

BUSINESS OWNER AGREEMENT – SYSTEMS & PROTOCOL

Please note that HempPaste.com is the company and Hemp Paste® is the product.

Have you ever read a contract and been inspired? Probably not.

My Nutra™, the creator of Hemp Paste®, has a very inspiring story and will attempt to turn a typical contract agreement into a road map to inspire and guide you – with the main goal of helping people improve their health and knowledge. Helping others is extremely rewarding. Not only financially, but personally seeing people's lives improve can actually change your life as well.

My Nutra™ and some industry experts truly believe that Hemp Paste® is going to replace the billion-dollar CBD oil industry, and this is why we have created a new revolutionary marketing and sales system. Instead of giving our money to Facebook or Google ads, we are using that money towards commissions and being able to price our product way below market value.

Corporations spend a large number of their revenues on marketing, but instead, HempPaste.com is letting organic marketing play its course. If Hemp Paste® is the real deal, then word-of-mouth is the key.

Our founder, Brad Morehouse, created the saying: *If you try to inspire people with something of greatness, but you do not allow people to be part of it, it will go nowhere.*

We are offering you to be a part of what we call a “franchise hybrid.” We are taking the best features from different kinds of business strategies such as a franchise, online e-commerce, affiliate marketing, and word of mouth multi-marketing MLM. “Team Profit” is the first of its kind with no risk, no fees, and no setup cost opportunity for you to have your own business.

“What’s the catch?” Why is everything free and with no risk? About 64% of job seekers or people wanting to supplement their income will not invest their own personal money into something they don't own.

The flipside to giving something away for free is that people tend to lower the value of the product or company. With no skin in the game, people can easily walk away from any commitment to the product or company.

At HempPaste.com, we are 100% confident that when you see how Hemp Paste® products help people and you receive the financial rewards, you will not walk away but throttle this opportunity like a gas pedal, without any stress or risk of losing your ownership.

The way we have set this system up makes it really difficult for you to fail, based on the fact that the product sells itself. You can have an amazing marketing strategy but if you don't have a product like Hemp Paste®, it's like pushing a mule up a hill.

Our Products

All of our products are designed to support a healthy lifestyle, with Hemp Paste® as our flagship product. Hemp Paste® is the world's only CBD-based product that is not chemically extracted, delivering the whole plant and nothing less. In addition to our exclusive Hemp Paste®, we also offer a topical Hemp Cream with high-quality essential oils, and Canna Chocolate bars to satisfy your sweet tooth while delivering the full Hemp Spectrum!

We also carry a wide array of nutraceuticals, which include vitamins, probiotics, immune-boosting supplements, and more. Our nutraceuticals were developed by licensed, holistic practitioners and

nutritionists with the purpose of equipping our customers to choose the most natural and effective methods to support their health and wellness.

Our Process

HempPaste.com uses a whole plant process in all of our Hemp Products. The cannabis plant contains more than 118 different kinds of cannabinoids and some of the unique delicate cannabinoids are destroyed by butane, alcohol, and CO2 during the extraction process used in making CBD oil. This process also destroys the majority of the terpenes found in the plant which have been discovered to be key compounds in creating the Entourage Effect. It is estimated that the average CBD oil only contains 187 out of the 500+ compounds found in the plant. Thus, making CBD oil inferior compared to the whole plant or Hemp Paste®.

Additionally, the pricing of our products is much lower than the industry standard. At \$0.05 per milligram, our Hemp Paste® is a great value compared to the \$0.15 per milligram average for most CBD extracted oils.

Our Culture

At HempPaste.com, our goal is simple; to pass knowledge and help people make the best decisions possible when it comes to their health. In addition to our passion for sharing knowledge, we are product-driven, not recruitment-driven, which enables us to focus on our goal of helping people improve their health, instead of how many people we can “sign up.”

Our Business Structure

We do not require you to buy any certain amount of product for yourself nor do we have any monthly fees with your Hemp Paste® business. With our **Team Profit** system, you never have to guess what commissions you are earning because the structure is beyond simple. Every website earns equal payouts, so you cannot buy in at a higher level or sell your way to a higher commissioned position within the company. In short, there are no gimmicks. For more information watch our video [Hemp Paste® Team Profit](#).

ARE WE AN MLM?

99% no. MLM companies often have hundreds of people under one person set up as a pyramid system, allowing the top tier to monopolize the commissions. MLM's are based on receiving 0.2% up to 25% commissions from 8 to 20 people deep in your downline.

MLM's require you to buy a certain amount of product or you will lose your business. HempPaste.com does not require you to buy or pay fees.

We are “Team Profit”!

SO UNIQUE, YET SO SIMPLE, AND 100% FREE!

HempPaste.com has created the first of its kind commission software for our exclusive distributors of HempPaste.com. It's called “**Team Profit**.”

The beauty of Team Profit is that distributors can create as many teams as desired and not be classified as a Multilevel Marketing company known as an MLM.

HempPaste.com is NOT an MLM or a Direct marketing company. We do NOT require our distributors to have to buy products or pay any fees. Commissions are NOT split between more than two people - EVER.

Every sale made is split 80/20. The **Team Manager** will receive 20% of the commission from each sale their team makes. In our system, every distributor can be a **TEAM MANAGER** by simply signing up distributors. You can create as many sales teams as you want.

The person who sells the item receives an 80% commission and the **Team Manager** receives 20%. This is the world's first and only commission system of its kind. There are no gimmicks or bonuses if you sign someone up. There are no Pink Cadillacs or paid vacations to a tropical island. Instead, we pay out a HUGE 50% commission and *all distributors* get a HUGE 50% discount on products.

