program because they view the third-party internet sites as a competitive source of supply. Violation of this section may subject Planners to immediate termination. Planners who wish to sell products through any website that is not their RIMAN Replicated Website, may do so only with prior written approval. For consideration, please send all details to Compliance@riman.com.

10h. (1) Google Ads, Adwords & SEO

Planners may not use paid search engine marketing (such as Google AdWords) to advertise their RIMAN Replicated Site. To avoid brand confusion and to protect brand reputation, and in fairness to all, Planners are not permitted to purchase sponsored RIMAN related advertisements on other websites or social media. This policy is to ensure fairness across the RIMAN sales organization so as to allow consumers a clear understanding of who they choose to purchase products from.

Planners agree to cooperate fully with RIMAN in this area so that Search Engines list the RIMAN website as the top search result when a user makes a query containing the name "RIMAN" or any of its derivatives, or any other company protected trademark(s) or RIMAN owned content. The Company reserves the right to discipline Planners, including but not limited to a request to immediately deactivate any online ad.

Planners may not bid on or purchase (or encourage or solicit any third party to bid on or purchase) any RIMAN Trademark or RIMAN Content as a meta-tag, keyword, paid search term, sponsored advertisement, or sponsored link used to trigger search results. RIMAN, in its sole discretion, possesses the ability to interpret this provision and inform RIMAN Planners of their compliance with this provision.

10i. RIMAN Replicated Site

RIMAN Replicated Site is a proprietary suite of web-based tools that provides business and Customer relationship management resources to RIMAN Planners to support team growth, product sales, Downline productivity, and Customer satisfaction and retention. A RIMAN Replicated Site is available to all Planners. Planners may not independently design, publish, maintain, or operate a website that uses RIMAN Trademarks or RIMAN Content or otherwise promotes or offers (directly or indirectly) RIMAN products. Other than through a RIMAN Replicated Site, MyShop Link, or the RIMAN Website, Planners may not sell RIMAN products online.
The RIMAN Replicated Site is a website in which Planners may sell the RIMAN Products and enroll new Planners, with all transactions automatically linked directly to their RIMAN Planner Identification Numbers. It is the responsibility of each Planner to ensure that their RIMAN Replicated Site fully complies with the RIMAN Website Terms and Conditions, these Policies and Procedures and all applicable federal and state rules and regulations. The requirement of compliance also extends to any social networking site that is linked from a Planner's RIMAN Replicated Site. RIMAN reserves the right to disable any link from a Planner's RIMAN Replicated Site to a non-compliant social networking site or posting. Planners are permitted to send their own personalized URL to a third party and redirect to their own RIMAN Replicated Site sites.

10j. Social Media

Planners may join social networking sites, online forums, discussion groups, blogs and other forms of Internet communication to leverage the power of the RIMAN brand, and to communicate the benefits of the RIMAN products and the Program. Online social pages belonging to a Planner may be used to drive traffic to a RIMAN Replicated Site or to the RIMAN Website.

Planners may use their own social networking profiles to advertise and promote their RIMAN businesses and the RIMAN products, and direct traffic to their respective RIMAN Replicated Site or the RIMAN Website. No actual sales of RIMAN products, however, may be processed on social networking profiles or groups, and no pricing may be shown on an image or in the text of a post. Profiles a Planner generates in any social community where RIMAN, the RIMAN products or the Program are discussed or mentioned must clearly identify the Planner as a RIMAN Independent Planner, and when a Planner participates in those communities, Planners must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at RIMAN's sole discretion and offending Planners will be subject to disciplinary action. If a link is provided, it must link to the Planner's RIMAN Replicated Site.

Planners may not use blog spam, spam texting or any other mass-replicated methods to leave blog comments. Comments Planners create or leave must be useful, unique, relevant and specific to the blog's article.

Planners who use social networking sites must also comply with the rules associated with that particular website or network. For example, some sites prohibit users from advertising products or promoting financial opportunities. Federal and state agencies have established guidelines and rules for what may and may not be communicated and even a Planner's personal experience may not conform to these regulatory guidelines. Planners who provide testimonials on social networking sites and otherwise on the Internet are responsible for ensuring that their testimonials comply with all applicable laws and regulations.

Among other things, Planners shall not: (1) Make any specific income claim or commitment regarding any amount of income that others may realize as a RIMAN Planner; (2) Make any guarantee of success; or (3) Suggest that a specific amount of inventory must be purchased at the time of enrollment. (4) Make any claim or commitment regarding product results or to Planners may describe, in general terms, the positive impact of RIMAN on their lifestyle or the positive visible results they have personally experienced from using the RIMAN Products.

In addition to the foregoing general provision, RIMAN's specific policies regarding Social Networking and Social Media are as follows:

10j. (1) Responsibility for Online Postings

Planners are personally responsible for their postings and all other online activity that relates to RIMAN. Therefore, even if a Planner does not own or operate a blog or social media site, if a Planner makes a post that relates to RIMAN or which can be traced to RIMAN, the Planner is responsible for the posting. Planners are also responsible for postings which occur on any blog or social media site that the Planner owns, operates or controls. RIMAN reserves the right to require the removal of non-compliant or infringing posts from any Planner's social media pages and may terminate the Planner Agreement of any Planner who materially or repeatedly breaches this section.

10j. (2) Identification as a RIMAN Independent Planner

Planners must disclose their full names on all social media postings and conspicuously identify themselves as RIMAN Independent Planners. Anonymous postings or use of an alias are prohibited.

10j. (3) Deceptive Postings

Postings that are false, misleading or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the RIMAN products, the Program, and/or Planner biographical information and/or credentials.

10j. (4) Use of Third-Party Intellectual Property

Subject to Section 10d, if Planners use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is solely their responsibility to ensure that they have received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and Planners must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property. A Planner may be personally liable for any violation of this policy should the owner of the intellectual property bring an action. In addition, it is important not to repost any posts which violate this policy.

10j. (5) Respecting Privacy

Planners must respect the privacy of others and be judicious in their postings. Planners must not engage in gossip or advance rumors about any individual, company or competitive products or services.

