

**GNO HOLDINGS, INC. dba RETRA**

**Statement of Policies &  
Procedures**

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## 1.0 **INTRODUCTION**

### 1.1 **Mutual Commitment Statement**

- a) **GNO HOLDINGS, Inc. dba Retra**, (hereinafter referred to as (“Retra” or “Company”)) strives to develop a long-term and mutually rewarding relationship with its Promoters and Customers. In the spirit of mutual respect and understanding, Retra is committed to:
- (i) Providing prompt, professional, and courteous service to its Promoters and Customers;
  - (ii) Providing the highest level of quality products, at fair and reasonable prices;
  - (iii) Exchanging or refunding the purchase price of any product, service, or membership as provided in Retra’s return policies contained herein;
  - (iv) Delivering orders promptly and accurately;
  - (v) Paying commissions accurately and on a timely basis;
  - (vi) Expediting orders if an error or unreasonable delay occurs;
  - (vii) Maintaining a mutually beneficial Compensation Plan;
  - (viii) Implementing changes to the Compensation Plan or this Statement of Policies and Procedures (the “Policies and Procedures”) with input from Promoters and/or Customers (Note: such changes will be effective thirty (30) days after the date any such changes are published by Retra)
  - (ix) Supporting, protecting, and defending the integrity of the Retra Business Opportunity;
- b) In return, Retra expects that its Promoters will:
- (i) Conduct themselves in a professional, honest, and considerate manner;
  - (ii) Present Retra Corporate and Retra product information in an accurate and professional manner;
  - (iii) Present the Compensation Plan and return and exchange policies in a complete and accurate manner;
  - (iv) Not make exaggerated income or product claims;
  - (v) Make reasonable effort(s) to support and train other Promoters and Customers in their downline;
  - (vi) Not engage in cross-line recruiting, unhealthy competition, or unethical business practices;

- (vii) Provide positive guidance and training to Retra Promoters and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a Promoter is discouraged from providing cross-line training to other Promoters or Customers in a different Organization without first obtaining the consent of the Promoter's or Customer's upline leader;
- (viii) Support, protect, and defend the integrity of the Retra business opportunity.

## 1.2 Code of Ethics

- a) Retra desires to provide its Independent Promoters with the best products and Compensation Plan in the industry. Accordingly, Retra values constructive criticism and encourages the submission of written comments addressed to the Retra Compliance Department.
- b) Promoter's negative and disparaging comments about Retra, its products, these Policies, or Compensation Plan, made to Retra, or to the field or at any Retra meeting and/or event, or disruptive behavior at any meeting and/or event, serve no purpose other than to dampen the enthusiasm of other Promoters and Customers. Retra Promoters must not belittle Retra, fellow Retra Promoters, Retra products or services, the Compensation Plan, or any and all Retra directors, officers, or employees, product suppliers, or agents. Such conduct represents a material breach of these Policies and Procedures and may result in suspension or termination of the offending Promoter Account.
- c) Retra endorses the following code of ethics:
  - (i) A Retra Promoter must show fairness, tolerance, and respect to all people associated with Retra, regardless of race, gender, social class, or religion, thereby fostering a "positive atmosphere" of teamwork, good morale, and community spirit.
  - (ii) A Promoter shall strive to resolve business issues, including conflicts or disagreements with Upline and/or downline Organization Promoter with tact, sensitivity, and goodwill, and taking care not to create additional conflict.
  - (iii) Retra Promoters must be honest, responsible, professional, and conduct themselves with integrity.
  - (iv) Retra Promoters shall not make disparaging statements about Retra, other Promoters, Retra employees, product suppliers or agents, products, services, sales, and marketing campaigns, or the Compensation Plan.
  - (v) Retra Promoters shall not make statements that unreasonably offend, mislead, or coerce others.
- d) Retra may take appropriate action against a Promoter if it determines, in its sole discretion, that a Promoter's conduct is detrimental, disruptive, or injurious to Retra or other Promoters.

### **1.3 The Promoter Agreement**

- a) Throughout these Policies & Procedures, when the term “Agreement” is used, it collectively refers to the most current version of the following along with any addendums or exhibits thereto: (i) Retra Policies and Procedures; and (ii) Retra Compensation Plan.
- b) It is the responsibility of the Sponsoring Promoter to provide the most current version of these Policies and Procedures (available on the Retra website), the Income Disclosure Statement, the Compensation Plan, and any and all social media guidelines or any other guidelines which may be implemented from time to time and any amendments thereto to their downline Promoter. The Income Disclosure Statement is attached as Addendum 2 and is incorporated by reference for all purposes.

### **1.4 Amendments to the Promoter Agreement**

- a) Because federal, state, and local laws, as well as the business environment, periodically change, Retra reserves the right to amend the Agreement as set forth on its website in its sole and absolute discretion. Notification of amendments shall appear in official Retra materials, Retra website, social media outlets, and/or Promoter’s back office.
- b) Any such amendment, change, or modification shall be effective thirty (30) days following notice by one of the following methods:
  - (i) Posting on the official Retra website;
  - (ii) Electronic mail (e-mail); or
  - (iii) Any Retra communication channels or social media outlets (i.e., Facebook, Instagram, Twitter, and/or Retra App).

## **2.0 BASIC PRINCIPLES**

### **2.1 Becoming a Retra Promoter**

- a) To become a Promoter, an applicant must:
  - (i) Be of the age of majority (not a minor) in his or her state of residence;
  - (ii) Reside or have a valid address in the United States or U.S. territory in which Retra is licensed to operate.
  - (iii) Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number (EIN);
  - (iv) Enter a verified mobile phone number, which is not in use or associated with any other Retra accounts, which will be verified through a verification code sent to the applicant’s mobile phone number.
  - (v) Acknowledge and agree to all communications sent by Retra, (including but not limited to emails, texts, broadcasts, letters, etc.) with the choice to “opt-out” of these communications.



## **2.2 New Promoter Enrollment**

- a) A potential new Promoter may self-enroll on any Promoter/Sponsor's website, subject to acceptance by Retra of the applicant's online enrollment confirming the applicant has agreed to all terms and conditions of the Promoter Agreement.
- b) Electronically submitted and/or signed documents, including, but not limited to, online submissions, automated credit card processing authorization documents, and the Promoter Agreement are legally binding contracts that must not be altered, tampered with, or changed in any manner after they have been signed and/or submitted. False or misleading information, forged signatures, or alterations to any document, including business registration forms, may lead to sanctions, up to and including involuntary termination of the offending Promoter's Account.
- c) An applicant enrolling with Retra must identify a Sponsor in the online enrollment process. If the applicant later enrolls and identifies a different Sponsor, Retra will not accept the later enrollment. Retra reserves the right, at its sole discretion, to make the final decision with respect to any disputes regarding Promoter enrollments and Sponsors

## **3.0 RETRA PROMOTER RESPONSIBILITIES**

### **3.1 Correct Address**

- a) It is the responsibility of the Promoter or Customer to make sure Retra has the correct shipping address before any orders are shipped.
- b) A Promoter and/or Customer will need to allow up to seventy-two (72) hours for processing after the notice of address change has been received by Retra Support Team.

### **3.2 Training and Leadership**

- a) Sponsoring Promoters should have ongoing contact and communication with the Promoters in their downline Organizations. Examples of communication may include but are not limited to, newsletters, written correspondence, personal telephone calls, team conference calls, voicemail, e-mail, personal meetings, training sessions, events, workshops, and any other related functions.
- b) A Sponsoring Retra Promoter should monitor the Promoter in his or her downline Organizations to ensure that downline Promoters do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, a Sponsoring Promoter must provide documented evidence to Retra of his or her ongoing fulfillment of the responsibilities set forth in this Section 3.2.
- c) Up-line Promoters are encouraged to educate and train new Promoters about Retra's products and services, effective sales techniques, the Compensation Plan, along with compliance with these Policies and Procedures, and any and all social media guidelines or any other guidelines issued by Retra. Marketing product is a required activity in Retra and must be emphasized in all Recruiting presentations.

- d) Use of Sales Aids. To promote Retra products and the Retra business opportunity, Promoters are encouraged to use the sales aids and support materials produced or expressly authorized by Retra. Promoters may use and publish marketing materials they design only after such materials have been approved by Retra. A Promoter's unauthorized use of sales aids or promotional materials, including but not limited to Internet advertising, social media marketing on Facebook, Instagram, and like, is a violation of these Policies and Procedures. Additionally, publishing marketing materials that violate any number of statutes or regulatory laws governing how Retra's products or business opportunity may be marketed is a violation of these Policies and Procedures and may result in immediate termination of the publisher's Retra Account. Any such violations could jeopardize the Retra's opportunity for all Promoters. Accordingly, Promoters must submit via email all sales aids, promotional materials, advertisements, websites, training material, flyers, along with any other literature to Retra's Compliance Department for approval prior to use at [compliance@goretra.com](mailto:compliance@goretra.com). Unless the Promoter receives specific written approval to use the material(s), the request shall be deemed denied. All Promoters shall safeguard and promote the good reputation of Retra and its products. The marketing and promotion of Retra, the Retra opportunity, the Compensation Plan, and Retra products and services shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices.