THE POWER BEHIND OUR SYSTEM

We will invest time and money to build you a full-blown WordPress website. We will pay for all the maintenance, hosting costs, domain name, store software, and all the added costs. We will do this because we are so confident about how effective Hemp Paste® products work, that we are willing to hand you a unique business model on a silver platter knowing the financial outcome will be huge for everyone!

THE ONE AND ONLY REQUIREMENT OF YOU IS...

If we spend the time and money on building a website for you, don't drop the ball. Selling Hemp Paste® is so simple that after a couple of months you should be self-sustaining. Meaning you should have regular customers and a plan to reach out to potential customers. If you don't, that tells us you need more coaching and training, which is provided to you several times per month. In the meantime, start by reading all the testimonies about Hemp Paste®. Then you'll at least have the faith to believe in the product and tell your friends about it. If for some crazy reason you could not get enough traction to get your company self-sustaining, then kindly let us give your website to someone who is super excited to tell the world about Hemp Paste®.

YOUR FREE WEBSITE

Your online store will be a full-blown website with your own domain name and email address. Being completely independent allows you to build your own company unlike MLM or affiliate programs, this website/company will be 100% exclusive to you. You will pick a name among our list of domain names, choose the features you want, like your own blog, add your bio and photo to the contact page and we will handle all the setup. It is customizable and 100% free. Hemp Paste® pays for all the maintenance, and we do all the work.

WEBSITE CHANGES - WHAT IS FREE?

We will add your bio or "about you page," optional photos, contact email, and phone number. If you want you can have a blog page where you can post stories or news articles on your own. We will send you a short video on how to add an article. In short, everything you need is provided for free.

WEBSITE CHANGES – LIMITATIONS

Since HempPaste.com pays for website maintenance we must put a limitation on how much work you give our webmaster. Again, you will have everything you need for free, but if you ask us to redesign the layout of the website, then we will charge you \$30.00 an hour for custom website work. Website work will be in 15-minute increments for your benefit. Meaning, if it takes only 12 minutes, we will only charge you \$7.50 and not the whole \$30.00.

SOCIAL MEDIA LINKS

There will be social media links on your website that are temporarily pointing to our company product information pages. **IF** you decide to create your own business pages, we will then point your links to them. We cannot point the links to your personal social media as it must be professional and not your personal page.

HOW DO DOMAIN NAMES WORK?

You will have a personal website name, for example, TexasHempPaste.com. You will be able to choose from a couple of thousand names we own. If you happen to own a domain name you bought, we cannot use it unless you transfer it over to our company. If we like the name, we will buy it from you otherwise you can choose from our list of names.

PREMIUM DOMAIN NAMES LIKE HEMPPASTESTORE.COM

We bought hundreds of domain names and around 50 of them are really special to us such as HempPasteStore.com or HempPasteOnline.com. If you choose one of the premium names, then you will be obligated to sell a minimum of \$3000.00 a month. This is for the more serious business-minded entrepreneur. Call our office for details.

COMMISSIONS

Every customer who buys from your website, including your team members who sell for you, is all commissionable sales. The only purchases that do not receive commissions are distributor purchases. Distributors must use the 50% coupon code instead.

COMMISSIONS ON HEMP PRODUCTS VS. NON-HEMP PRODUCTS

Our vitamin line and non-hemp products have a lower commission due to the low-profit margins we have. Additionally, anytime the company does a BOGO or other kind of sale, we want you to reap all the benefits of these sales by offering them to your customers! In order to cover the cost of production and overhead, commissions will be adjusted proportionally during sale times.

There are 3 ways you can make money:

1. Customers buy from your website.
2. Your customers and friends can get their own website by joining your team and signing up as a distributor under you. You'll get 20% of their sales commission, called "**Team Profit.**"
3. You can sell cases of products to stores, clinics, massage therapists, chiropractors, pharmacies, etc at "wholesale prices". Please see the section "**PRODUCT WHOLESALE TO STORES**"

1 - SELF-SUSTAINING BUSINESS ONLINE

It's crucial in your first three months to get serious about kick-starting your new business. When you begin to sell Hemp Paste®, people won't just buy it one time, they become lifelong fans of it. It's very important that you usher that "lifelong fan" feeling into their life. Continue to educate, check-in, and sample new products for your customers. When you do this, you could very easily build over \$10,000.00 worth of repeat business. It is 100% based on "if" you kick-started the business.

SHARE THE INFO

Your work is nearly effortless other than sharing your testimony to the world around you and posting a couple of videos and articles online once a week, in which HempPaste.com contributes some, but not all marketing and video material. ROI (return on investment) is only based on your time because Hemp Paste® products sell themselves.

My Nutra™, the creator of Hemp Paste®, has not spent a dime on advertising but instead, word of mouth has been the success of our company. That is why we are launching TEAM PROFIT which allows you to be part of this fun, out-of-the-box business. Our new software will allow you to visit your own portal and check your team sales reports along with your own website sales.

2 - YOUR TEAM BRINGS YOU INCOME

Each team member below you will be contributing 20% of their commission to your pocketbook. If they sold 25 jars of our most popular product, then each month you would receive \$250.00 just from that one person.

Team profit is a revolutionary new way to build an honest and simple sales team. Hemp Paste® pays out a huge 50% commission from the retail price which is split between only two people. The person who sold the product gets 80% and the Team Manager gets 20%. You can become a “**Team Manager**” when someone signs up for a website under you.

HempPaste.com allows our distributors to create UNLIMITED sales teams but each distributor can ONLY collect a commission from “ONE” level down or the person they directly recruited.