10j. (6) Ethics & Legal Compliance

Planners must conduct themselves with professionalism, ethically and in full compliance with all laws on social networking sites. Planners are responsible for ensuring that any posts or other social media activity that promotes the RIMAN products or Program is legally compliant, and complies with any applicable platform terms, rules or guidelines. This includes ensuring that their postings are truthful and accurate and that any legally required disclosures are made in compliance with applicable law. Report non-compliant posts to the Compliance Department at compliance@riman.com.

10j. (7) Prohibited Postings

Planners may not make any posting, or link to any posting or other material, that:

- Is sexually explicit, obscene or pornographic;
- Is profane, hateful, threatening, harmful, defamatory, libelous, harassing or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise);
- Is solicitous of any unlawful behavior;
- Engages in personal attacks on any individual, group, or entity;
- Is in violation of any intellectual property rights of the Company or any third party; or
- Is not consistent with the standards set forth in these Policies and Procedures.

10j. (8) Social Media and Online Presence with Independent Website Features

RIMAN reserves the sole and exclusive right to classify a Planner's social media and online presence as the functional equivalent of operating an independent website. In such an instance, the Planner must adhere to the Company's policies regarding independent websites. For example, a blog, a website developed on a blogging platform, and other social media presence that is developed for the primary purpose of marketing or promoting the RIMAN products or the Program, may be classified by the Company as an independent website. For additional information on Independent Websites, refer to Section 10l.

10j. (9) Social Media and Independent Website Termination

If a Planner Agreement is terminated for any reason, the Planner must discontinue using the RIMAN name, all of the RIMAN Trademarks, trade names, service marks, other intellectual property and all derivatives of such marks and intellectual property, in any postings and on all social media sites that she or he utilizes. If the Planner posts on any social media site on which she or he has previously identified herself or himself as a RIMAN Independent Planner, she or he must conspicuously disclose that she or he is no longer a RIMAN Independent Planner.

In the event of a voluntary or involuntary termination of a RIMAN Planner Agreement, a Planner is required to remove all references to RIMAN from social networking profile(s) from public view within ten days (10) of the date of termination. If the Planner has a specific RIMAN social networking group presence, she or he is required to remove her or his social networking group from public view within ten (10) days of the date of termination. The name of the social networking group may be transferred to another RIMAN Planner subject to RIMAN approval. Removal of references to RIMAN from independent websites is subject to the provisions in the RIMAN Planner Application and Agreement.

10j. (10) Sweepstakes, Contests and Giveaways

As an independent business owner, a Planner may choose to run a sweepstakes, contest or promotion. While such sales tools are not illegal, it is important to understand that they are regulated by law, and the regulations differ by state. Prizes may not be valued more than three hundred dollars ($300 USD) since such amounts may implicate IRS reporting requirements. We strongly recommend that any Planner who wishes to run a sweepstakes, contest or promotion in conjunction with their RIMAN business speak with a lawyer and/or consult the IRS website to ensure that it adheres to the relevant local laws and IRS reporting requirements. It is very important to ensure that all sweepstakes, contests or promotions are legally conducted. In all cases, a Planner must indicate that the sweepstakes, contest or promotion is not sponsored or approved by RIMAN.

10k. Uninvited Solicitation

A Planner may not use or transmit unsolicited faxes, mass email distribution, unsolicited bulk email, unsolicited messaging or engage in "spamming" in connection with the advertising, promotion or sale of the RIMAN products or the Program, or the operation of their respective Planner Business. The terms "unsolicited faxes" and "unsolicited bulk email" mean the transmission via telephone, facsimile or bulk electronic mail (i.e., similar message emailed to numerous recipients), respectively, of any material or information to any person on an unsolicited basis. The exceptions to this prohibition are faxes and email to: (1) Any person who gave the Planner prior consent to send such fax or email; or (2) Any person with whom the Planner has an established business or personal relationship. Any email sent by or for a Planner advertising or promoting the RIMAN products, the Program or the Planner's Business must comply with requirements applicable to commercial emailers found in the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM") and the related FTC regulations, and any other applicable laws and regulations. Without limitation of the preceding paragraph, any electronic messages sent by email, social networking sites or other means by a Planner advertising or promoting the RIMAN products, the Program or the Planner's Business must meet all of the following requirements:

- The email must clearly identify the Planner as the sender of the email and as a RIMAN Independent Planner;
- There must be a functioning return email address to the sender;
- There must be a notice in the email that advises the recipient that she or he may reply to the email via the functioning return email address to request that future email solicitations or correspondence not be sent to her or him (a functioning "opt-out" notice);
- The email must include the Planner's physical mailing address;
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation;
- The use of deceptive subject lines and/or false header information is prohibited; and
- All "opt-out" requests, whether received electronically or otherwise, must be promptly honored.

It is understood that Planners may send individual messages via email, text message, or social networking sites to persons they do not know but who are in the wider network of people they do know. Planners are required to use their best judgment to respect the privacy and other interests of such persons and to follow all of the foregoing rules regarding the transmission of electronic messages.

10l. Domain Names and Email Addresses

Planners may not use or register any domain name, social media profile, channel or email address that consists of or contains any RIMAN Trademark, RIMAN Content, or any mark confusingly similar, except that Planners may use a domain name that is provided by RIMAN in connection with their respective RIMAN Replicated Site. Domain names used in connection with any RIMAN Replicated Site must be in good taste and exhibit no vulgarity. RIMAN reserves the right to prohibit the use of domain names deemed inappropriate by RIMAN in its sole discretion.

10m. Directory Listings and Advertising

10m. (1) Telephone and Online Directories

A Planner who wishes to appear in a telephone directory, online or otherwise, or other similar directory must list her or his name alphabetically according to her or his surname or, if the Planner is a Business Entity, the trade name, business name or DBA of the Business Entity. If the directory permits, the Planner's name may be followed by the words "RIMAN Independent Planner" and the Planner's address and telephone number.

A Planner is permitted to advertise her or his Planner Business through telephone directory display ads provided she or he only uses approved RIMAN Trademarks.