### **3.3 Sponsorship**

- a) The Sponsor is the person who introduces a Promoter or Customer to Retra, helps them complete their enrollment, and supports and trains those in their downline.
- b) Retra recognizes the Sponsor as the name shown on an applicant's first enrollment submission to Retra.
- c) An applicant may not enroll with Retra as a Promoter without personally accepting and agreeing to the terms and conditions of the Retra Agreement.
- d) Retra recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but Retra will not allow Promoters to engage in unethical sponsoring activities.
- e) All active Promoters in good standing have the right to Sponsor and enroll others into Retra. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Promoter will approach the same prospect. In this scenario, the new prospect should be Sponsored by the first Promoter who presented a comprehensive introduction to Retra products or business opportunity.
- f) In the event of a dispute regarding Sponsorship, Retra reserves the right to designate a prospect's Sponsor and all such determinations are final.

### **3.4 Unethical Sponsoring**

- a) Unethical sponsoring activities include but are not limited to, enticing, bidding, or engaging in unhealthy competition by attempting to acquire a prospect or new Promoter away from a fellow Promoter or influencing another Promoter to transfer to a different sponsor.
- b) Allegations of unethical sponsoring must be reported in writing to the Retra Compliance Department within the first 30 days of the new Promoter enrollment in question. If the

reports are substantiated, Retra may transfer the Promoter or the Promoter's downline to another Sponsor or Organization without approval from the current up-line Sponsor. Retra remains the final authority in such cases.

- c) Retra prohibits the unauthorized manipulation of the Retra Compensation Plan and/or marketing plan to trigger commissions or cause the promotion of a downline Promoter in an unearned manner (hereinafter, "Stacking."). For example, Stacking occurs when a Sponsor places Promoter(s) under an inactive downline without the Promoter's knowledge in order to trigger unearned qualification for commissioning purposes. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense that may result in immediate termination of Accounts of all Promoters, individuals, and/or entities found to be involved.
- d) Any Promoter who solicits or entices members of another direct sales company to sell or distribute Retra products and services bears the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Promoter alleging that they engaged in inappropriate Recruiting of another company's sales force or customers, Retra will not pay any of the Promoter's defense costs or legal fees, nor will Retra indemnify the Promoter for any judgment, award, or settlement.

### **3.5 Cross Sponsoring Prohibition**

- a) "Cross sponsoring" is defined as the enrollment into a different Line of Sponsorship of an individual, or Business Entity, that was already previously enrolled as a Promoter. Actual or attempted Cross Sponsoring is strictly prohibited and may result in termination of the offending Promoter's Account.
- b) Enrollment through use of a Spouse or relative's name, trade name, assumed name, Business Entity, or fictitious identification of any kind to evade or circumvent this Cross Sponsoring Policy is strictly prohibited.
- c) This Policy does not prohibit the transfer of a Retra Account and business in accordance with the Transfer of Sale or Transfer Policy set forth in these Policies.

### **3.6 Solicitation for Other Companies or Products**

- a) A Retra Promoter and/or Customer may participate in other direct sales, multilevel, network marketing, or relationship marketing businesses or marketing opportunities. However, during the Term of this Agreement and for six (6) months thereafter, a Retra Promoter may not recruit any fellow Retra Promoter or Customer for any other direct sales or network marketing business, unless that fellow Promoter or Customer was personally sponsored by such Promoter.
- b) The term "recruit" means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Promoter, or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Promoter's actions are in response to an inquiry made by another Promoter or Customer.

- c) A Promoter may sell other products or services to the Retra Customers and Promoters that they personally sponsored.
- d) A Promoter may not display or bundle Retra products or services, in sales literature, on a website, or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Promoter into believing there is a relationship between the Retra and non-Retra products and services.
- e) A Retra Promoter may not offer any non-Retra opportunity, products, or services at any Retra-related meeting, live or virtual, event, seminar, or convention that other Retra Promoters or Customers are known to be attending, or immediately following a Retra event.
- f) A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Retra and its Promoters and would inflict irreparable harm on Retra. In such event, Retra may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Promoter or such Promoter's positions including termination, or seek immediate injunctive relief without the necessity of posting a bond in addition to any other legal remedies to which Retra may be entitled.

#### **4.0 AGREEMENTS & GENERAL UNDERSTANDINGS**

##### **4.1 Rights Granted**

- a) Retra hereby grants to the Promoter a non-exclusive right, based upon the terms and conditions contained in the Agreement to:
  - (i) Purchase Retra products and services;
  - (ii) Promote and sell Retra products and services; and
  - (iii) Sponsor new Promoters and Customers in countries where Retra is currently authorized to do business or becomes authorized to do business in the future.
- b) No feature of the Compensation Plan constitutes a personal purchase requirement to become a Promoter, move up in rank, or otherwise fully participate in the Compensation Plan. No product purchase is required of anyone at any time to fully participate as a Promoter.

##### **4.2 Retra Account Renewals and Termination of the Promoter's Retra Account Due to Nonpayment of the Annual Membership Renewal Fee.**

- a) A Promoter must pay a membership fee upon enrolling with Retra and a membership renewal fee on an annual basis thereafter. If a Promoter fails to pay the annual membership renewal fee within sixty (60) days of when it is due, the Promoter's Account will be terminated and the Promoter will lose any and all rights to the Account downline Organization, and any commissions and/or bonuses associated therewith. The Promoter shall not be eligible to re-enroll with Retra as a Promoter for six (6) months following termination of the Account. Upon termination of the Account, the downline Organization will roll up to the immediate, active Upline Sponsor.

- b) If a Promoter pays the membership renewal fee after it is due but within the sixty (60) day grace period set forth in Section 4.2(a) above, the Promoter will resume the rank and positions held immediately prior to the membership renewal fee due date. However, such Promoter's paid as level will not be restored unless that Promoter qualifies at that level in the new month. The Promoter is not eligible to receive commissions or bonuses for any part of the sixty (60) day grace period that the annual membership renewal fee is unpaid.

#### **4.3 Effect of Termination**

- a) Following voluntary or involuntary termination of a Promoter's Retra Account (collectively, "termination") such Promoter:
  - (i) Shall have no right, title, claim, or interest to any commission or bonus from the sales generated by the Promoter's former Organization or any other payments in association with the Promoter's terminated Account;
  - (ii) Effectively waives any and all claims to property rights or any interest in or to the Promoter's former Downline Organization; and
  - (iii) Shall receive commissions and bonuses only for the last full pay period in which the Promoter was active prior to termination, less any amounts withheld during an investigation preceding an involuntary termination, and less any other amounts owed to Retra.
  - (iv) Upon termination or dormancy due to inactivity for one (1) year or more, the Promoter forfeits all funds in its commissions and/or Pay-Out Accounts and authorizes Retra to seize funds and close the Accounts.

#### **4.4 Modifying a Promoter's Retra Account**

- a) A Promoter may modify his or her existing Retra Account to add a Spouse or partner to the Promoter's Account or change the form of ownership from an individual to a Business Entity by submitting a written request to Retra's Support Department to make such modification.

#### **4.5 Unauthorized Transfer & Re-Enrollment**

- a) In the event a Promoter discovers that a Promoter in their downline has re-enrolled under a different Promoter, the Promoter has thirty (30) days from the date the downline Promoter enrolled under a new Promoter to notify the Retra Compliance department and request the downline Promoter be transferred back to his/her downline. Upon the expiration of the thirty (30) day notice period, the right to re-claim a new Promoter to his or her downline will be waived.

#### **4.6 Change of Sponsors for Promoter**

- a) Sponsor changes/corrections may be requested within a period of 72 hours from the time of enrollment. Such adjustments require written permission directed to the Support Department submitted from the personal back office of the Sponsor as well as the Promoter to be moved and in some cases the Upline Promoter.

- b) Sponsor changes are generally not permitted. However, sponsor corrections can be made if they are reported to the Support Department within seventy-two (72) hours from the time of enrollment. Sponsor corrections must be requested from the Promoter's back office of the current (original) Sponsor, stating the reason that the correction needs to be made.
- c) At the discretion of Retra, Promoters who have not ordered products or services for at least twelve (12) months, and whose Account has not been terminated, are eligible to re-enroll in Retra under the Sponsor of their choice.
- d) When a former Promoter re-enrolls with Retra, Retra will "compress" (close) the Promoter's original Account, and a new Retra User ID number will be issued to the Promoter. In this scenario, a Promoter does not retain former rank, downline Organization, or rights to commissions from the Promoter's former Retra business or Account.
- e) Retra reserves the right to correct Sponsor errors at any time and in whatever manner it deems necessary in its sole discretion.