MLM companies have multiple levels of people splitting up commissions on a single sale. Sometimes as many as 200 people. Sitting back, doing nothing, and hoping the layers among layers of people below you, who you don't even know, will make you rich has never been proven to work.

HempPaste.com does NOT have any membership, signup, or monthly fees. No waiting on performance bonuses or gimmicks but just a HUGE 50% commission is paid out between two distributors. The commissions are an 80/20 split.

Here is the simple mathematical breakdown:

A sales distributor (You) signs someone up and they sell a \$100.00 jar of Hemp Paste®. HempPaste.com would pay out a 50% commission which is \$50.00. **YOU** would receive 20%, or \$10.00, and the person who sold it would receive 80%, or \$40.00. 100% of the commission is paid out to only 2 people. The commission is split 80/20.

Here's an example: John who is a distributor with the website TexasHempPaste.com signs up Sarah and Sarah gets her own website HempPasteRocks.com and sells a jar of Hemp Paste® for \$100.00. 50% of the commission on \$100 = \$50, therefore, Sarah gets \$40.00 (80% of \$50) and John gets \$10.00 (20% of \$50).

3 - PRODUCT WHOLESALE TO STORES – (*Licensed companies*)

Giving a high-profit margin to stores such as chiropractors, massage therapists, etc., is key to closing a deal. On the downside, the higher the discount to the store the more we decrease commissions percentages and the ability for HempPaste.com to break even or make a profit.

HempPaste.com believes we have formulated a profitable commission percentage that will work for everyone. On Wholesale purchases, we have made it super easy by creating a WHOLESALE account option. All wholesale accounts are automatically discounted 30%, leaving you with a 20% commission!

Wholesale accounts will only be authorized to licensed businesses. Please call the office for more information.

PRIVATE LABELS - PUT YOUR COMPANY NAME ON THE PRODUCT

It is an **option** to private label. Everything is free except for labels themselves. This is for the serious-minded who plan to take their business to the next level. Contact HempPaste.com for the full details.

POLICIES

UNBELIEVABLE IBO DISCOUNT

As a distributor (Independent Business Owner) you will get a full 50% discount on all hemp products that you purchase. Do you know any company that gives 50% off to their employees, or even better yet a sales company? When an IBO buys a Hemp Paste® product, we give them a special coupon code that takes off 50% of the price.

DISTRIBUTORS MUST USE A 50% COUPON FOR ALL PERSONAL PURCHASES.

Did you know that when you pay full retail for a product and then you receive a commission back from the sale, you actually get taxed on it, because that is considered income? That is why it is best to use a 50% coupon code on all personal purchases. This turns taxable income to a discount instead. In fact, it turns your personal purchases into a tax write-off because many distributors give out products to prospective customers.

Team Managers (distributors) must use a 50% coupon code to get their huge 50% discount. If a Team Manager logs into his or her account and **forgets** to use a coupon, **NO** commission will be paid out. There are NO exceptions.

PROMO CODES VS COMMISSIONS

The IBO can give a promo code that can range from 10% to 50% to friends, family members, or a new customer. You choose what you want to hand out to the public or privately. The Promo code will reduce your total commission equally for you and the Team Manager.

If you created “JohnMax50” and it represented a full 50% discount, then you and your team manager would not receive any commission because you gave away your commission through the promo code. If a customer used a 10% promo code on a \$100.00 jar, \$10.00 would be deducted from the customer’s price which is deducted from the commission.

The seller would get 80% of the \$40.00 and the team manager would get 20% of the \$40.00 which is \$32.00 to the seller and \$8.00 to the Team Manager. An 80/20 split.

On your website, the store link carries over your website ID to the shopping cart, so there is no possible way a sale can be credited to the wrong distributor. ALSO, if you privately label your product, customers will see your company name and website. It is based on what **you** tell your customers and what link you emailed/posted and **IF** you choose to do private labeling.

HempPaste.com has spent a lot of time and money creating the first-of-its-kind system that prevents customers from buying from “the company website.” It is a complicated website developer explanation that we will post in the near future. In short, that is why you have your very own website and domain name. HempPaste.com does not monitor your customer buying behavior because we have such a full-proof system.

BULLETPROOF SYSTEM

Your customers can not buy from HempPaste.com because you gave them your website, not HempPaste.com PLUS HempPaste.com does NOT have an actual store.

HempPaste.com is a brochure and it has a store locator so that your lost customer can look you up and click the link to your website. This is the first of its kind BULLETPROOF SYSTEM.

PAYDAY IS ONCE A MONTH THROUGH PAYPAL OR CHECK

Independent Business Owners (IBO) get commission payouts once a month. The first pay period is the first of the month through the last day of the month. Payment is sent on the 4th of each month.

30 DAY NOTICE

Our goal is to help people, including you, but since we hold all the financial liability for your website, domain name, and email, we hate to see it all fizzle. If you didn't kick-start the business after 3 months and you don't actively engage existing and potential customers, then frankly, you dropped the ball. We only want super fans of our products representing and selling for us. If you're not serious about helping people, please understand you are doing us a disservice and costing us money.

If we see your website hasn't produced any sales in 3 consecutive months, HempPaste.com will give you a 30-day email notice to get your website sales back to good standing. We will attempt to contact you by phone and email but after 60 days HempPaste.com has the option to give away your company website. There will be NO financial obligation on the behalf of all parties and this agreement will become void. If there is a good reason why you did not sell any product, HempPaste.com will consider removing your obligation until things return to normal.