10m. (2) Answering the Phone

A Planner may not answer (or have any phone answering service or device answer) the telephone by saying "RIMAN," or in any manner that would lead the caller to believe that she or he has reached RIMAN or a RIMAN office. A Planner is permitted to state that she or he is an Independent Planner for RIMAN.

10m. (3) Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although RIMAN does not consider Planners to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that a Planner's inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause her or him to violate the law. These regulations must not be taken lightly, as they carry significant penalties.

Therefore, Planners must not engage in telemarketing in the operation of their RIMAN Planner Businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of the RIMAN products or to discuss the Program. "Cold calls" made to prospective Customers or Planners that promote the RIMAN products, or the Program constitute telemarketing and are prohibited.

Planners shall not place or initiate any automated, outbound telephone call to any person that delivers any pre-recorded message (a "robocall") regarding or relating to the RIMAN products or the Program. However, a telephone call(s) placed to a prospective Customer or Planner (a "prospect") is permissible under the following situations:

- The Planner has an established business relationship (or other relationship) with the prospect such that the prospect would reasonably expect to receive such a call. For example, if the prospect had recently purchased products from the Planner prior to the date of the telephone call to induce the prospect's purchase of Products;
- The Planner receives the prospect's personal inquiry regarding the RIMAN products or the Program within the three (3) months immediately preceding the date of such a call;
- The Planner receives written and signed permission from the prospect authorizing the Planner to call. The authorization must specify the telephone number(s) that the Planner is authorized to call; or
- Planners may call family members, personal friends and acquaintances. An "acquaintance" is someone with whom the individual has had at least a first-hand relationship within the preceding three (3) months. The acquaintance exemption may not apply, however, if a Planner makes a habit of "card collecting" with everyone she/he meets and subsequently calls them, as the FTC may consider this a form of telemarketing. Therefore if a Planner engages in calling acquaintances, she/he must do so only on an occasional basis.

10n. Personal Videos, Photographs and Recordings

If any personal photographs, video, audio or other recordings of RIMAN corporate events or RIMAN employees are posted on the Internet (on any social media site or otherwise), RIMAN reserves the right at its discretion to require such personal video, audio or other recordings to be immediately removed and not otherwise displayed. Any such personal photographs, video, audio or other recording must be of high quality and, in the sole discretion of RIMAN, must not portray RIMAN or its employees in a negative light or in a way that may embarrass or damage the reputation of RIMAN or the individuals appearing in the photograph, video, audio or recording.

Planners may distribute, reproduce or post on the Internet videos, photographs or recordings that are made available by RIMAN Corporate for use by Planners. It is the responsibility of Planners to ensure any of the material they are sharing are compliant and abides by these Policies and Procedures.

10o. Reporting Online Policy Violations

Planners may participate in social networking as outlined in these policies. To comply with legal requirements and maintain the Company's brand integrity, any Planner who suspects a policy violation must report as much information as possible, including detailed descriptions and screenshots, to compliance@riman.com.

10p. Affiliate Programs

RIMAN Planners are prohibited from participating and/or receiving any commission or cash back from sales resulting through the use of an affiliate link, such as Rakuten, Skimlinks, rewardStyle, Honey, Extrabux, Cartera, etc.

10q. Testimonial Permission

By signing the RIMAN Planner Agreement, you give RIMAN permission to use your testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the RIMAN opportunity, you waive any right to be compensated for the use of your testimonial or image and likeness even though the Company may be paid for items or sales materials containing such image and likeness.

In some cases, a Planners testimonial may appear in other Planner advertising materials.

If an Planner does not wish to participate in RIMAN sales and marketing materials, he or she should provide a written notice to the RIMAN Compliance Department (compliance@riman.com) to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

SECTION 11: COMPENSATION

11a. General

The Compensation Plan is incorporated into and made a part of these Policies and Procedures. The Compensation Plan identifies the earning opportunities available to Planners and sets forth the sales and organizational requirements necessary to earn incentives and Achievement Rewards. The Compensation Plan is built upon bonafide sales of the RIMAN products to Customers.

Planners who meet minimum Sales Volume requirements are eligible to earn commissions and incentives as described in this Section and in the Compensation Plan. RIMAN reserves the right to change, alter, or adjust the Compensation Plan as announced and made official at any time.

11b. RIMAN Pay System

RIMAN uses a third-party solution to pay commissions to its Planners. Planners are obliged to the third-party vendor requirements to set-up their account.

11c. Commission Periods

RIMAN pays commissions weekly and monthly. The weekly period starts Saturday at 12:00am PST and ends on Friday at 11:59pm PST. Weekly commissions are paid out on the third (3rd) Tuesday after the end of the weekly period. The monthly period under the Compensation Plan is equivalent to a calendar month. Orders received on the last day of the month of a commission Period via a Planner's RIMAN Replicated Site or MyShop Link by 11:59pm PST will be included for that commission period's calculation. All orders received after that cut-off time/date will be included in the calculation for the following commission period. Monthly commissions are paid out on the third (3rd) Tuesday of the following month. With respect to an incentive period, earnings will be issued to Planners no later than the sixteenth (16th) day following the close of that incentive period, unless otherwise notified by RIMAN.

11d. Return Adjustments - Impact on Qualifications, Commissions, and Incentives

The qualifications, incentives, commissions and incentives attributable to RIMAN product(s) are not considered earned until after the applicable return period has expired. When a product is returned to RIMAN for a refund or funds are returned to a Planner or Customer due to a credit card chargeback, the qualifications, commissions and incentives attributable to the returned product(s), funds, or volumes will be deducted from the Planner's current and future qualifications, commissions and incentives. These deductions will be made in the month in which the refund was given and will continue every commission period thereafter until the commissions and incentives are recovered from the Planner who received the commissions and incentives on the sale of the returned product or disputed charge.

In the event any Planner Agreement is voluntarily or involuntarily terminated and the amounts of the commissions and incentives attributable to the returned product(s) or returned funds have not yet been fully recovered by RIMAN, the remainder of the outstanding balance may be set off against any earnings amounts owed to the terminated Planner.

RIMAN reserves the right to review and terminate any account for consistently excessive or improper return activity associated with non-defective merchandise. RIMAN also reserves the right to pursue collections if the amount owed to RIMAN by a Planner exceeds the remaining amount of earnings owed to the terminated Planner.