#### **4.7 Change Organizations**

- a) If a Promoter wishes to change Organizations within Retra, he or she must submit a notice of voluntary termination to the Retra Customer Support Department in accordance with Section 4.8 (below) and remain inactive (place no orders or be on an auto-ship) with or in Retra for six (6) months from the receipt of the notice before being eligible to re-enroll under a different Sponsor.
- b) Retra retains the right to approve or deny any request to re-enroll after a Promoter's termination. Promoters within the same downline Organization simultaneously submitting notices of voluntary termination to transfer Organization in accordance with Section 4.7(a) will be deemed an abuse of these Policies.
- c) If re-enrollment is approved, the former Promoter will be issued a new Retra User ID after accepting and agreeing to the terms of the Promoter Agreement in effect at that time. The re-enrolled Promoter will not be entitled to keep any former rank, downline, or rights to commissions associated with the Promoter's prior Retra User ID/Account.

#### **4.8 Voluntary Termination**

- a) A Promoter may immediately terminate his or her Account and Retra business associated therewith by submitting a written notice via email to the Retra Support Department [support@goretra.com](mailto:support@goretra.com). The written notice must include the following:
  - (i) Statement of the Promoter's intent to terminate the Account;
  - (ii) Date of termination;
  - (iii) Promoter's Retra User ID;
  - (iv) Reason(s) for terminating the Account, and
  - (v) Promoter's signature.

- b) A Promoter may not use voluntary termination as a way to immediately change Sponsors. A Promoter who has voluntarily terminated an Account is not eligible to re-enroll with Retra or have any financial interest in a or any Retra business for six (6) months from the receipt of the written notice of termination. A terminated Promoter who promotes Retra products or services during the six (6) month waiting period by using another Promoter's or Customer's referral code is in violation of the provision and shall not be permitted to re-enroll until six (6) months following any such offending conduct has ceased.

#### **4.9 Involuntary Termination**

- a) Retra reserves the right to terminate a Promoter's position for, but not limited to, the following reasons:
  - (i) Violation of any provision of the Promoter Agreement;
  - (ii) Violation of any applicable law, ordinance, or regulation related to the Promoter's Retra business;
  - (iii) Engaging in unethical business practices or violating standards of fair dealing; or
  - (iv) Returning over \$500 worth of Retra products, services, and/or sales tools for a refund within a twelve (12) month period.
- b) Retra will notify the Promoter in writing via email certified mail, return receipt requested, or overnight documented mail, at the Promoter's last known address of Promoter's intent to terminate the Promoter's position and the reasons for termination. The involuntary termination will be effective date as of the written notice.
- c) The former Promoter shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Retra products or services. Retra will notify the active Upline Sponsor within ten (10) days after termination. The Organization of the terminated Promoter will "roll up" to the active Upline Sponsor on record.
- d) The Promoter who is involuntarily terminated by Retra may not re-enroll as a Promoter, either under his or her present name or any other name or Business Entity, without the express written consent of an officer of Retra, following a review by the Retra Compliance Committee. If such consent is granted, the Promoter may not re-enroll as a Promoter for twelve (12) months following the date of termination.

#### **5.0 BUSINESS ENTITIES**

##### **5.1 Definition**

- a) A corporation, partnership, limited liability company, or trust (collectively, a "Business Entity") may apply to be a Retra Promoter.
- b) A Retra Promoter may change their status under the same Sponsor from an individual to a Business Entity in accordance with Section 4.4 of these Policies.

## **5.2 Indemnification for Actions**

- a) A Promoter is fully responsible for all of his or her verbal and written communications made regarding Retra products, services, and the Compensation Plan that are not expressly contained within official Retra materials. Promoters shall indemnify and hold harmless Retra, its directors, officers, employees, product suppliers, and agents from any and against all liability including judgments, civil penalties, refunds, lawyer fees, and court costs incurred by Retra as a result of the Promoter's unauthorized representations or actions. This provision shall survive the termination of the Retra Promoter Agreement and a Retra Account.

## **5.3 Insurance**

- a) Retra encourages Promoters to obtain insurance coverage for their Retra business. A homeowner's insurance policy does not cover business-related injuries, or the theft of, or damage to, inventory or business equipment. Promoters should contact their insurance agent to make certain their business property is protected. In many instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

## **6.0 POLICY VIOLATIONS**

### **6.1 Reporting Policy Violation**

- a) A Promoter who observes a violation of these Policies and Procedures by another Promoter or Customer should submit any such violation(s) to the Retra Compliance Department via email to [compliance@goretra.com](mailto:compliance@goretra.com). The email should include:
  - (i) The nature of the violation(s);
  - (ii) Specific facts to support the allegations;
  - (iii) Dates;
  - (iv) Number of occurrences;
  - (v) Persons involved; and
  - (vi) Supporting documentation.
- b) The Compliance Department will investigate the reported violations(s) and Retra will take appropriate action if warranted.

### **6.2 Adherence to the Retra Compensation Plan**

- a) A Promoter must adhere to the terms of the Retra Compensation Plan.
- b) A Promoter shall not offer the Retra opportunity through or in combination with, any other system, program, or method of marketing other than that specifically set forth in Official Retra Literature.



- c) A Promoter shall not require or encourage a current or prospective Promoter to participate in Retra in any manner that varies from the Compensation Plan as set forth in official Retra literature.
- d) A Promoter shall not require or encourage a current or prospective Promoter to make a purchase from or payment to any individual or other entity as a condition to participating in the Retra Compensation Plan.

### **6.3 Adherence to Laws and Ordinances**

- a) Many cities, counties, and townships have laws regulating certain home-based businesses. Promoters and Customers shall comply with all federal, state, and local laws, ordinances, and regulations in conducting his or her Retra business.
- b) A Promoter understands and agrees that he/she/it is solely responsible for any and all fines and liabilities incurred as a result of the Promoter's or Customer's violation(s) of applicable laws, regulations, and/or ordinances.

### **6.4 Compliance with Applicable Income Tax Laws**

- a) A Promoter accepts sole responsibility for and agrees to pay all federal, state, provincial, and local taxes on any income generated as a Promoter, and further agrees to indemnify Retra from any failure to pay such taxes when due. Retra encourages Promoters to consult with his/her/its tax advisor(s) to ensure they are compliant with all applicable laws and understand the tax consequences of a Retra business
- b) If a Promoter's business is tax-exempt, the Federal Tax-ID (EIN) must be provided to Retra in writing along with any additional documentation requested reflecting such status.
- c) Retra is required to charge and remit sales tax to the various states or provinces based on the retail price, including receipt of trips, prizes, or awards in the amount of \$600.00 or more.

### **6.5 One Retra Business Promoter**

- a) A Promoter may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) Retra Account. No individual may have, operate, or receive compensation from more than one Retra Account and business associate therewith. Individuals of the same Family Unit, excluding spouses, may each enter into or have an interest in their own separate Retra Account, only if each subsequent family position is placed frontline to the first family member enrolled. Each position must build their position separate and independent of the other or the position will be deemed to be stacking.

### **6.6 Actions of Household Members or Affiliated Parties**

- a) If any member of a Promoter's immediate household engages in any activity which, if performed by the Promoter, would violate any provision of the Promoter Agreement, such activity will be deemed a violation by the Promoter, and Retra may take disciplinary action pursuant to these Policies and Procedures against the Promoter. Likewise, if a Promoter

is a Business Entity, any owner, member, officer, and/or Promoter of that Business Entity shall be personally and individually bound to and must comply with the Promoter Agreement.

#### **6.7 Identification Numbers and Pay-Out**

- a) Each Promoter is required to provide a Social Security Number or Federal Tax ID if located in the United States or any of its territories to Retra at the time the Promoter initiates a transfer of funds or earnings accumulated in the Promoter's Wallet. The transferring and disbursement of commission payments or bonuses acquired is known as a "Pay-Out" and Retra reserves the right to withhold Pay-Out from any Promoter who fails to provide a valid Social Security Number or Federal Tax-ID (EIN) or who provides false information.
- b) Upon enrollment, Retra will provide a Retra User ID to the Promoter. This number will be used to place orders, structure Organizations, and track commissions and bonuses.

#### **6.8 Sell, Assign, or Delegate Ownership**

- a) In order to preserve the integrity of the hierarchical structure, it is necessary for Retra to place restrictions on the transfer, assignment, or sale of a Promoter's Retra Account and business associated therewith.
- b) A Promoter may not sell, assign, or transfer his or her rights or delegate his or her Account as a Promoter without Retra's prior written approval, which will not be unreasonably withheld. All parties involved in any transaction described in Section 6.8 must be in good standing with Retra to be eligible for any proposed sale, assignment, or transfer. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Retra.
- c) Any approved buyer/assignee/transferee shall assume the position of the Promoter at the current qualified title but at the current "paid as" rank, at the time of the sale and acquires the Promoter's downline Organization.
- d) To the sale, transfer, or assignment of a Retra position, a Promoter must request a "Sale/Transfer of Position Form" from Retra's Support Department and submit the following items to Retra's Compliance Department:
  - (i) a fully executed, dated, and properly completed Retra Sale/Transfer of Position Form;
  - (ii) a fully executed, dated, and notarized agreement between the Promoter and the proposed buyer/transferee/assignee; and
  - (iii) any additional supporting documentation requested by Retra.
- e) Any debt obligations that any party involved in the proposed transaction may have with Retra must be satisfied in full prior to the approval of the sale, transfer, or assignment.
- f) A Promoter who sells, transfers, or assigns his/her/ Retra's position is not eligible to re-enroll as a Retra Promoter in any organization for six (6) full calendar months following the

date of the sale, transfer, or assignment except as otherwise expressly permitted by these Policies and Procedures.