WORST CASE SCENARIO YOU WILL STILL GET A LIFETIME 20% OFF

If you never get a chance to promote your website, meaning you just got the website and did nothing with it because something in your personal life took a different road, don't feel bad. The good news is we will give you a lifetime coupon for 20% off and give your website/company to another person.

This concludes Part 1 of this agreement. Grab a cup of Vienna Hemp Roast coffee and read through Part 2, which is a bit less inspiring but critical for running a business.

BUSINESS OWNER AGREEMENT PART TWO

My Nutra™ is the creator of Hemp Paste®. In this agreement wherever the name Hemp Paste® is used, it also is referring to Hemp Paste® and My Nutra™ as a company and/or a product.

SECTION 1 - CODE OF ETHICS

Hemp Paste® has made a commitment to provide the finest direct sales experience backed by impeccable service to its Hemp Paste® Independent Business Owners. In turn, the Company expects all Hemp Paste® Independent Business Owners to reflect that image in their relationships with Customers and fellow Business Owners. As a Hemp Paste® Independent Business Owner, you are expected to operate your business according to the highest standards of integrity and fair practice. Failure to comply with the Code of Ethics can result in your termination as a Hemp Paste® Independent Business Owner.

The Code of Ethics, therefore, states:

- I will conduct my business in an honest and ethical manner at all times, and as a Hemp Paste® Independent Business Owner, will reflect and represent the Hemp Paste® Company, name, image, and brand at all times in a respectful and dignified manner.
- I will make no representations about the benefits associated with Hemp Paste® brands and products other than those contained in officially approved Company literature and videos, and the official Hemp Paste® website. I will NOT represent Hemp Paste® products as being able to treat, cure, diagnose, or prevent any diseases or illnesses.
- I will provide support and encouragement to my customers to ensure that their experience with Hemp Paste® is a successful one.
- I will motivate and actively work with the Hemp Paste® Independent Business Owners on my sales team to help them build their Hemp Paste® businesses.
- I will refrain from exaggerating my personal income or the income potential in general and will disclose and express to potential Hemp Paste® Independent Business Owner candidates the level of effort and commitment required to succeed in the business.
- I will not make disparaging remarks about other products, services, distributors, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow Hemp Paste® Independent Business Owners or Hemp Paste® employees.
- I will abide by all of the Policies and Procedures of Hemp Paste® as included herein, or as may be amended from time to time.

SECTION 2 - INTRODUCTION

2.1 - Policies and Compensation Plan Incorporated into the Hemp Paste® Business Owner Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of Hemp Paste®, are incorporated into and form an integral part of the Hemp Paste® Business Owner Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Hemp Paste® Business Owner Online Application and Agreement, these Policies and Procedures, and the Hemp Paste® commission system. These documents are incorporated by reference into the Hemp Paste® Business Owner Agreement (all in their current form and as amended by Hemp Paste®).

2.2 - Purpose of Policies

Hemp Paste® is a direct sales company that markets products through its Hemp Paste® Independent Business Owners. It is important to understand that your success and the success of your fellow Hemp Paste® Independent Business Owners depend on the integrity of those who market our services. To clearly define the relationship that exists between Hemp Paste® Business Owners and Hemp Paste®, and to explicitly set a standard for acceptable business conduct, Hemp Paste® has established this Agreement. Hemp Paste® Business Owners are required to comply with all of the provisions set forth in this Agreement, which Hemp Paste® may amend at its sole

discretion from time to time, as well as with all federal, state, and local laws governing their Hemp Paste® business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by this Agreement. Please review the information in this document carefully because it explains and governs the relationship between you, as an independent business owner (distributor), and the Hemp Paste® Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from the Hemp Paste® corporate office.

2.3 - Changes to the Agreement

Because laws and the business environment periodically change, Hemp Paste® reserves the right to amend this Agreement, the compensation plan, the product availability, and its prices at its sole and absolute discretion. This provision does NOT apply to the arbitration clause found in Section 7.3, which can only be modified via mutual consent. By signing this Hemp Paste® Business Owner Agreement, a Hemp Paste® Business Owner agrees to abide by all amendments or modifications that Hemp Paste® elects to make. Amendments shall be effective 30 days after publication of notice of amendments in any official Hemp Paste® materials. Hemp Paste® shall provide or make available to all Hemp Paste® Business Owners a complete copy of the amended provisions by one or more of the following methods: (a) posting on the Hemp Paste® Company official website; (b) electronic mail (email); (c) inclusion in Company periodicals; (d) special mailings; (e) or announced at Hemp Paste® Business Owner training. The continuation of a Hemp Paste® Business Owner's business or a Hemp Paste® Business Owner's acceptance of bonuses or commissions constitutes acceptance of any and all amendments made by Hemp Paste®. Hemp Paste® reserves the right to terminate all Hemp Paste® Business Owner Agreements upon 30 days notice if the Company elects to: (1) cease business operations; (2) discontinue selling products through a Direct Selling model, or (3) dissolve as a business entity.

2.4 - Delays

Hemp Paste® shall not be responsible for delays or failures in the performance of its obligations when performance is made commercially impracticable due to circumstances beyond reasonable control. This includes, without limitation, strikes, labor difficulties, theft, riot, war, fire, deaths, curtailment of a party's source of supply, government decrees or orders, and acts of God.

2.5 - Policies and Provisions Severable

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

2.6 - Waiver

Hemp Paste® never gives up its right to insist on compliance with this Agreement and with the applicable laws governing the conduct of a business. No failure of Hemp Paste® to exercise any

right or power under this Agreement or to insist upon strict compliance by a Hemp Paste® Business Owner with any obligation or provision of this Agreement, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of Hemp Paste®' right to demand exact compliance with this Business Owner Agreement. A waiver by Hemp Paste® can be affected only in writing by an authorized agent or officer of the Hemp Paste® Company. Hemp Paste®' waiver of any particular breach by a Hemp Paste® Business Owner shall not affect or impair Hemp Paste®' rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Hemp Paste® Business Owner(s).