11e. Payment for Month of Advancement

A Team Leader or above is paid at the level of the highest title for which she or he satisfies the qualification requirements during the current commission period. If she or he does not satisfy the qualification requirements for that recognition title during the current commission period, she or he will be paid at the level of the highest paid-as title for which she or he qualifies.

11f. Accrual of Incentive or Performance Incentive Payments

A Planner must earn at least $20 in commission and incentives before she or he will receive payment to her or his own account. If the $20 threshold is not met, a Planner will not receive payment to her or his iPaypout account, including upon the Planner's termination. Commissions and incentives earnings that do not meet this $20 threshold will be accrued and paid in a later commission period when the Planner's combined earnings are twenty dollars ($20 USD) or more.

11g. Closure of Inactive RIMAN eWallet and Unclaimed Commissions and Credits

After three (3) consecutive months of having a positive balance in your unpaid commissions without activity (example: No new loads via the incentive plan, no transfers, etc.), the balance will remain for a period of up to thirty-six (36) months. RIMAN will attempt to notify the Planner of unpaid incentive by sending notice to her or his last known email address. Planner's unpaid incentive will be withdrawn and the unclaimed incentives, Achievement Rewards and credits in the account will be paid to the relevant authority responsible for administering unclaimed monies in the relevant jurisdiction if the monies remain unclaimed for the statutory period under applicable state law. Planners waive all claims against RIMAN, the payment processor and their officers, directors, members, owners, employees, and agents relating to the closure of a Planner's account or withdrawal of funds, even if the likelihood of such damages or losses are made known to RIMAN and/or the payment processor prior to the time of the cancellation or withdrawal.

SECTION 12: TRANSFER OF Planner AGREEMENT

12a. Sale or Transfer of a Planner Agreement

A Planner may not sell, assign or otherwise transfer her or his Planner Agreement without the prior written approval of RIMAN. Please note, RIMAN will not approve a request for the sale or transfer of a Planner Agreement if the intention, whether express or implied, is to achieve Line Switching, or if RIMAN believes the sale or transfer is designed to circumvent any other policy or procedure or is being used as a "shelter account" to continue to collect earnings while placing the business in another individual's name. If RIMAN believes that the goal of the sale or transfer is designed to circumvent any other policy, the Company will conduct an investigation and may refuse the request in its sole discretion. Specific rules on the sale and/or transfer of a Planner Agreement are as follows:

12a. (1) Seller/Transferor Requirements

A Planner who wants to sell or transfer her or his Planner Agreement must meet the following criteria:

- Be in good standing and in compliance with the Policies and Procedures;
- Wait six (6) months before re-enrolling under a different Sponsor.
- Pay a processing fee of five hundred dollars ($500.00).

If the above-referenced criteria have been met, a Planner wishing to sell or transfer her or his Planner Agreement ("Seller") must first provide Compliance with evidence that the immediate Upline Planner was informed in writing of the impending Sale or Transfer at least seven (7) calendar days prior to RIMAN drafting and sending the formal Sale and Transfer Agreement. If RIMAN believes that the goal of the Sale or Transfer is designed to circumvent any other policy, it will conduct an investigation and may refuse the request at its discretion.

12a. (2) Separating a RIMAN Business

A. Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:

I. One of the parties may, with the written consent of the other(s), operate the RIMAN business whereby the relinquishing spouse, shareholders, partners, members or trustees authorize the Company to deal directly and solely with the other spouse, non-relinquishing shareholder, partner, member or trustee;

II. The parties may continue to operate the RIMAN business jointly on a "business as usual" basis, whereupon all compensation paid by the Company will be paid in the name designated as the Planner or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, the Company will pay compensation to the name on record and in such event; the Planner named on the account shall indemnify the Company from any claims from the other business owner(s) or the other Spouse with respect to such payment.

B. The Company recognizes only one Downline organization and will issue only one commission check per RIMAN business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will the Company split commission and/or bonus checks.

C. If a relinquishing Spouse, partner or owner of the business has completely relinquished ("Relinquishing Party"), in writing, all rights to the original RIMAN business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Planner or active Customer in the former organization and must develop a new business in the same manner as any other new Planner. A Member in the Relinquishing Party's former Downline who wishes to transfer to the Relinquishing Party's new organization or to any other organization, must comply with the requirements in Section (Transfer of Ownership)

12b. Death and Incapacity

12b. (1) Death

Upon the death of a Planner, the Planner's interest in her or his Planner Agreement may be transferred only by will, trust or other testamentary instrument to the Planner's heir, trustee or other beneficiary (each of such persons referred to herein as a "Transferee"), subject to the conditions and requirements of this Section and applicable law.

In addition, a Transferee shall have the right to assume the deceased Planner's rights and obligations under the applicable Planner Agreement, including the right to collect incentives and Achievement Rewards generated by such Planner's Downline, subject to the conditions and requirements of this section and applicable law.

However, a Transferee may not assume a Planner's rights and obligations under an applicable Planner Agreement if RIMAN determines, in its sole discretion, that the Planner Agreement, other Planners in the applicable Upline, or RIMAN will be adversely affected by reason of such assumption.

Appropriate legal documentation must be submitted to RIMAN in connection with any transfer under this Section. Please note that should a Planner die without a will or other testamentary instrument designating the transferee of the Planner's interest in her or his Planner Agreement, the Planner Agreement will be automatically terminated, and heirs of the deceased Planner will not have any rights under that Planner's Planner Agreement. Accordingly, each Planner should seek the assistance of her or his attorney to assist in the preparation of a will, trust or other testamentary instrument that will properly transfer the Planner's interest in her or his Planner Agreement.

To affect a testamentary transfer of a Planner's interest in her or his Planner Agreement upon the death of such Planner, the Transferee must provide the following to RIMAN:

- A court order appointing the executor or trustee of the estate or testamentary letters or other instruments appointing the executor or trustee of the estate.