## **6.9 Separating a Retra Business**

- a) Pending a divorce or dissolution of a 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 Retra business whereby the relinquishing Spouse, shareholder, partner, member, or trustee ("Relinquishing Party") authorize Retra to deal directly and solely with the non-Relinquishing Party.
  - (ii) The parties may continue to operate the Retra business jointly on a "business as usual" basis. All compensation paid by Retra will be paid into the Individual(s) or Business Entity named as the Promoter on the Account and the Promoter shall indemnify Retra from any and all claims of any other party with respect to the Retra business and Account and any payment(s) made in connection therewith.
- b) Retra recognizes only one downline Organization and will issue only one commission payment transfer per Retra Account per commission cycle. Under no circumstances will the downline of an Organization be divided, nor will Retra split commissions and/or bonuses.
- c) If a Relinquishing Party, has completely relinquished, in writing, all rights to the original Retra business and Account, the Relinquishing Party may immediately thereafter re-enroll under the Sponsor of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Promoter or active Customer in the former Organization, and must develop a new business in the same manner as any other new Retra Promoter. A Promoter 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 4.0.

## **6.10 Succession**

- a) The Promoter Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- b) Upon the death or incapacity of a Promoter, the Promoter's business may be passed on to his or her legal successors in interest ("Successor"). Whenever a Retra business is transferred by a will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Promoter's Sales Organization. The Successor must:
  - (i) Accept and agree to all the terms of the Promoter Agreement;
  - (ii) Comply with the terms and provisions of the Promoter Agreement; and
  - (iii) Meet all of the qualifications for the last rank achieved by the former Promoter.

- c) Any bonus and commissions transferred pursuant to this section will be paid in a single transfer to the successor. The successor must provide Retra with an “address of record” to which all bonus and commission Pay-Out will be sent. Payments will be based on the current performance of the position, not the highest rank or volume achieved.
- d) If the business is bequeathed to joint devisees, they must form a Business Entity and acquire a Federal Tax ID (EIN). Retra will issue all bonus and commission payments to the managing Business Entity only.
- e) Appropriate legal documentation must be submitted to the Retra Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Retra business, the Successor must provide the following to the Retra Compliance Department:
  - (i) A certified copy of the death certificate; and
  - (ii) A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the Retra business.
- f) To complete a transfer of the Retra business because of incapacity, the Successor must provide the following to the Retra Compliance Department:
  - (i) A notarized copy of an appointment as trustee;
  - (ii) A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Retra business; and
  - (iii) A Promoter Agreement accepted and agreed to by the trustee in writing.
- g) If the Successor is already an existing Promoter, Retra will allow such Promoters to keep his or her own position plus the inherited position active for up to six (6) months. By the end of the six (6) month period, the Promoter must have compressed (if applicable), sold, or otherwise transferred either the existing position or the inherited position.
- h) If the Successor wishes to terminate the Retra position, he or she must submit a notarized statement stating the desire to terminate the position, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation.
- i) Upon written request, Retra may grant a one (1) month bereavement waiver and payout at the last “paid as” rank.

## **7.0 DISCIPLINARY ACTIONS**

### **7.1 Imposition of Disciplinary Action - Purpose**

- a) It is the spirit of Retra that integrity and fairness should pervade among its Promoters, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Retra reserves the right to impose disciplinary sanctions at any time, when it has determined that a Promoter has violated the Promoter Agreement, as may be amended from time to time by Retra in accordance herewith.

## 7.2 Consequences and Remedies of Breach

- a) Disciplinary actions may include one or more of the following:
  - (i) Monitoring a Promoter's conduct over a specified period of time to assure compliance;
  - (ii) Alerting the Promoter's Upline so that the Upline may further educate the Promoter and/or take proactive action to protect the Retra community from cross-Recruiting, disparagement, etc.;
  - (iii) Issuance of a written warning or requiring the Promoter to take immediate corrective action;
  - (iv) Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments ("Commission Hold") until the matter causing the Commission Hold is resolved or until Retra receives adequate additional assurances from the Promoter to ensure future compliance;
  - (v) Suspension from participation in Retra or Promoter events, rewards, or recognition;
  - (vi) Suspension of the Promoter's Account and position for one or more pay periods;
  - (vii) Involuntary termination of the Promoter's Account and position;
  - (viii) Any other measure which Retra deems feasible and appropriate to justly resolve injuries caused by the Promoter's violation(s); or
  - (ix) Legal proceedings for monetary or equitable relief.

## 7.3 Suspension Procedures

- a) First Violation: Counseling and initial warning letter. A first violation usually occurs because the Promoter is not familiar with the Policies and Procedures or the law. Counseling and the initial warning provide an opportunity for Compliance to bring to the attention of the Promoter the Policies and Procedures and the specific violation, and to provide counseling on complying with the Policies and Procedures and applicable laws. Compliance Department will also describe expectations and steps the Promoter must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations. Within three (3) days of this notice, Compliance will determine if the non-compliant material or other policy violation has been remediated. If so, Compliance will close the file. If not, Compliance will proceed to the 2nd Violation notice described below.
- b) Second Violation: Second warning letter and temporary suspension. Although it is hoped that the Promoter will promptly correct the violation(s), Retra recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations and will prompt a suspension of the Promoter's account. During the suspension period, the Promoter waives any and all rights to Pay-Out of any bonuses or commissions and must submit a signed reinstatement letter wherein the Promoter acknowledges the violation(s)

and describes the steps taken to correct the violation(s). Once the reinstatement letter is accepted by Retra, the suspension will be lifted, and the Promoter will be able to request a Pay-Out. The Promoter may be subject to additional discipline up to and including termination if the violation is not cured or further violation(s) occur.

- c) Third Violation: Suspension and final written warning. Repeated violation(s) of the Policies and Procedures is very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Promoter and forfeiture of commissions and bonuses associated with the offending Promoter's Account. The final written warning letter will include notification of such suspension, action needed to cure the violations(s), and an indication that if the Promoter violates the Policies and Procedures again, the Promoter will be terminated immediately.
- d) Fourth Violation: Termination. As described above, Retra will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final written warning, and suspension and commissions forfeiture before proceeding to termination of the Promoter's Account. Retra will notify the Promoter in writing if/when the Account is terminated.
- e) Retra reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, the Promoter may be terminated without prior notice or disciplinary action, as authorized by the Policies and Procedures.

## **8.0 DISPUTE RESOLUTION**

### **8.1 Grievances Against Another Promoter**

- a) If a Retra Promoter has a grievance or complaint against another Promoter regarding any practice or conduct relating to their respective Retra businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Retra Compliance Department as outlined below in this Section.
- b) The Retra Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Promoters involved.
- c) Retra will confine its involvement to disputes regarding Retra business matters only. Retra will not decide issues that involve personality conflicts or unprofessional conduct by or between Promoters outside the context of a Retra business. These issues go beyond the scope of Retra and may not be used to justify a Sponsor change or a transfer to another Retra Organization.
- d) Retra does not consider, enforce, or mediate third-party agreements between Promoters, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- e) Process for Grievances:
  - (i) The Promoter should submit a letter of complaint via email directly to the Retra Compliance Department at [compliance@goretra.com](mailto:compliance@goretra.com). The letter shall set forth the details of the incident as follows:

- A. The nature of the violation;
  - B. Specific facts to support the allegations;
  - C. Dates;
  - D. Number of occurrences;
  - E. Persons involved; and
  - F. Supporting documentation.
- (ii) Upon receipt of the written complaint, Retra will conduct an investigation according to the following procedures:
- A. The Compliance Department will send an acknowledgment of receipt to the complaining Promoter;
  - B. The Compliance Department will provide a verbal or written notice of the allegation to the Promoter under investigation. If a written notice is sent to the Promoter, he or she will have 10 business days from the date of the notification letter to present all information relating to the incident for review by Retra.
  - C. The Retra Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case-by-case basis, and the length of time to reach a resolution will vary.
  - D. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Promoter calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- f) Retra will make a final decision and timely notify the Retra Promoter involved.