SECTION 3 - BECOMING A HEMP PASTE® BUSINESS OWNER

3.1 - Requirements to Become a Hemp Paste® Business Owner

To become a Hemp Paste® Business Owner, each applicant must:

- 3.1.1 - Be at least 18 years of age;
- 3.1.2 - Have a valid Social Security or Tax ID number
- 3.1.3 – Must have a valid market plan through social media or personal contacts.

Hemp Paste® reserves the right to reject any applications to become a Hemp Paste® Business Owner.

3.2 - Hemp Paste® Business Owner Benefits

Once an individual has been accepted to become a Hemp Paste® Business Owner by Hemp Paste®, the following benefits immediately become available to them:

- 3.2.1 – Free training and office and video support
- 3.2.2 – Their own domain-website
- 3.2.3 – Their own backend office
- 3.2.4 - Their own email with domain name
- 3.2.5 – 50% off of all Hemp product purchases
- 3.2.6 – Free Shipping over \$50.00

SECTION 4 - Hemp Paste® BUSINESS OWNER SPECIFICS

4.1 - Identification

All Hemp Paste® Business Owners are required to provide their Social Security Number or Federal Tax Identification Number to Hemp Paste®.

Upon enrollment, Hemp Paste® will provide a unique Hemp Paste® Business Owner Identification Number to the Hemp Paste® Business Owner by which he or she will be identified. This number will be used to place orders as well as track commissions.

4.2 - Independent Contractor Status

Hemp Paste® Business Owners are independent business owners and are not purchasers of a franchise. The agreement between Hemp Paste® and Hemp Paste® Business Owners does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Business Owner. Hemp Paste® Business Owners shall **not** be treated as an employee for his or her services or for federal or state tax purposes. All Hemp Paste® Business Owners are responsible for paying local, state, and federal taxes due from all compensation earned as a Hemp Paste® Business Owner of Hemp Paste®. Hemp Paste® Business Owners have no authority (expressed or implied) to bind Hemp Paste® to any obligation. Each Hemp Paste® Business Owner shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Hemp Paste® Business Owner Agreement Form, and these Policies and Procedures, and applicable laws. The name of Hemp Paste® and other names as may be adopted by Hemp Paste® are proprietary trade names, trademarks, and service marks of Hemp Paste®. As such, these marks are of great value to Hemp Paste® and are supplied to Hemp Paste® Business Owners for their use only in an expressly authorized manner and to advertise their independent businesses. Advertising is not limited to just print media; it also includes internet advertising and other forms of advertising.

4.3 - The “TEAM PROFIT” Commission system

The Hemp Paste® “Team Profit” Commission Breakdown is based upon the sales of Hemp Paste® products to end-user consumers, either directly by the Hemp Paste® Business Owner website or by their sales team website.

4.4 - Change of Upline Sponsor (Team Manager)

To protect the integrity of all marketing organizations and safeguard the hard work of all Hemp Paste® Business Owners, Hemp Paste® does NOT allow changes in Team Managers otherwise known as your sponsor.

Exception - A request for a change in sponsor, due to a Hemp Paste® signup error, will be accepted within 45 days of completion of the application.

4.5 - Indemnification

A Hemp Paste® Business Owner is fully responsible for all of his or her verbal and written statements made regarding Hemp Paste® products, services, and the Compensation Plan that are not expressly contained in official Hemp Paste® materials and on the official Hemp Paste®

website. Hemp Paste® Business Owners agree to indemnify the Hemp Paste® Company, its owners, directors, officers, employees, and agents, and hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by Hemp Paste® as a result of the Hemp Paste® Business Owner's unauthorized representations or actions. This provision shall survive the termination of the Business Owner Agreement.

4.6 - Non-Compete and Non-Solicitation Policies

During the term of this Business Owner Agreement and for a period of one year after cancellation or termination, Hemp Paste® Business Owners may NOT recruit other Hemp Paste® Business Owners, Merchants, or customers for any reason or business venture. In short, leave our customers alone.

4.7 - Retail Sales

Hemp Paste® wants to ensure that prices for its products are not destabilized when sold through a retailing environment. Therefore, Products sold in a retail environment will be subject to the minimum advertised retail price on the Hemp Paste® website. Any Hemp Paste® Business Owner who knowingly fails to honor the minimum price set by Hemp Paste® for its products will be subject to termination in accordance with Section 4, Exhibit 4.6 - Non-Compete Policy.

4.8 - The Hemp Paste®/Hemp Paste® Trademark

A Hemp Paste® Business Owner may not use or attempt to register any of Hemp Paste®' trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, email addresses, web pages, or blogs.

4.9 - Social Media Restrictions

Social Media sites may be used to promote Hemp Paste® products. ANY PROFILES A Hemp Paste® BUSINESS OWNER GENERATES IN ANY SOCIAL COMMUNITY WHERE Hemp Paste® IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE Hemp Paste® BUSINESS OWNER AS SUCH, SPECIFICALLY A Hemp Paste® BUSINESS OWNER. Because a Hemp Paste® Business Owner is supposed to reflect and represent the Hemp Paste® Company, name, image, and Brand, when participating in those communities, Hemp Paste® Business Owners 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 Hemp Paste®' sole discretion, and offending Hemp Paste® Business Owners will be subject to possible disciplinary action in violation of and in accordance with the Section 1 Code of Ethics. If links are provided, they must link to the posting Hemp Paste® Business Owner's URL website or an approved third-party website.

