

## BRAND AMBASSADOR AGREEMENT

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### Authorization and Contract

By executing the iii.international Brand Ambassador Agreement (“Agreement”), you apply for legal authorization to become a iii.international business owner and enter into contract with iii.international, LLC, hereinafter “iii.” You acknowledge that prior to signing you have received, read, and understood the iii Policies and Procedures, which are incorporated into this Agreement and made part of it as if restated in full, as posted on [threeinternational.com](http://threeinternational.com) and that you have read and agree to all terms set forth in this Agreement. iii reserves the right to reject any application for any reason within thirty (30) days of receipt.

### Expiration, Renewal, and Termination

The term of this Agreement is one year (subject to prior cancellation or disqualification as provided in the Policies and Procedures). If you fail to annually renew your iii business, or if it is canceled or terminated for any reason, you understand that you will permanently lose all rights as a Brand Ambassador.

You shall not be eligible to sell iii products and services, nor shall you be eligible to receive royalties, bonuses, or other income resulting from the activities of your former downline sales organization. In the event of cancellation, termination, or nonrenewal, you waive all rights you have, including, but not limited to, property rights, rights to your former downline organization and to any bonuses, commissions, or other remuneration derived through the sales and other activities of your former downline organization. iii reserves the right to terminate all Brand Ambassador Agreements upon thirty (30) days’ notice if the Company elects to: (1) cease business operations; (2) dissolve as a business entity; or (3) terminate distribution of its products and/or services via direct selling channels. Brand Ambassador may cancel this Agreement at any time, and for any reason, upon written notice to iii at its principal business address. iii may cancel this Agreement for any reason upon thirty (30) days’ advance written notice to Brand Ambassador. iii may also take actions short of termination of the Agreement, if the iii Brand Ambassador breaches any of its provisions.

### Independent Contractor Status

You agree this authorization does not make you an employee, agent, or legal representative of iii or your Sponsoring Brand Ambassador. As a self-employed independent contractor, you will be operating your own independent business, buying, and selling products available through iii on your own account. You have complete freedom in determining the number of hours that you will devote to your business, and you have the sole discretion of scheduling such hours. For Brand Ambassadors registered in the United States, you will receive IRS Form 1099-MISC... reflecting the amount of income paid to you during the calendar year. By agreeing to these terms, you agree to receive the 1099-MISC form electronically. It will be your sole responsibility to account for such income on your individual income tax returns.

## Refunds and Product Returns

The following outlines our Product Satisfaction Guarantee\*

Product may be returned within 30 days after the original date of purchase (order date) for a 90% refund of the purchase price (10% restocking fee). If you reside outside of the United States, please refer to the specific refund policy for your market. Refunds shall be subject to the applicable laws and regulations provisions in respective countries.

\* Shipping costs associated with returning product are the responsibility of the customer/Brand Ambassador returning the product. Any commissions and bonuses earned on the returned products will be deducted from the refund amount on all return transactions. Returned product may impact bonuses and commissions paid to the upline/sponsor. Brand Ambassador must be in good standing.

## Presenting the Plan

You agree when presenting the iii Compensation Plan to present it in its entirety as outlined in official iii materials, emphasizing that sales to end consumers are required to receive compensation in the form of bonuses on downline volume. In presenting the plan to prospects, you agree not to utilize any literature, materials, or aids not produced or specifically authorized in writing by iii.

## Selling Product

You agree to make no representations or claims about any products beyond those shown on product labels and/or in official iii literature. No Brand Ambassador may make any claim that iii products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases/illnesses, or the symptoms of any diseases/illnesses.. Such statements can be perceived as medical or drug claims. You further agree to sell products available through iii only in authorized territories.