## **8.2 Mediation Disputes Between a Promoter and Retra**

- a) Promoter and Retra (collectively “the Parties”) recognize disputes and differences may arise between the Parties and therefore agree it is in their best interest to appoint an impartial mediator to resolve such disputes as they arise. Mediation of a dispute may allow the parties to avoid the cost and inconvenience of litigation in court.
- b) The Parties should exchange all documents pertinent to the relief requested. The mediator may request the exchange of memoranda and other information; items that a party wishes to keep confidential may be sent to the mediator in a separate communication.
- c) The mediator shall not be a legal representative of any party.

- d) Unless otherwise agreed to by the Parties, the mediation shall take place in Collin County, Texas, on a date that is mutually agreeable among the Parties and mediator. Participation in the mediation by telephone will be permitted to prevent inconvenience to a party.
- e) The mediator shall allow the Parties to be represented by their respective advocates, who have the authority to consummate a settlement. Any party may participate without representation (pro se).
- f) Mediation sessions and related mediation communications are private proceedings. For this reason, only the Parties and their legal representatives may attend mediation sessions. Other persons may attend only with the permission of the Parties and with the consent of the mediator.
- g) Each Party will pay its own costs and expenses of the mediation unless the Parties agree otherwise.
- h) The Parties agree that all mediation communications are privileged and not subject to discovery or admissible in evidence in a proceeding unless waived or precluded by both Parties or unless the evidence would otherwise be admissible or subject to discovery if it were not by reason of its disclosure or use in mediation.
- i) Jurisdiction and venue of any controversy or claim brought under this mediation provision shall be in Collin County, Texas. The Parties further agree that the laws of the State of Texas shall govern all matters, claims, or controversy submitted to mediation pursuant to the Agreement.

### **8.3 Severability**

- a) If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

### **8.4 Waiver**

- a) Only an officer of Retra can, in writing, affect a waiver of these Policies and Procedures. Retra's waiver of any particular breach by a Promoter shall not affect Retra's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Promoter.
- b) The existence of any claim or cause of action of a Promoter against Retra shall not constitute a defense to Retra's enforcement of any term or provision of these Policies and Procedures.

### **8.5 Governing Law**

- a) The Parties agree that jurisdiction and venue of any controversy or claim arising from the Promoter Agreement or between Retra and Promoter shall be in Collin County, Texas. The law of the State of Texas shall govern all matters relating to or arising from the Promoter Agreement or between Retra and Promoter, without regard for any provisions regarding choice of law.



## **8.6 Class Action Waiver**

- a) The parties expressly intend and agree that:
  - (i) Class action and representative action procedures are hereby waived and shall not be asserted, nor will they apply, in any court or arbitration; and
  - (ii) The parties will only submit their own, individual claims in any court or arbitration and will not seek to represent the interests of any other person.
- b) The court or arbitrator is not empowered to consolidate claims of different individuals into one proceeding, to hear any litigation or arbitration as a class action.
- c) As a Retra Promoter and/or Customer, I agree that I will not assert class or collective action claims against Retra in arbitration, court, or otherwise, nor will I join or serve as a member of a class or collective action in arbitration, court or otherwise.
- d) As a Promoter and/or Customer, I understand that this means that there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class or collective action by me or Retra.

## **9.0 PAYMENT OF COMMISSIONS & BONUSES**

### **9.1 Bonus and Commission Qualifications**

- a) A Promoter must be active and in compliance with the Promoter Agreement and all Retra-issued guidelines and policies implemented to qualify for bonuses and commissions. So long as a Promoter complies with the terms and conditions set forth in the Promoter Agreement, Retra shall pay commissions to such Promoter in accordance with the Compensation Plan and any amendments thereto.
- b) Retra will not issue a payment in any form to a Promoter without the receipt of a Promoter's annual membership and renewal membership fee and completed electronic enrollment as a Retra Promoter, including the Promoter's acceptance and agreement to the Promoter Agreement.
- c) Retra reserves the right to postpone bonus and commission payments until such time the cumulative amount exceeds \$25.00.

### **9.2 Computation of Commissions and Discrepancies**

- a) In order to qualify to receive commissions and/or bonuses, a Promoter must be in good standing and comply with the terms of the Promoter Agreement. Commission, bonuses, overrides, and achievement levels are calculated on a daily, monthly, or yearly basis.
- b) A Retra Promoter must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the thirty (30) day "grace period" no additional requests will be considered for commission recalculations.
- c) For additional information on payment of commissions, please review the Compensation Plan.

- d) Retra reserves the right, in its sole discretion, to modify or amend the terms or conditions of any Bonus or Bonus Pool. Furthermore, Retra may amortize the payment of proceeds from a Bonus or Bonus Pool.

### **9.3 Adjustments to Bonuses and Commissions for Returned Products or Promoter Memberships**

- a) A Promoter receives bonuses and commissions based on the actual sales of Retra products and services to end consumers and to Promoters through product and service purchases. When a product or service is returned to Retra for a refund from the end consumer or by a Promoter, the bonuses and commissions attributable to the returned product or service will be deducted from the Promoter who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.
- b) In the event that a Promoter terminates his or her Retra Account, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by Retra, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Retra to the terminated Promoter.

## **10.0 ORDERING PRODUCT**

### **10.1 General Product Ordering Policies**

- a) "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or Business Entity as a Promoter or Customer without their knowledge or consent; (b) the fraudulent enrollment of an individual or Business Entity as a Promoter or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Promoters or Customers ("phantoms"); (d) purchasing Retra products or services on behalf of another Promoter or Customer or under another Promoter's or Customer's ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products, services or Autoships that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end consumers.
- b) Retra requires that Promoters use their own credit cards and not allow others to use them. A Promoter shall not use another Promoter's or Customer's credit card or debit account to enroll in Retra or purchase products, services, or Autoship.
- c) Regarding an order with an invalid or incorrect payment, Retra will attempt to contact the Promoter by phone, mail, and/or e-mail in order to obtain another form of payment. If these attempts are unsuccessful after the expiration of ten (10) business days, the order will be canceled.
- d) Prices are subject to change without notice.
- e) A Promoter or Customer who is a recipient of a damaged or incorrect order must notify Retra within thirty (30) calendar days from receipt of the order and follow the steps as set

forth in these Policies and Procedures, along with the Return/Exchange Policies and any other guidelines pertaining to product returns and exchanges.

## 10.2 Sales to Customers

- a) Sales to retail Customers may be done directly through a Promoter's replicated website or directly using product that Retra has in inventory.
- b) Promoters will comply with applicable consumer protection laws and regulations (including any consumer rights to receive specific notices and any rights to return product) afforded consumers under applicable consumer protection legislation.
- c) When making a sale to an end Customer, a Promoter must provide him/her with an official Retra retail receipt at or prior to the time of the initial sale and every sale thereafter. Promoters will need to customize the template with his/her personal information. If the customer exercises the right to cancel the sale, the Promoter shall follow the refund procedures described in this section.
- d) The Customer should return all unused product to Retra. These sales receipts set forth the consumer protection rights afforded by applicable law for direct sales, including the right to cancel (without any reason) the sales receipt up to ten (10) days after the end Customer receives a copy of the receipt or invoice.

## 10.3 Insufficient Funds

- a) All electronic payments that are declined for insufficient funds will be automatically resubmitted for payment.
- b) Any outstanding balance owed to Retra by a Promoter or Customer of a Promoter from NSF (non-sufficient funds) or insufficient fund ("ACH") fees, will be withheld by Retra from that Promoter's future bonus and commission funds.
- c) All transactions involving insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Promoter, constitute grounds for disciplinary sanctions or termination of the account.
- d) If a credit card order or automatic debit is declined the first time, the Customer or Promoter will be contacted directly and a request for an alternate form of payment will be made before any product will be shipped. If payment is declined a second time, the Customer or Promoter may be deemed ineligible to purchase Retra products or services or participate in the monthly Autoship. **Note: Participation by Promoters in Retra's monthly autoship, which is a recurring product order program, is entirely optional, and is not required in order to become a Promoter, move up in rank, or otherwise, fully participate in the Rewards Program.**

## 10.4 Credit Card Purchases

- a) Credit card purchases may only be made by the individual or Business Entity whose name and address are on the credit card. A Promoter or Customer may not use another individual's or Business Entity's credit card to purchase Retra products (regardless of whether that Promoter/Customer has permission from that individual/entity to do so). Retra

considers such transactions fraudulent and will report them to the proper authorities for settlement.

- b) Under no circumstance will any Promoter or Customer charge back any credit card purchases. The Promoter or Customer Account associated with any credit card chargeback request will be terminated immediately without notice to the Promoter or Customer.
- c) All Promoter or Customer requests for refunds or returns must be done in accordance with these Policies.

## 10.5 Sales Tax Obligation

- a) Promoters shall comply with all federal and local taxes and regulations governing the sale of Retra products and services.
- b) Retra will collect and remit sales tax on all Promoter and Customer orders. When orders are placed with Retra, sales tax is prepaid based upon the suggested retail price and remitted to the appropriate state and local jurisdictions. Promoters may recover the sales tax when he or she makes a sale. Promoters are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- c) Retra encourages each Promoter to consult with a tax advisor for additional information for his or her business.