A. Anonymous postings or use of an alias on any Social Media site are prohibited.

B. Hemp Paste® Business Owners may not use blog spam, spamdexing, or any other mass-replicated methods to leave blog comments. Comments Hemp Paste® Business Owners create or leave must be tasteful, useful, unique, relevant, and specific to the blog's article.

C. Hemp Paste® Business Owners must disclose their full name on all Social Media postings and conspicuously identify themselves as an independent Hemp Paste® Business Owner for Hemp Paste®. Anonymous postings or the use of an alias is prohibited.

D. Postings that are false, misleading, misrepresentative of Hemp Paste®, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the Hemp Paste®/ Hemp Paste® Business Owner income opportunity, Hemp Paste® products, and services, and/or your biographical information and credentials.

4.10 - Laws and Ordinances

Hemp Paste® Business Owners shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances are not applicable to Hemp Paste® Business Owners because of the nature of their business. However, Hemp Paste® Business Owners must obey those state laws that do apply to them. If a city or county official tells a Hemp Paste® Business Owner that an ordinance applies to him or her, the Hemp Paste® Business Owner must comply with the law.

4.11 - Minors

Hemp Paste® Business Owners shall not enroll or recruit individuals under the age of 18 into the Hemp Paste® business opportunity.

4.12 - Actions of Household Members or Affiliated Individuals

If any member of a Hemp Paste® Business Owner's household, family, or other affiliated individual engages in any activity that, if performed by the Hemp Paste® Business Owner, would violate any provision of the Agreement, such activity will be deemed a violation by the Hemp Paste® Business Owner and Hemp Paste® may take disciplinary action pursuant to the Statement of Policies against the Hemp Paste® Business Owner.

4.13 - Health Claims and Testimonials

In December 2009, the FTC released "Guides Concerning the Use of Endorsements and Testimonials in Advertising". The guidelines make clear that any Hemp Paste® Business Owner who provides a testimonial or endorsement about their experience with our products will be viewed as a statement from the Company. Hemp Paste® Business Owners shall never state or imply that any of the Hemp Paste® products can be used to treat, cure, diagnose, or prevent any diseases or

illnesses. Hemp Paste® products are not FDA-approved as drugs; thus, our products cannot be marketed in this fashion.

4.14 - Sponsoring

All active Hemp Paste® Business Owners have the right to sponsor and enroll others as Hemp Paste® Business Owners. Each prospective Hemp Paste® Business Owner has the ultimate right to choose his or her own sponsor. If two Hemp Paste® Business Owners claim to be the sponsor of the same new Hemp Paste® Business Owner, Hemp Paste® shall regard the first application received by Hemp Paste® as controlling.

4.15 - Consent to Images and Recordings

During the term of this Hemp Paste® Business Owner Agreement, Hemp Paste® Business Owners agree to permit Hemp Paste® the use of photographs, videos, and other recorded media of their likenesses for promotional purposes and to recognize Business Owner achievements. Hemp Paste® Business Owners acknowledge and agree to allow any such recorded media to be reproduced, published, distributed, broadcast, exhibited, and/or in any other way used by Hemp Paste® for any lawful purpose, and without compensation.

4.16 - Territory Restrictions

There are no exclusive territories granted to anyone. No franchise fees are required.

SECTION 5 - Hemp Paste® BUSINESS OWNER RESPONSIBILITIES

5.1 - Income Taxes

Every Hemp Paste® Business Owner is responsible for paying local, state, and federal taxes on any income generated as a Hemp Paste® Business Owner. If a Hemp Paste® business is tax-exempt, a Federal Tax Identification Number must be provided to Hemp Paste®. Every year, Hemp Paste® will provide an IRS Form 1099 (non-employee compensation) earnings statement to each U.S. resident who (a) had earnings of over \$600 in the previous calendar year or (b) made purchases during the previous calendar year in excess of \$5,000 wholesale. Hemp Paste® cannot accept a tax-exempt certificate from a Hemp Paste® Business Owner who resides in a state where tax-exempt status is not granted for Direct Sales businesses. Hemp Paste® Business Owners are encouraged to check with their state government before sending a form to Hemp Paste®.

5.2 - Earning Customers

Hemp Paste® Business Owners have a great opportunity to build their own customer base. Hemp Paste® doesn't restrict how an IBO gains customers except those called out in this Business Owner Agreement. As such, "Cold calls" made to prospective customers or Hemp Paste® Business Owners that promote either Hemp Paste® products or services or the Hemp Paste® business

opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or Hemp Paste® Business Owner (a “prospect”) is permissible under the following situations:

- They’ve consented to be contacted either through social media, email, or in-person
- They’ve signed up to receive more information from you.

5.2 - Training

Hemp Paste® Business Owners are individually responsible for getting the training that they need either through watching video tutorials, being part of conference calls, or attending online training classes. All of these are offered by Hemp Paste® free of charge and provide Hemp Paste® Business Owners with an intimate and working knowledge of the business, the business opportunity, Hemp Paste® products, effective sales and marketing techniques, and compliance with Company Policies and Procedures.

As Hemp Paste® Business Owners progress and become more successful in building their Hemp Paste® Businesses, they may be called upon to share their knowledge and experience in training with lesser-experienced Hemp Paste® Business Owners within their organization.

5.3 - Change of Address or Telephone

It is critically important that Hemp Paste®’ files are current and up to date. Hemp Paste® Business Owners planning to move should update their personal information via their Hemp Paste® Back Office to ensure the proper delivery of products, support materials, and commission checks.