In addition, when a Transferee assumes a Planner's rights and obligations under an applicable Planner Agreement with RIMAN's approval, the Transferee will, in addition to acquiring the right to collect incentives and Achievement Rewards generated by the deceased Planner's Downline, otherwise assume all the rights and obligations of the deceased Planner under the Planner Agreement, provided the following requirements are met. The Transferee must:

- Submit a new Planner Application or Business Entity Registration Form, as applicable, and otherwise meet all the eligibility requirements to become a Planner;
- Comply with the terms and provisions of the Planner Agreement; and
- Meet all the qualifications for the deceased Planner's level and title.

In the case of a Transferee that is a trust, these requirements may be satisfied by the trustee on behalf of the beneficiaries who would not otherwise meet the eligibility and qualification requirements to become a Planner. In the event that the Planner wishes to appoint a trustee on behalf of her or his minor child(ren), the trust may stay in effect only until the oldest child becomes eighteen (18) and is otherwise eligible to assume the Planner Agreement.

A Planner Agreement is reliant on the leadership ability of the individual Planner; therefore if a Planner's interest in a Planner Agreement is bequeathed to joint devisees who desire to assume the Planner's rights and obligations under such Consulting Agreement, they must form a Business Entity, identifying the person responsible for the entity's operation and submit a properly completed and signed Business Entity Registration Form, and otherwise comply with all of the requirements for a Business Entity that is a Planner Agreement, as set forth in these Policies and Procedures. RIMAN will issue all incentive and Performance incentive payments and one IRS Form 1099 to the new Business Entity.

12b. (2) Incapacity

Upon the incapacity of a Planner, the Planner's agent, attorney-in-fact or legal representative (each of such persons referred to herein as an "Agent") may act on behalf of such Planner under an applicable Planner Agreement, subject to the conditions and requirements of this section and applicable law. However, an Agent may not act on behalf of a Planner under the applicable Planner Agreement if RIMAN determines, in its sole discretion, that the Planner Agreement, other Planners in the applicable Upline, or RIMAN will be adversely affected by reason of such action; provided, however, that RIMAN's exercise of such discretion shall be subject to any limitations under applicable law.

Appropriate legal documentation must be submitted to RIMAN in connection with any action by an Agent under this section. Accordingly, each Planner should consult her or his attorney to assist in the preparation of a power of attorney or other legal instrument that will authorize an Agent to act on behalf of such Planner under her or his Planner Agreement.

In order for an Agent to act on behalf of an incapacitated Planner, the Agent must provide the following to RIMAN:

- The power of attorney or other legal instrument authorizing the Agent to act on behalf of the Planner under her or his Planner Agreement in a form acceptable to RIMAN; and
- Such other documents as RIMAN may require in its sole discretion, including, without limitation, an affidavit from the Agent stating that the power of attorney or other legal instrument remains effective at the time it is presented to RIMAN and/or an indemnification agreement from the Agent.

12c. All Other Transfers by Planners Prohibited

Except as expressly permitted by this Section 12 with RIMAN's prior written approval, Planners shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, the Planner Agreement, or any rights or obligations under the Planner Agreement. Any purported assignment of the Planner Agreement, including for the sale, transfer, delegation or other disposition of the Planner Agreement, except as permitted herein, will be null and void.

SECTION 13: TERMINATION AND SUSPENSION

13a. Voluntary Termination

A Planner has the right to terminate her or his Planner Agreement (and thereby end the Planner Agreement) at any time regardless of the reason. Planners who voluntarily terminate must begin the termination process by completing and submitting via email at cs@riman.com, a Termination Notice that will be effective when received and processed by RIMAN (Please allow seven to ten (7-10) Business Days for processing once the termination request has been received.) A Planner may also voluntarily terminate the Planner Agreement by electing not to renew as described in Section 4k, or by selling, assigning, or otherwise transferring the Planner Agreement, as described in Section 12. In addition, failure to renew the Planner Agreement is considered voluntary termination, as described in Section 4k.

A Planner who terminates her or his Planner Agreement on a voluntary basis shall have the right to seek to re-enroll in the RIMAN Program pursuant to the provisions of Section 13d of these Policies and Procedures.

13b. Involuntary Termination

In addition to the imposition of any remedial action described in Section 14, RIMAN reserves the right to terminate the Planner Agreement of any Planner who, in the reasonable judgment of RIMAN, fails to provide required information including, but not limited to, Social Security Number or Federal Tax Identification Number, or has violated the terms of the RIMAN Policies and Procedures or, Planner Agreement, or for acts or omissions which RIMAN reasonably deems to be harmful to the interests of other Planners, Customers or RIMAN. Comments or social media posts that state, hint at, or allude to the fact that a Planner is no longer an RIMAN Independent Planner will be considered a public announcement of the termination of her/his Planner Agreement with RIMAN Planners should recognize that the previously stated action may, without limitation, result in a notice of non-compliance and/or where appropriate, termination of the Planner Agreement. Involuntary termination shall be effective upon RIMAN's notice to Planner.

A Planner who has her or his Planner Agreement terminated on an involuntary basis may seek to re-enroll in the RIMAN Program by submitting a formal written request after the one (1) year anniversary of the termination date. RIMAN, however, reserves the right to reject any such request in its sole discretion, to the extent permitted by applicable law. If RIMAN accepts the re-enrollment request, the Planner must complete a new Planner Agreement and should pay an Enrollment Fee, where applicable. A re-enrolled Planner will have no access or rights to any Downline organization that may have existed under her or his prior Planner Agreement.

13c. Effect of Termination

Upon any expiration or termination of a Planner Agreement, the former Planner shall have no right, title, claim or interest to the Planner Agreement or Downline that she or he operated, or to the opportunity to receive any incentives or Achievement Rewards from future sales generated by the Planner Agreement or Downline. A Planner whose Planner Agreement is terminated will lose all rights to participate in or benefit from the Program. This includes the right to sell the RIMAN products, act as a Sponsor, use any RIMAN Trademarks or other RIMAN Content for any purpose, and the right to receive future incentives and Achievement Rewards or other income resulting from sales and other activities of the Planner's former Downline. In the event of termination, all licenses granted to the Planner hereunder, if any, shall automatically terminate, and the terminated Planner agrees to waive all rights, if any, she or he may have, including but not limited to, property rights, if any, to her or his former Downline and any incentives, Achievement Rewards, Incentive Program Rewards or other amounts derived from the future sales and other activities of such Downline.