## 10.6 Refund Policy

- a) Retra Customers:
  - (i) If within the first thirty (30) days you are not satisfied with the product you must contact [support@goretra.com](mailto:support@goretra.com) to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. After thirty (30) days and up to ninety (90) days post-purchase, you must [support@goretra.com](mailto:support@goretra.com) to return the remaining sellable portion of the product for a full refund, minus shipping and handling charges incurred. Because Retra cannot guarantee the quality of Retra products that are sold to Customers by non-Promoters, Retra's Refund Policy is not available for products that Customers purchase from anyone other than a Promoter or Retra directly or that are purchased in any unauthorized channel.
- b) Retra Promoter:
  - (i) If within the first thirty (30) days of the original purchase, you are not satisfied with the product, you must contact [support@goretra.com](mailto:support@goretra.com) to return the unused portion of the product for a full refund, minus shipping and handling charges. Your Promoter account will then be subject to six (6) months suspension.
  - (ii) Between thirty (30) and ninety (90) days, if you are not 100% satisfied with our products or are unable to sell them, you may return the items for a refund if the products are in a resalable condition. (\*Resalable condition means in sealed enclosed boxes with wrapper intact.) The refund shall be 70% percent of the original

price for all returned products. Any shipping and handling charges incurred will not be refunded.

- (iii) If you receive a product that is damaged or otherwise defective, you may return the product within thirty (30) days of receipt for a full refund or replacement product.
  
- c) Terminated Promoters. If a terminated Promoter has purchased Retra products, Retra will issue a refund or credit for any products purchased by the Promoter if: (i) the product is in Resalable condition; (ii) the Resalable product is returned to Retra within twenty (20) days from the date of termination; and (iii) the Promoter provides proof the product was purchased within twelve (12) months preceding the date of termination. [Note: the twelve (12) month requirements not applicable to residents of Maryland, Wyoming, Massachusetts, and Puerto Rico]. Refunds are subject to a ten percent (10%) handling fee. Shipping costs are not refundable.
  
- d) Problems with Shipments: If within thirty (30) days of the reported expected product delivery date, a Promoter does not notify [support@goretra.com](mailto:support@goretra.com) of a problem with the receipt of the Promoter's order, including but not limited to, failure to receive the product, improper sealing, damage to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given.
  
- e) All purchases are charged and refunded in U.S. Dollars. All returns, refunds, and exchanges will also be refunded or exchanged in U.S. Dollars. Retra is not responsible for fluctuating exchange rates.

## 10.7 Return Process

- a) All returns, whether by a Customer or Promoter, must be made as follows:
  - (i) Obtain a Return Merchandise Authorization ("RMA") from Retra by contacting [support@goretra.com](mailto:support@goretra.com) and submit a request.
  - (ii) Ship items to the address provided by Retra customer service when you receive your RMA.
  - (iii) Provide a copy of the sales receipt or invoice with the returned product. Such invoice must reference the RMA and include the reason for the return.
  - (iv) Ship product back in the original manufacturer's box exactly as it was delivered.
  - (v) All returns must be shipped to Retra pre-paid, as Retra does not accept shipping collect packages. Retra recommends shipping returned product by UPS or FedEx which includes tracking information and insurance, as risk of loss or damage in the shipping process of the returned product shall be borne solely by the Customer or Promoter. If the returned product is not received at the address provided on the RMA, it is the responsibility of the Customer or Promoter to trace the shipment of the product wherein no credit will be applied.
  - (vi) The return of \$500 or more of products accompanied by a request for a refund within one (1) calendar year by a Promoter, may constitute grounds for involuntary termination.

## **11.0 RETRA OPPORTUNITY**

### **11.1 Presentation of Compensation Plan**

- a) In presenting the Retra business opportunity, a Promoter is required to:
  - (i) present a copy of the Retra Income Disclosure Statement;
  - (ii) refrain from misquoting or omitting any material fact about the Compensation Plan;
  - (iii) clearly explain that the Compensation Plan is based upon sales of Retra products and services;
  - (iv) not make income projections, claims, or guarantees while presenting or discussing the Retra opportunity or Compensation Plan to prospective Promoters or Customers;
  - (v) inform all prospective Promoters that success requires substantial work;
  - (vi) not make any unsubstantiated claims regarding products or services of any products offered by Retra, except those contained in official Retra literature.
  - (vii) not use official Retra material to promote the Retra business opportunity in any country where Retra is not duly authorized to conduct business.

### **11.2 Sales Requirements Are Governed by the Compensation Plan**

- a) The Retra program is built on sales to the ultimate consumer or end-user. Retra encourages its Promoters to only purchase inventory, in reasonable quantities, that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Promoters must never attempt to influence any other Promoters to buy more products than they can reasonably use or sell to retail Customers in a month.
- b) Each Retra Promoter commits to personally use, sell, or use in business building at least seventy percent (70%) of every order placed with Retra prior to placing another order and must be able to certify as much if demanded by Retra or by any regulatory agency. Purchasing product solely for the purpose of collecting bonuses or achieving rank is strictly prohibited. Retra retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

## **12.0 PROPRIETARY INFORMATION & TRADE SECRETS**

### **12.1 Reports**

- a) By agreeing to the Retra Promoter Agreement, the Promoter acknowledges that business reports, lists of Customer and Promoter names and contact information, and any other information, which contain financial, scientific, or other information both written or otherwise circulated by Retra or pertaining to the business of Retra (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Retra.

## **12.2 Obligation of Confidentiality**

- a) During the term of the Retra Promoter Agreement and for a period of two (2) years after the termination or expiration of the Promoter Agreement between the Promoter and Retra, the Promoter shall not:
  - (i) Use the information in the Reports to compete with Retra or for any purpose other than promoting his or her Retra business;
  - (ii) Use or disclose to any person or entity any confidential information contained in the reports, including disclosure or use to replicate or attempt to replicate the Promoters' Upline and/or downline Organization genealogy in another network marketing company.

## **12.3 Breach and Remedies**

- a) The Promoter acknowledges that the Reports and other confidential and proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Retra and to independent Retra businesses. Retra and its Promoters will be entitled to injunctive relief and/or to recover damages against any Promoter who violates his or her obligations in section 12.2 in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs, and expenses in addition to any award of damages.

## **12.4 Return of Materials**

- a) Upon demand by Retra, any current or former Promoter will return the original and all copies of all Reports to Retra together with any Retra confidential information in such person's possession.

## **13.0 PRIVACY POLICY**

### **13.1 Introduction**

- a) This Privacy Policy is to ensure that all Customers and Promoters understand and adhere to the basic principles of confidentiality. Without limiting the terms of this section, all Promoters must comply with applicable privacy laws governing the collection, use, and disclosure of Customer and fellow Promoter information.

### **13.2 Expectation of Privacy**

- a) Retra recognizes and respects the importance its Customers and Promoters place on the privacy of their financial and personal information. Retra will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers', and Promoters' financial and account information and nonpublic personal information.
- b) By entering into the Promoter Agreement, a Promoter or Customer authorizes Retra to disclose his or her name and contact information to Upline Promoters solely for activities related to the furtherance of the Retra business. A Promoter hereby agrees to maintain the confidentiality and security of such information and to use it solely for the purpose of

supporting and servicing his or her downline Organization and conducting the Retra business.

### **13.3 Employee Access to Information**

- a) Retra limits the number of employees who have access to Customers' and Promoters' nonpublic personal information.

### **13.4 Restrictions on the Disclosure of Account Information**

- a) Retra will not share non-public personal information or financial information about current or former Customers or Promoters with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or Promoters' interests or to enforce its rights or obligations under the Promoter Agreement or with written permission from the account holder on file.

## **14.0 PRODUCT INSPECTION, QUALITY CONTROLS, ADVERTISING, PROMOTIONAL MATERIAL, USE OF RETRA NAMES AND TRADEMARKS**

### **14.1 Inspection, Product Care, and Quality Controls**

- a) Promptly upon receipt, Promoters shall inspect Retra products and their packaging for damage, broken seals, evidence of tampering, or other product defects. If a product is defective or damaged, Promoters shall not sell the product and must report the defect or damage to Retra. Promoters may return products that are damaged or otherwise defective within thirty (30) days of receipt for a full refund or replacement.
- b) Promoters must comply with all instructions provided by Retra regarding the proper care, storage, and handling of Retra products. Additionally, Promoters shall store all Retra products in a dry place at room temperature, away from direct sunlight. Members shall also regularly inspect inventory for products that are expired or that will expire within sixty (60) days and shall not sell any such products.
- c) If Retra discovers that a Promoter is not properly inspecting products upon receipt, not properly storing and caring for Retra products, and/or selling products that are damaged or otherwise defective, Retra will investigate the Promoter and take remedial and disciplinary action up to and including involuntary termination of the offending Promoter's Retra Account.