5.4 - Errors or Questions About Commission

5.4a. Errors or Questions if a Hemp Paste® Business Owner has questions about or believes any errors have been made regarding commissions, bonuses, downlines, reports, Hemp Paste® Business Owner must notify the Hemp Paste® headquarters by email to office@mynutra.com, before the last day of the month the order was placed due to the possibility that sale/ customer purchased from the wrong distributor. Hemp Paste® will not be responsible for any errors, omissions, or problems not reported to the Company after commissions were paid out. The email notification is NOT valid unless the office replies to it. For any reason, you feel the email was not seen then please call our office.

5.4b. Accounting department error. In the event that HempPaste.com has a software error or the accounting department error, any payments that are over or under the correct amount will be adjusted on the next pay period. HempPaste.com will notify the distributor of such errors by email.

5.5 - Non-disparagement

Hemp Paste® wants to provide its Hemp Paste® Business Owners and customers with the best products, compensation plans, and services in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Hemp Paste® corporate offices in Waikoloa Village, Hawaii. While Hemp Paste® welcomes constructive input, negative comments and remarks made in the field by Hemp Paste® Business Owners about the Company, its products, or its Compensation Plan serve no purpose other than to sour the enthusiasm of other Hemp Paste® Business Owners. For this reason, and to set the proper example for their downline, Hemp Paste® Business Owners must not disparage, demean, or make negative remarks about the Hemp Paste® Company, other Hemp Paste® Business Owners, Hemp Paste® products, the business opportunity, the Compensation Plan and bonus systems, the owners, or any Hemp Paste® investors, directors, officers, employees or agents.

5.6 - Reporting Policy Violations

Hemp Paste® Business Owners observing a policy violation by another Hemp Paste® Business Owner should submit a written report of the violation directly to the attention of the Hemp Paste® Compliance Department. Details of the incident(s), such as dates, number of occurrences, persons involved, and any supporting documentation, should be included in the report.

5.7 - Unclaimed Commissions

Hemp Paste® Business Owners must deposit or cash commission and bonus checks within 90 days from their date of issuance. A check that remains uncashed after 90 days will be void. DO NOT call our office and ask for a replacement check! It is your responsibility to deposit the check and if you fail within 90 days then it will be your loss.

SECTION 6 - SATISFACTION GUARANTEED AND RETURN OF SALES

Hemp Paste® offers a thirty-day product replacement guarantee to all of our customers. If a customer purchases a product and is not completely satisfied with it, the customer may request a replacement product, and return the unused portion of the product back to Hemp Paste®.

SECTION 7 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

7.1 - Disciplinary Sanctions

Violation of this Business Owner Agreement, these Policies and Procedures or any illegal, fraudulent, deceptive or unethical business conduct by a Hemp Paste® Business Owner may result, at Hemp Paste®' discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Hemp Paste® Business Owner to take immediate corrective measures;
- Involuntary termination of the offender as a Hemp Paste® Business Owner;

- Any other measure expressly allowed within any provision of this Business Owner Agreement or that Hemp Paste® deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Hemp Paste® Business Owner's policy violation or contractual breach; or
- In situations deemed appropriate by Hemp Paste®, the Company may institute legal proceedings for monetary and/or equitable relief.

7.2 - Grievances and Complaints

When a Hemp Paste® Business Owner has a grievance or complaint with another Hemp Paste® Business Owner regarding any practice or conduct in relationship to their respective Hemp Paste® businesses, the complaining Hemp Paste® Business Owner should first report the problem to the Hemp Paste® corporate office, who should review the matter and try to resolve it. Call 1-855-656-8872

7.3 - Arbitration

Any controversy or claim arising out of or relating to this Hemp Paste® Business Owner Agreement, or the breach thereof, shall be settled by confidential arbitration and administered by a recognized arbitration service, under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Hemp Paste® Business Owners waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the City of Waikoloa, Hawaii unless the laws of the state in which a Hemp Paste® Business Owner resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER, OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE. Hemp Paste® BUSINESS OWNERS WAIVE ALL RIGHTS TO CLASS ACTION PARTICIPATION. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions, with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel that the American Arbitration Association provides. The prevailing party shall be entitled to receive from the losing party, OR each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Hemp Paste® Business Owner Agreement. Hemp Paste® Business Owners will keep all arbitration activities confidential. Nothing in these Policies and Procedures shall prevent Hemp Paste® from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Hemp Paste®' 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.

7.4 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside in Colorado Springs, Colorado. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Colorado shall govern all other matters relating to or arising from the Hemp Paste® Business Owner Agreement.

7.5 - Louisiana Residents

Notwithstanding the foregoing, Louisiana residents may bring an action against the Hemp Paste® with jurisdiction and venue as provided by Louisiana law.

SECTION 8 - CANCELLATION

8.1 - Effect of Cancellation

So long as a Hemp Paste® Business Owner remains active and complies with the terms of the Hemp Paste® Business Owner Agreement and these Policies and Procedures, Hemp Paste® shall pay commissions and bonuses to such Hemp Paste® Business Owner in accordance with the Compensation Plan. A Hemp Paste® Business Owner's bonuses and commissions constitute the entire consideration for the Hemp Paste® Business Owner's efforts in generating sales and all activities related to generating sales (including building a Downline Organization).