Former Planners shall not hold themselves out as Planners and shall not have the right to sell the RIMAN products, sponsor other Planners or otherwise participate in the Program. Planners whose Planner Agreements are terminated shall receive incentives and Achievement Rewards for the last full incentive periods in which they were active and qualified prior to termination (less any amounts withheld during any suspension preceding an involuntary termination, any outstanding balance that may exist on the Planners' accounts, or any other amounts that may be owed to RIMAN).

Incentive Program Rewards are only eligible to those Planners who hold an active Planner Agreement. For information regarding unpaid incentive and unclaimed incentives, Achievement Rewards and credits, refer to Section 11g. RIMAN will not be liable to any Planner for damages of any kind solely as a result of terminating a Planner Agreement in accordance with the terms set forth herein, and termination of the Planner Agreement will be without prejudice to any other right or remedy of RIMAN under the Planner Agreement or applicable law.

13d. Re-Enrollment

A Planner who has voluntarily terminated the Planner Agreement, either through non-renewal or by selling, assigning, or otherwise transferring the Planner Agreement in accordance with Section 12, may re-enroll as a Planner by submitting an application and paying the enrollment fee, and the Planner will be provided a new Identification Number. Re-enrollment timelines: (1) If a Planner wishes to re-enroll within six (6) months of the deactivation date, she or he must remain under her or his same Sponsor. However, the Downline before termination is not maintained. Or, (2) If a Planner wishes to re-enroll more than six (6) months after the deactivation date, she or he may enroll under any RIMAN Planner. Please contact the Sales Support Department for instructions on how to re-enroll.

13e. Right of Termination

RIMAN expressly reserves the right to terminate all Planner Agreements upon thirty (30) days written notice (or upon such shorter notice as is required by unforeseen circumstances) in the event it elects to: (1) Cease business operations; (2) Dissolve as a business entity; or (3) Terminate distribution of its products via direct selling.

SECTION 14: REMEDIAL ACTIONS, GRIEVANCES AND COMPLAINTS

14a. Remedial Actions

A violation of the Planner Agreement, or any act or omission that RIMAN determines in its sole discretion may damage its reputation or goodwill, by a Planner, or her or his employees, independent contractors or agents, may be considered a breach of the Planner Agreement. RIMAN will provide a notice of breach and a reasonable opportunity to cure the same, except that in instances where RIMAN reasonably determines in its sole discretion that such breach is egregious and/or is not capable of being cured within a reasonable cure period, and/or is part of a repeated pattern of breaches. RIMAN reserves the right to immediately terminate the Planner Agreement upon notice. Measures RIMAN may take include one or more of the following:

- A notice email or telephone call;
- Issuance of a written warning letter to the offending Planner;
- Requiring the offending Planner to take immediate corrective measures;
- The withholding of all or part of the offending Planner's commissions, incentives and reward points during the period that RIMAN is investigating any conduct allegedly in breach of the Planner Agreement or as a result of RIMAN's determination that such withholding is required in light of the circumstances. If the Planner Agreement is ultimately terminated, the Planner will not be entitled to recover any commissions, incentives and reward points withheld during the investigation period;
- Suspension of the offender's Planner Agreement, including suspension of payment of commissions, incentives and reward points for one or more incentive Periods;
- Involuntary termination of the offender's Planner Agreement;
- Any other measure permitted by applicable law, whether expressly allowed within any provisions of the Planner Agreement or which RIMAN deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the offending Planner's policy violation or contractual breach; and
- In situations deemed appropriate by RIMAN, the Company may institute legal proceedings for monetary and/or equitable relief.

14b. Grievances and Complaints

When a Planner has a grievance or complaint with another Planner regarding any practices or conduct in relationship to her or his Planner Agreement, the complaining Planner should first report the problem to her or his Sponsor. If the matter cannot be resolved, it may be reported in writing to the Compliance Department by submitting an email to compliance@riman.com. If a Planner has a complaint of harassment or other inappropriate conduct on the part of an employee or representative of RIMAN, the Planner may file a report with the Compliance Department without first reporting the issue to her or his Sponsor. The Compliance Department will review the facts and may attempt to assist the Planner to resolve the issue.

If the issue is such that a Planner feels threatened with serious bodily harm or believes she or he is the victim of financial fraud or other criminal activity, then the Planner should contact law enforcement authorities and file a police report.

SECTION 15: WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION

15a. Warranty; Disclaimer

RIMAN warrants to Planners that the RIMAN products as and when delivered by RIMAN shall be free from material defects. RIMAN's sole obligation to Planners, and Planners' sole and exclusive remedy, for breach of this warranty shall be to return any defective RIMAN product and receive a replacement or refund as described in Section 9.

To the maximum extent permitted by applicable law, RIMAN hereby disclaims all other warranties with respect to the RIMAN products, the program, RIMAN Marketing Materials, RIMAN business supplies, and any other subject matter of the Planner Agreement, whether express, implied or statutory, including any warranties of merchantability, fitness for a particular purpose, title, noninfringement, accuracy or completeness of content, results, lack of negligence or lack of workmanlike effort, and correspondence to description.

15b. Limitation of Liability

Except for liability that cannot be excluded under applicable law (including fraud, willful misconduct, and violations of law), and notwithstanding anything herein to the contrary or any failure of essential purpose, in no event shall a Planner or RIMAN (including any of its Related Parties, (as defined in Section 16i) be liable to the other party for any special, incidental, indirect, punitive exemplary, or consequential damages of any kind or nature, however caused, arising out of or related to the Planner Agreement or the subject matter hereof (including but not limited to the RIMAN products the program, RIMAN Marketing Materials or RIMAN business supplies), whether such liability is asserted on the basis of contract, tort or other theory of liability, or otherwise, even if the Planner or RIMAN (or any of its Related Parties) have been advised of the possibility of such damages. In jurisdictions that do not give effect to limited liability or exculpatory clauses, this provision is not applicable. In jurisdictions that allow for exculpatory or limited liability clauses in a limited manner, this provision is applicable to the fullest extent allowed by the law of such jurisdiction.