### **14.2 Labeling, Packaging, and Displaying Products**

- a) A Retra Promoter and/or Customer may not re-label, re-package, refill, or alter labels of any Retra product, or service, information, materials, or program(s) in any way. Retra products must only be sold in their original containers from Retra. Such re-labeling or re-packaging violates federal law, which may result in criminal or civil penalties or liability.
- b) A Retra Promoter shall not cause any Retra product or service or any Retra trade name to be sold or displayed in retail establishments except:
  - (i) Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas, and beauty salons);



- (ii) Where the retail establishment is owned or managed by the Retra Promoter and the store does not exceed \$1 million in annual gross revenue, and there are five (5) or fewer stores under common ownership of management.
- c) A Promoter may sell Retra products and services and display the Retra trade name at any appropriate display booth (such as trade shows, expositions, conferences, etc.) with the express written consent of Retra.
- d) A Promoter or Customer is prohibited to sell Retra products and services and display the Retra trade name, trademark, or service mark at any kiosk or booth located in any retail establishment, such as a mall or retail facility.
- e) Retra reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Retra opportunity.

### **14.3 Use of Company Names and Protected Materials**

- a) A Retra Promoter must safeguard and promote the good reputation of Retra and the products and services it markets. The marketing and promotion of Retra, the Retra business opportunity, the Compensation Plan, and Retra products and services will be consistent with the public interest and must avoid all discourteous, deceptive, misleading, unethical, or immoral conduct and practices.
- b) All promotional materials supplied or created by Retra must be used in their original form and cannot be changed, amended, or altered, except with prior written approval from the Retra Compliance Department.
- c) The name of Retra, each of its product and service names, and other names that have been adopted by Retra, in connection with its business are proprietary trade names, trademarks, and service marks of Retra. As such, these marks are of great value to Retra and are supplied to Promoters for their use only in an expressly authorized manner.
- d) A Retra Promoter's use of the name "Retra" is restricted to protect Retra proprietary rights, ensuring that the Retra-protected names will not be lost or compromised by unauthorized use. Use of the Retra name on any item not produced by Retra is prohibited except as follows:
  - (i) [Promoter's name] Independent Retra Promoter.
  - (ii) [Promoter's name] Independent Promoter of Retra products and services.
- e) Further procedures relating to the use of the Retra name are as follows:
  - (i) All stationary (i.e., letterhead, envelopes, and business cards) bearing the Retra name or logo intended for use by the Retra Promoter must be submitted via email to the Retra Compliance Department for approval. Submit to; [compliance@goretra.com](mailto:compliance@goretra.com).

- (ii) Retra Promoters may list "Independent Retra Promoter" in the white pages of the telephone directory under his or her own name.
- (iii) Retra Promoters may not use the name Retra in answering his or her telephone, creating a voice message, or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent Retra Promoter."
- f) Certain photos and graphic images used by Retra in its advertising, packaging, and websites are the results of paid contracts with outside vendors that do not extend to Promoters. If a Promoter wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- g) A Retra Promoter shall not appear on or make use of television or radio or make use of any other media to promote or discuss Retra or its programs, products, or services without prior written permission from the Retra Compliance Department.
- h) A Promoter may not produce for sale or distribution any company event or speech, nor may a Promoter reproduce Retra audio or video clips for sale or for personal use without prior written permission from the Retra Compliance Department.
- i) Retra reserves the right to rescind its prior approval of any sales aid or promotional materials to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Promoter.
- j) A Promoter shall not promote non-Retra products or services in conjunction with Retra products or services on the same social media site or same advertisement without prior approval from the Retra Compliance Department.
- k) Claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by Retra may not be made except those contained in official Retra literature. In particular, no Promoter may make any claim that Retra products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such unsubstantiated claims violate Retra policies, but they also potentially violate federal and provincial laws and regulations.
- l) A Promoter and/or Customer may not make any unsubstantiated claims regarding products or services of any products offered by Retra, except those contained in official Retra literature.

#### **14.4 Faxes and E-mail - Limitations**

- a) Except as provided in this section, a Promoter may not use or transmit unsolicited email, mass email distribution, other commercial electronic messages, or "spamming" that advertises or promotes the operation of his or her Retra business. The exceptions are:
  - (i) E-mailing any person who has given prior permission or invitation;
  - (ii) E-mailing any person with whom the Promoter has established a current business or personal relationship.

- b) In all states or the U.S. or International territories where prohibited by law, a Promoter may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer, or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- c) All e-mail or computer broadcasted documents subject to this provision shall include each of the following:
  - (i) A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words "advertisement" or "solicitation" should appear in the subject line of the message;
  - (ii) A clear return path or routing information;
  - (iii) The use of legal and proper domain name;
  - (iv) A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender;
  - (v) Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
  - (vi) The true and correct name of the sender, valid sender's fax or e-mail address, and a valid sender's physical address;
  - (vii) The date and time of the transmission; and
  - (viii) Upon notification by the recipient of his or her request not to receive further faxed or e-mailed documents, a Retra Promoter shall not transmit any further documents to that recipient.
- d) All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
  - (i) Use of any third-party domain name without permission; and
  - (ii) Sexually explicit materials.

#### **14.5 Internet and Third-Party Website Restrictions**

- a) A Promoter and/or Customer is prohibited from creating or registering any third-party website in order to promote, sell, or advertise their Retra business without Retra's express written approval. A Promoter and/or Customer is prohibited to use or attempt to register any of Retra's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Retra name, or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.

- b) A Retra Promoter and/or Customer may not (directly or indirectly through any intermediary or instrumentality) advertise, offer for sale, or facilitate the offering for sale of any Retra products or services or offer the Business Opportunity on any online auction websites, internet retailer sites, or online marketplace websites. Examples of such sites include but are not limited to, eBay®, Amazon, Facebook Marketplace, Sears.com, Jet.com, Walmart.com, and Etsy. This obligation survives the termination of a Promoter's Agreement with Retra.
- c) Social Media sites may be used to sell or offer to sell Retra products or services. PROFILES A PROMOTER OR CUSTOMER GENERATES IN ANY SOCIAL COMMUNITY WHERE Retra IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE PROMOTER AS AN INDEPENDENT Retra PROMOTER, and when a Promoter and/or Customer participates in those communities, Promoters and/or Customers 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 Retra's sole discretion, and the offending Promoter and/or Customer will be subject to disciplinary action. Banner ads and images used on these sites must be current and must come from the Retra approved library, official Retra website, or social media outlet. If a link is provided, it must link to the posting Promoter's Replicated website.
- d) Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Promoters will be subject to disciplinary action.
- e) Promoters and/or Customers may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Promoters or Customers create, or leave must be useful, unique, relevant, and specific to the blog's article.
- f) Promoters and/or Customers must disclose their full name on all Social Media postings and conspicuously identify themselves as an Independent Retra Promoter for Retra. Anonymous postings or the use of an alias is prohibited.
- g) Postings that are false, misleading, or deceptive are prohibited. This includes but is not limited to, false or deceptive postings relating to the Retra business opportunity or income therewith, Retra's products and services, and/or your biographic information and credentials.
- h) Promoters and/or Customers are personally responsible for their postings and all other online activity that relates to Retra. Therefore, even if a Promoter does not own or operate a blog or Social Media site if a Promoter and/or Customer posts to any such site that relates to Retra or which can be traced to Retra, the Promoter is responsible for the posting. Promoter and/or Customer are also responsible for postings that occur on any blog or Social Media site that the Promoter and/or Customer owns, operates, or controls.
- i) As a Retra Promoter, it is important to not converse with any person who places a negative post against you, other Promoters, or Retra. Report negative posts to Retra at [support@goretra.com](mailto:support@goretra.com). Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as Retra, and therefore damages the reputation and goodwill of Retra.
- j) The distinction between a Social Media site and a website may not be clear-cut because some Social Media sites are particularly robust, Retra, therefore, reserves the sole and

exclusive right to classify certain Social Media sites as third-party websites which are herein prohibited.

- k) If your Retra business is canceled for any reason, you must discontinue using the Retra name, and all of Retra's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an Independent Retra Promoter, you must conspicuously disclose that you are no longer an Independent Retra Promoter.
- l) Failure to comply with these Policies for conducting business online may result in the Promoter losing their right to advertise and market Retra products, services, and Retra's business opportunity online in addition to any other disciplinary action available under the Policies and Procedures.
- m) Promoters are prohibited from selling Retra products to individuals or entities that they know or should know, intend to resell the products. Promoters must sell Retra products only to end-user customers, and Promoters shall not sell to any person any quantity of Retra products greater than that generally purchased by an individual for personal use. Promoters must take reasonable steps to ensure that they do not violate these prohibitions.