Following a Hemp Paste® Business Owner's termination, voluntary or involuntary termination of his or her Hemp Paste® Business Owner Agreement (all of these methods are collectively referred to as "termination"), the former Hemp Paste® Business Owner shall have no right, title, claim or interest to the direct marketing organization that he or she operated, or any commission or bonus from the sales generated by that organization. A Hemp Paste® Business Owner whose business is terminated will lose all rights as a Hemp Paste® Business Owner. This includes the right to sell Hemp Paste® products and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Hemp Paste® Business Owner's former downline sales organization.

In the event of termination, Hemp Paste® Business Owners agree to waive all rights they may have, including but not limited to property rights, to their former downline sales organization and to any bonuses, commissions, or other remuneration derived from the sales and other activities of his or her former downline sales organization. Following a Hemp Paste® Business Owner's termination of his or her Hemp Paste® Business Owner Agreement, the former Hemp Paste® Business Owner shall not represent themselves as a Hemp Paste® Business Owner. A Hemp Paste® Business Owner whose Hemp Paste® Business Owner Agreement is terminated shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary termination).

8.2 - Involuntary Termination

A Hemp Paste® Business Owner's violation of any of the terms of this Hemp Paste® Business Owner Agreement, including any amendments that may be made by Hemp Paste® in its sole discretion, may result in any of the sanctions listed in Section 7.1, including the involuntary termination of his or her Hemp Paste® Business Owner Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed or delivered by a courier to the Hemp Paste® Business Owner's last known address (or fax number), or to his or her attorney, or when the Hemp Paste® Business Owner receives actual notice of termination, whichever occurs first.

8.3 - Voluntary Termination

A Hemp Paste® Business Owner has a right to cancel, at any time, regardless of the reason. Termination must be submitted in writing to Hemp Paste® at its principal business address in Waikoloa Village, Hawaii. The written notice must include the Hemp Paste® Business Owner's signature, printed name, address, and Hemp Paste® Business Owner ID number. Hemp Paste® Business Owners who have resigned may re-apply to become a Hemp Paste® Business Owner in the future.

8.4 - Complete Agreement

These Policies and Procedures, any and all modifications made by the Company, along with the Terms and Conditions, and the "You Plus 4" Compensation Plan and bonuses, make up the entire Hemp Paste® Business Owner Agreement between a Hemp Paste® Business Owner and the Hemp Paste® Company. By becoming a Hemp Paste® Business Owner, applicants are agreeing to the terms of this Hemp Paste® Business Owner Agreement.

SECTION 9 - MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the signed date, the "Effective Date", by and between Brad Morehouse representing My Nutra™ Hemp Paste®, hereinafter known as "Party A", and _____, hereinafter known as "Party B".

WHEREAS Party A and the Party B, hereinafter known as the "Parties", have an interest in participating in discussions wherein either Party may share information with the other that the disclosing Party considers to be proprietary and confidential to itself ("Confidential Information"); and

WHEREAS the Parties agree that Confidential Information of a Party may include, but not be limited to, that Party's: (1) business plans, methods, and practices; (2) personnel, customers, and suppliers; (3) inventions, processes, methods, products, patent applications, and other proprietary rights; or (4) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information;

NOW, THEREFORE, the Parties agree as follows:

1. Either Party may disclose Confidential Information to the other Party in confidence provided that the disclosing Party identifies such information as proprietary and confidential either by marking it, in the case of written materials, or, in the case of information that is disclosed

orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by e-mail or written correspondence, or via other means of communication as might be appropriate.

2. When informed of the proprietary and confidential nature of Confidential Information that has been disclosed by the other Party, the receiving Party ("Recipient") shall, for a period of **5 years** from the date of disclosure, refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Party and shall protect such Confidential Information from inadvertent disclosure to a third party using the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care. The Recipient shall ensure that each of its employees, officers, directors, or agents who have access to Confidential Information disclosed under this Agreement is informed of its proprietary and confidential nature and is required to abide by the terms of this Agreement. The Recipient of Confidential Information disclosed under this Agreement shall promptly notify the disclosing Party of any disclosure of such Confidential Information in violation of this Agreement or of any subpoena or other legal process requiring production or disclosure of said Confidential Information.
3. All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. Confidential information includes the proprietary trademark and likeness of all Hemp Paste® products. Including canna paste, cannabis paste, marijuana paste, CBD paste, and any likeness thereof which is under the Intellectual Property of My Nutra™ Hemp Paste®. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
4. The terms of this Agreement shall not be construed to limit either Party's right to develop independently or acquire products without the use of the other Party's Confidential Information. The disclosing party acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for its products, concepts, systems, or techniques that are similar to or compete with the products, concepts, systems, or techniques contemplated by or embodied in the Confidential Information provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.
5. Notwithstanding the above, the Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

- (a) Is already known to the Recipient, having been disclosed to the Recipient by a third party without such third party having an obligation of confidentiality to the disclosing Party;
 - (b) Is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents;
 - (c) Is independently developed by the Recipient without reference to any Confidential Information disclosed hereunder;
 - (d) Is approved for release (and only to the extent so approved) by the disclosing Party; or
 - (e) Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
6. Nothing in this Agreement shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the Parties.
7. Neither Party will, without prior approval of the other Party, make any public announcement of or otherwise disclose the existence or the terms of this Agreement.
8. This Agreement contains the entire agreement between the Parties and in no way creates an obligation for either Party to disclose information to the other Party or to enter into any other agreement.
9. This Agreement shall remain in effect for a period of **5 years** from the Effective Date unless otherwise terminated by either Party giving notice to the other of its desire to terminate this Agreement. The requirement to protect Confidential Information disclosed under this Agreement shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Party A's Signature _____ **Date** _____

Print Name *Brad Morehouse*

Party B's Signature _____ **Date** _____

Print Name _____