## III's Proprietary Information and Trade Secrets

You recognize and agree that, as further set forth in the Policies and Procedures, information compiled by or maintained by iii, including Line of Sponsorship (LOS) information (i.e., information that discloses or relates to all or part of the specific arrangement of sponsorship within the iii business including, without limitation, Brand Ambassador lists, sponsorship trees, and all iii Brand Ambassador information generated therefrom, in its present or future forms), constitutes a commercially advantageous, unique and proprietary trade secret of iii, which it keeps as proprietary and confidential and treats as a trade secret. During the term of your contract with iii, iii grants you a personal, non- exclusive, non-transferable, and revocable right to use trade secret, confidential, and proprietary business information (Proprietary Information), which includes, without limitation, LOS information, business reports, manufacturing and product developments, and Brand Ambassador sales, earnings, and other financial reports to facilitate your iii business.

## Non-Competition Agreement

In accordance with the Policies and Procedures, you agree that during the period while you are a Brand Ambassador, and for six (6) months following resignation, non-renewal, or termination of your business, you will not compete with iii.

This covenant shall survive the expiration or termination of your authorization and contract with iii.

## **Non-Solicitation Agreement**

In accordance with the Policies and Procedures, you agree that during the period while you are a Brand Ambassador, and for one (1) calendar year following resignation, non-renewal, or termination of your business, you will not encourage, solicit, or otherwise attempt to recruit or persuade any other iii Brand Ambassador to compete with the business of iii.

## **No Violation of Previous Agreement**

You agree that you are not currently in material breach of and will not during the term of this Agreement be in material breach of, any other contract, obligation, or covenant that would affect your ability to perform hereunder, and as a result of entering into this Agreement, will not materially breach any contract, obligation, or covenant (such as a covenant not to compete located in a prior agreement).

## **Images / Recordings / Consents**

You agree to permit iii to obtain photographs, videos, and other recorded media of you or your likeness. You acknowledge and agree to allow any such recorded media to be used by iii for any lawful purpose, and without compensation.

## **Modification of Terms**

With the exception of the dispute resolution section in Policies and Procedures, which can only be modified by way of mutual consent, the terms of this Agreement may be modified as specified in Rule 1 in the Policies and Procedures.

## **Jurisdiction and Governing Law**

The formation, construction, interpretation, and enforceability of your contract with iii as set forth in this Brand Ambassador Agreement and any incorporated documents shall be governed by and interpreted in all respects under the laws of the State of Utah without regard to conflict of law provisions. Louisiana residents: notwithstanding the foregoing, Louisiana residents may bring an action against iii, LLC with jurisdiction and venue as provided by Louisiana law.

## **Dispute Resolution**

All disputes and claims relating to iii, its products and services, the rights and obligations of a Brand Ambassador and iii, or any other claims or causes of action relating to the performance of either a Brand Ambassador or iii under the Agreement or the iii Policies and Procedures shall be settled totally and finally by arbitration as enumerated in the Policies and Procedures in Lehi, Utah, or such other location as iii prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all

parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. Additionally, you agree not to initiate or participate in any class action proceeding against iii, whether in a judicial or mediation or arbitration proceeding, and you waive all rights to become a member of any certified class in any lawsuit or proceeding. This agreement to arbitrate shall survive any termination or expiration of the Agreement. Nothing in the Agreement shall prevent iii from applying to and obtaining from any court having jurisdiction a writ of attachment, garnishment, temporary injunction, preliminary injunction, permanent injunction, or other equitable relief available to safeguard and protect its interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

## Time Limitation

If a Brand ambassador wishes to bring an action against iii for any act or omission relating to or arising from the Agreement, such action must be brought within one (1) year from the date of the alleged conduct giving rise to the cause of action. Brand Ambassador waives all claims that any other statutes of limitations apply.

## Miscellaneous

If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Agreement will remain in full force and effect. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. The provisions of this Agreement, including all documents incorporated herein by reference, embody the whole agreement between you and iii and supersedes any prior agreements, understandings, and obligations between you and iii concerning the subject matter of your contract with iii.

## Notice of Right to Cancel

You may request a refund on your enrollment fee if it's done within seven (7) business days from the date of enrollment. If you cancel, any enrollment fees paid will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancelation notice. To cancel this transaction, contact Brand Ambassador Support by phone at 1-888-847-3380 or by email [support@threeinternational.com](mailto:support@threeinternational.com) no later than midnight of the seventh business day following the date of this Agreement.