#### **14.6 Advertising and Promotional Materials**

- a) You may not advertise any Retra products or services at a price LESS than the highest company published, established retail price of ONE offering of the Retra product or service plus shipping, handling, and applicable taxes. No special enticement advertising is allowed. This includes but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through Retra.
- b) Advertising and all forms of communications must adhere to principles of honesty and propriety.
- c) All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Retra Compliance Department.
- d) All requests for approvals with respect to advertising must be directed in writing to the Retra Compliance Department.
- e) Retra reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations and may require the removal of such advertisements from the marketplace without obligation to the affected Promoter.

#### **14.7 Testimonial Permission**

- a) By agreeing to the Retra Promoter Agreement, a Promoter gives Retra permission to use his or her 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 Retra business opportunity, a Promoter waives any right to be compensated for the use of his or her testimonial or image and likeness even though Retra

may be paid for items or sales materials containing such image and likeness and represents that any testimonial represents Promoter's current, original, honest opinion, thoughts, beliefs, findings or experiences, based on Promoter's actual experience with Retra and any stated use of Retra products and/or services, and agrees to notify Promoter immediately of any changes in the views expressed in the testimonial. In some cases, a Promoter's testimonial may appear in another Promoter's advertising materials. If a Promoter does not wish to participate in Retra sales and marketing materials, he or she should provide a written notice to the Retra Compliance Department 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.

#### **14.8 Telemarketing - Limitations**

- a) A Retra Promoter must not engage in telemarketing in relation to the operation of the Promoter's Retra business. The term "telemarketing" means the placing of one or more telephone calls, text messages, emails, or facsimile transmissions to an individual or entity to induce the purchase of Retra products or services or to recruit them for the Retra opportunity.
- b) The federal government administers the Unsolicited Telecommunication Rules and operates a national Do-Not-Call registry that requires businesses to refrain from calling phone numbers listed on the national "Do-Not-Call" list (DNCL) and or people who tell the caller directly not to call/fax in the future.
- c) While a Promoter may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Promoter to violate the law. These regulations must not be taken lightly, as they carry significant penalties.
- d) "Cold calls" or unsolicited calls/texts/emails/faxes made to prospective Customers or Promoters in order to promote Retra products, services, or the Retra business opportunity is considered telemarketing and is prohibited.
- e) Exceptions to Telemarketing Regulations. A Retra Promoter may place telephone calls or faxes to prospective Customers, or Promoters under the following limited situations:
  - (i) If the Promoter has an established current business relationship with the prospect;
  - (ii) In response to the prospect's personal inquiry or application regarding a product or service offered by the Retra Promoter, within 3 months immediately before the date of such a call/fax;
  - (iii) If the Promoter receives written and signed permission from the prospect authorizing the Promoter to call/fax;
  - (iv) If the call/fax is to family members, personal friends, and acquaintances. However, if a Promoter makes a habit of collecting business cards from everyone, he/she meets and subsequently calls/faxes them, the federal government may consider this a form of telemarketing that is not subject to this exemption; and

- (v) Retra Promoter engaged in calling “acquaintances,” must make such calls/faxes on an occasional basis only and not as a routine practice.
- f) A Promoter shall not use automatic telephone dialing systems in the operation of his or her Retra businesses.
- g) Failure to abide by Retra’s policies or federal regulations regarding telemarketing may lead to sanctions against the Promoter, up to and including termination of the Promoter’s Retra Account.
- h) By enrolling as a Promoter, or by accepting commissions, other payments, or awards from Retra, a Promoter gives permission to Retra and other Promoters to contact them as permitted under the Federal Do Not Call regulations.
- i) In the event a Promoter violates this section, Retra reserves the right to institute legal proceedings to obtain monetary or equitable relief.

## **15.0 INTERNATIONAL MARKETING**

### **15.1 International Marketing Policy**

- a) A Retra Promoter is authorized to sell Retra products and services, to Customers and Promoters only in the countries in which Retra is authorized to conduct business, according to the Policies and Procedures of each country. Retra Promoters may not sell products or services in any country where Retra products and services have not received applicable government authorization or approval.
- b) A Promoter may not, in any unauthorized country, conduct sales, enrollment, or training meetings, enroll or attempt to enroll potential Customers or Promoters, nor conduct any other activity for the purpose of selling Retra products and services, establishing a sales organization, or promoting the Retra business opportunity.

## **16.0 AUTOSHIP CANCELLATION**

- a) To cancel or modify your Autoship at any time you may email [support@goretra.com](mailto:support@goretra.com). You can also modify or cancel your order at any time through your portal at [www.goretra.com](http://www.goretra.com). By selecting the “Autoship” option on the website, you are giving Retra authorization to enroll you in the automatic shipping program. Retra will ship your product directly to you. You are also authorizing Retra to charge your credit card for the products you have ordered on a monthly basis without further warning or notification from Retra. You may cancel at any time without penalty by emailing [support@goretra.com](mailto:support@goretra.com). All Autoship cancellations must be performed or delivered to Retra within three (3) business days prior to your next shipment to guarantee cancellation of that shipment.

## **17.0 SHIPPING POLICY**

- a) All orders are processed within 2-3 business days.
- b) Orders are not shipped or delivered on weekends or holidays.

- c) If Retra is experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment of your order, we will contact you via email or telephone.
- d) Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.
- e) Retra is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.
- f) Please save all packaging material and damaged goods before filing a claim.



## **GLOSSARY OF TERMS**

The terms listed below shall have the following meaning throughout these Policies and Procedures regardless of whether they are capitalized.

**ACCOUNT:** The secure and proprietary back-office associated with each Promoter's Retra business and unique User ID where a Promoter can access the Promoter Agreement, the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

**ACTIVE PROMOTER:** A Promoter who is in good standing with respect to the Promoter Agreement and who satisfies the minimum sales volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

**COMPENSATION PLAN:** The guidelines and referenced literature for describing how Promoters can generate commissions and bonuses.

**CUSTOMER:** Any person who purchases Retra products and does not enroll as a Retra Promoter.

**PROMOTER AGREEMENT:** The most current version of the following along with any addendums or exhibits thereto: (i) Retra Policies and Procedures; and (ii) Retra Compensation Plan.

**PROMOTER:** An individual or entity who actively promotes, markets, and sells Retra products for profit and who actively seeks and Recruits others to do the same in accordance with the Promoter Agreement.

**FAMILY UNIT:** Parents or dependent children living at or doing business at the same address as a Promoter.

**LINE OF SPONSORSHIP (LOS):** A report generated by Retra that provides critical data relating to the identities of Promoters, sales information, and enrollment activity of each Promoter's Organization. This report contains propriety, confidential, and trade secret information.

**ORGANIZATION OR DOWNLINE:** The Customers and Promoters placed below a particular Promoter.

**OFFICIAL Retra MATERIAL:** Literature, audio or video recordings, photographs, intellectual property, and/or any other materials developed, printed, published, or distributed by Retra to Promoter and/or Customers.

**PLACEMENT:** A Promoter's position inside his or her Sponsor's organization.

**RECRUIT, RECRUITMENT & RECRUITING:** Actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Promoter or Customer to enroll or participate in any direct sales or network marketing opportunity. Recruitment includes but is not limited to messaging, posting, friending, or otherwise contacting known Promoters and/or Customers of Retra on social media (e.g., Facebook, Instagram, etc.) to discuss another direct sales or network marketing opportunity. The conduct described in this paragraph is Recruitment even if the Promoter's actions are in response to an inquiry made by another Promoter or Customer

**RESALABLE:** Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labeling have not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current Retra labeling. Any

merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

**SPONSOR:** A Promoter who enrolls a Customer or other Promoters into Retra and is listed as the Sponsor.

**SPOUSE:** An individual that is legally married to a Promoter or an individual that is a party to a legally recognized common-law relationship with a Promoter.

**UPLINE:** This term refers to the Promoter(s) above a particular Promoter in a Sponsorship line up to the company. It is the line of Sponsors that link any particular Promoter to company.

**WALLET:** A secure feature in the back-office software that maintains a Promoter's commissions and bonuses.

# **ADDENDUM 1**

## **Retra**

# **Compensation Plan**

**ADDENDUM 2**  
**INCOME DISCLOSURE**  
**STATEMENT**

## **INCOME DISCLOSURE STATEMENT**

The Retra Compensation Plan is an exciting opportunity that rewards you for selling products and services and sponsoring other participants who do the same. Although the opportunity is unlimited, individual results will vary depending on commitment levels and sales skills of each participant. Since Retra has recently launched, it lacks enough statistical data to prepare reliable income disclosures. There will be certain participants who will earn less while others will earn much more. We're excited about the Retra Compensation Plan and we're confident it will provide you with a solid foundation to help you achieve your financial goals. As with all endeavors, hard work and the time you dedicate impact outcomes.

If income projections were presented to you prior to your enrollment, such projections are not necessarily representative of the income, if any, that you can earn through your participation in the Compensation Plan. These income projections should not be considered as guarantees or projections of your actual earnings or profits. Success with Retra results only from hard work, dedication, and leadership.