15c. Indemnification

Each Planner agrees to indemnify, defend and hold harmless RIMAN (together with its Related Parties as defined in Section 16i), its agents, other Planners, stockholders, members, employees, directors, officers and attorneys (collectively "Indemnified Parties") from and against any and all losses or liabilities (including attorney's fees) they may suffer or incur as a result of such Planner's actions or inactions, or breach or alleged breach of the Planner Agreement, including, without limitation, any terms or conditions of these Policies and Procedures.

SECTION 16: MISCELLANEOUS; DISPUTE RESOLUTION

16a. Severability

If any provision of the Planner Agreement is determined to be invalid or unenforceable, in whole or in part, such provision shall be reformed only to the extent necessary to make it enforceable, and the remaining part of such provision and all other provisions of the Planner Agreement will continue in full force and effect to the maximum extent possible so as to effect the intent of the parties, or if incapable of such reform, only such limited portion of the provision that is held to be void or unenforceable shall be deleted from the Planner Agreement, and the remainder of the Planner Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect.

16b. Waivers

The waiver by either party of a breach of or a default under any provision of the Planner Agreement will not be effective unless in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of the Planner Agreement, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

16c. Governing Law

The Planner Agreement, which includes the Policies and Procedures, is to be construed in accordance with and governed by the laws of California, without regard to its choice of law principles, and the Federal Arbitration Act shall govern the Planner Agreement's Dispute Resolution Agreement, which is found in Section 16i of the Policies and Procedures, without giving effect to any state law to the contrary.

This Planner Agreement is intended to govern the terms and conditions that apply to RIMAN Planners for whom the United States (or its territories) is their home country, regardless of any individual's residence or sales territory. To the extent that any provision of this Planner Agreement is not enforceable under applicable law, including Section 16600 of the California Business and Professions Code, which prohibits contracts that restrain persons from engaging in a lawful profession, trade or business of any kind, the parties agree to renegotiate such provision in good faith. In the event the parties cannot reach mutually agreeable and enforceable replacement for such provision, then: 1) Such provision shall be stricken from this Agreement; 2) The balance of this Agreement shall be interpreted as if such provision were excluded; and 3) The balance of this Agreement shall be enforceable in accord with its terms.

16d. Right to Use Third Parties

Notwithstanding anything to the contrary in the Planner Agreement, RIMAN may use Planners or other contractors in connection with the performance of its obligations and the exercise of its rights under the Planner Agreement.

16e. Force Majeure

RIMAN will not be liable to any Planner for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, or inability to obtain raw materials, supplies, equipment or power needed to perform hereunder.

16f. Interpretation

For purposes of interpreting the Planner Agreement: (1) Headings are for reference purposes only and will not be deemed a part of the Planner Agreement; (2) Unless the context otherwise requires, the singular includes the plural and the plural includes the singular; (3) Unless otherwise specifically stated, the words "herein," "hereof," and "hereunder," and other words of similar import refer to the Planner Agreement as a whole and not to any particular section or paragraph; and (4) The words "include" and "including" shall not be construed as terms of limitation and shall therefore mean "including but not limited to" and "including without limitation."

16g. Entire Agreement

The Planner Agreement, along with all documents incorporated by reference, in their current form and as amended by the Company in its sole discretion, constitute the entire agreement of the parties hereto with respect to its subject matter. The Planner Agreement supersedes all previous, contemporaneous, inconsistent agreements, negotiations, representations and promises between the parties, written or oral, regarding the subject matter hereunder. There are no oral or written collateral representations, agreements or understandings except as provided herein.

16h. Notices

Except as otherwise expressly set forth in the Planner Agreement, all notices required or permitted by the Planner Agreement shall be in writing and sent to the party to be notified. Notices to RIMAN shall be sent to RIMAN, 108 Pacifica Suite 200, Irvine CA 92816. Attention: Legal, or by email to compliance@riman.com. Notices to a Planner shall be sent via email to the email address on the applicable Planner Application or updated Planner Account Profile, or by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile, or certified or registered mail.

16i. Dispute Resolution

This provision contains an agreement that affects how claims a Planner may have against RIMAN or claims RIMAN may have against a Planner will be resolved. The parties understand and agree that the dispute resolution agreement in section 16i operates as a separate and distinct agreement that is severable from the remainder of the Planner Agreement and is enforceable regardless of the enforceability of any other provision of the Planner Agreement or the Planner Agreement as a whole. Consideration for this dispute resolution agreement includes, without limitation, the parties' mutual agreement to arbitrate claims. The parties further understand and agree that the unenforceability of the Planner Agreement in whole or in part shall not support a finding that the dispute resolution agreement in section 16i is unenforceable. The Federal Arbitration Act ("FAA") shall govern the dispute resolution agreement in this section 16i without giving effect to any state law to the contrary.

Any controversy, claim or dispute of whatever nature arising between Planner, on the one hand, and RIMAN and/or the Related Parties (as defined below), on the other, including but not limited to those arising out of or relating to the Planner Agreement including these Policies and Procedures or the breach thereof, the sale, purchase or use of the RIMAN products or the commercial, economic or other relationship of Planner and RIMAN and/or the Related Parties (for purposes of this Section 16i, each a "party"), whether such claim is based on rights, privileges or interests recognized by or based upon statute, contract, tort, common law or otherwise ("Dispute"), and any Dispute as to the arbitrability of a matter under this provision, shall be settled through negotiation, mediation or arbitration, as provided in this Section 16i.

If a Dispute arises, the parties shall first attempt in good faith to resolve it promptly by negotiation. Any of the parties involved in the Dispute may initiate negotiation by providing notice (the "Dispute Notice") to each involved party setting forth the subject of the Dispute and the relief sought by the party providing the Dispute Notice and designating a representative who has full authority to negotiate and settle the Dispute. Within ten (10) business days after the Dispute Notice is provided, each recipient shall respond to all other known recipients of the Dispute Notice with notice of the recipient's position on and recommended solution to the Dispute, designating a representative who has full authority to negotiate and settle the Dispute.

Within twenty (20) business days after the Dispute Notice is provided, the representatives designated by the parties shall confer either in person at a mutually acceptable time and place or by telephone, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute.

At any time twenty (20) business days or more after the Dispute Notice is provided, but prior to the initiation of arbitration, regardless of whether negotiations are continuing, any party may submit the Dispute to Judicial Arbitration and Mediation Services (JAMS) for mediation by providing notice of such request to all other concerned parties and providing such notice and a copy of all relevant Dispute Notices and notices responding thereto to JAMS. In such case, the parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in promptly scheduling the mediation proceedings, and shall participate in good faith in the mediation either in person at a mutually acceptable time and place or by telephone, in accordance with the then-prevailing JAMS's mediation procedures and this Section, which shall control.

Any Dispute not resolved in writing by negotiation or mediation shall be subject to and shall be settled exclusively by final, binding arbitration before a single arbitrator or, for Disputes in excess of $2 million, a panel of three arbitrators, in San Francisco, California, in accordance with the then-prevailing Comprehensive Arbitration Rules of JAMS, Inc. No party may commence arbitration with respect to any Dispute unless that party has pursued negotiation and, if requested, mediation, as provided herein, provided, however, that no party shall be obligated to continue to participate in negotiation or mediation if the parties have not resolved the Dispute in writing within sixty (60) Business Days after the Dispute Notice was provided to any party or such longer period as may be agreed by the parties. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as an arbitrator in the case. The parties understand and agree that if the arbitrator or arbitral panel awards any relief that is inconsistent with the limitation of liability provision in Section 15b herein, such award exceeds the scope of the arbitrator's or the arbitral panel's authority, and any party may seek a review of the award in the exclusive jurisdiction and venue of the courts of the State of California residing in the City of San Francisco. Notwithstanding the foregoing, venue and jurisdiction for any claims or disputes arising under or relating to the Planner Agreement brought by residents of Louisiana shall be established pursuant to Louisiana law.

The negotiation, mediation or arbitration of any dispute shall be limited to individual relief only and shall not include class, collective or representative relief. In any arbitration of a dispute, the arbitrator or arbitral panel shall only have the power to award individual relief and shall not have the power to award any class, collective or representative relief. The parties understand and agree that each is waiving the right to participate in a class, collective or other representative action. Notwithstanding anything to the contrary herein, any party may bring claims pursuant to California's Private Attorneys General Act ("PAGA"), provided, however, that to the extent permitted by applicable law, any PAGA claims shall be exclusively arbitrated in accordance with this section 16i, and the arbitrator or arbitral panel shall have authority to award any and all relief available under PAGA.

However, to the extent required by California law, representative PAGA claims may not be compelled to arbitration or waived, and nothing in this Section shall be construed to waive any non-waivable statutory rights under applicable law, including the right to bring representative PAGA claims in court.

The parties agree that RIMAN has valuable trade secrets and proprietary and confidential information.

The parties agree to take all necessary steps to protect from public disclosure such trade secrets and proprietary and confidential information.

Notwithstanding anything stated in this section 16i or the Planner Agreement, RIMAN is not prohibited or prevented from using subpoenas in an attempt to uncover the identifies of sellers of RIMAN products.

To the fullest extent allowed by law: 1) The costs of negotiation, mediation and arbitration, including fees and expenses of any mediator, arbitrator, JAMS, or other persons independent of all parties acting with the consent of the parties to facilitate settlement, shall be shared in equal measure by Planner, on the one hand, and RIMAN and any Related Parties involved on the other, except where applicable law requires that RIMAN bear any costs unique to arbitration (which RIMAN shall bear); and 2) The arbitrator or arbitral panel or, in the case of provisional or equitable relief or to challenge an award that exceeds arbitral authority as described in this Section 16i, the court, shall award reasonable costs and attorneys' fees to the person or entity that the arbitrator, arbitral panel, or court finds to be the prevailing party; provided, however, that if fees are sought under a statute or rule that sets a different standard for awarding fees or costs, then that statute or rule shall apply.

Although the Planner Agreement is made and entered into between Planner and RIMAN, RIMAN's affiliates, owners, members, managers and employees ("Related Parties") are intended third-party beneficiaries of the Planner Agreement for purposes of the provisions of the Planner Agreement referring specifically to them, including this agreement to negotiate, mediate and arbitrate. The parties acknowledge that nothing contained herein is intended to create any involvement by, responsibility of, or liability for, the Related Parties with respect to any dealings between Planner and RIMAN, and the parties further acknowledge that nothing contained herein shall be argued by either of them to constitute any waiver by the Related Parties of any defense which Related Parties may otherwise have concerning whether they can properly be made a party to any dispute between the other parties.

Any party may seek specific performance of this section, and any party may seek to compel each other party to comply with this Section by petition to any court of competent jurisdiction. For purposes of any provisional or equitable relief sought under this section, the parties consent to exclusive jurisdiction and venue in the courts of the State of California residing in the City of San Francisco, or the United States District Court for the Northern District of California, residing in San Francisco. The pendency of mediation or arbitration shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that mediation or arbitration is pending.

Nothing in this Section shall preclude any party from seeking interim or provisional relief concerning the Dispute, including a temporary restraining order, a preliminary injunction, or an order of attachment, either prior to or during negotiation, mediation or arbitration. In the event any portion of this Section 16i is found to be unenforceable, such portion shall be severable from the remainder of this Section 16i, which shall remain in full force and effect.

Any amendment by RIMAN to the dispute resolution agreement in this section 16i shall only take effect upon a Planner's express agreement to such amendment. A Planner may indicate her or his agreement to such proposed amendment by following the instructions that will appear when logging in to the RIMAN corporate website or the Planner's personal website. RIMAN may terminate the Planner Agreement of any Planner who does not agree to a proposed amendment to the dispute resolution agreement in section 16i within thirty (30) days after the effective date of the amendment. Any such amendment shall apply to all claims brought by RIMAN or the Planner on or after the effective date of the amendment, regardless of the date of occurrence or accrual of any facts underlying such claims.