

TERMS & CONDITIONS

FOREWARD

Our affiliates are very important to us. We do our best to treat you with the fairness and respect you deserve. We have written the following Affiliate Influencer Agreement with you in mind, as well as to protect our company's good name. So please bear with us as we take you through this legal formality.

We will evaluate your application in good faith and will notify you of your acceptance or rejection in a timely manner. We may reject your application if we determine (in our sole discretion) that you or your affiliation are not suitable for the Program for any reason, including, but not limited to, the inclusion of content that is, in our opinion, unlawful or otherwise violates our Affiliate Influencer Agreement, Standards of Conduct Policy, Social Media Endorsement Policy, or any other applicable policy.

If we reject your application, for any reason, you may not re-apply to the Program. We reserve the right, in our sole discretion, to notify or to not notify any prospective affiliate of their rejection or removal from the Program at any time.

PLEASE READ THE ENTIRE AGREEMENT

YOU MAY PRINT THIS PAGE FOR YOUR RECORDS

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND MYJANE, LLC.

BY SUBMITTING THE ONLINE APPLICATION, YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM.

MICRO-AFFILIATE PROGRAM AGREEMENT

This Affiliate Influencer Agreement (together with any Statements of Work and Exhibits or other documents attached hereto, this “**Agreement**”) is entered into and effective upon acceptance of the terms contained herein (the “**Effective Date**”) by and between an approved sales-affiliate (“**you**”, “**your**” or “**Affiliate**”) and MyJane, LLC, a California limited liability company (“**us**”, “**we**” or the “**Company**”) (each, a “**Party**”, and collectively, the “**Parties**”).

WHEREAS, the Company is in the business of empowering women through its line of products.

WHEREAS, in the course of its business, the Company has developed a sales-affiliate program to allow social media influencers or offline to their community to promote its

women-oriented products to an online or offline user base through social media, or other channels such as emails or community-based events.

WHEREAS, the Company would like you to participate in the Company's micro affiliate business program (the "**Program**") and desires for you to provide such services on the terms and conditions set forth herein.

WHEREAS, the Parties desire to enter into this Agreement to provide for the non-exclusive advertising and promotion of the Company through the Program by the Affiliate, and to share certain resulting revenue thereof.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties to this Agreement agree as follows:

1. **Term; Exclusivity.** This Agreement is effective as of the Effective Date and shall continue until terminated by either Party in accordance with this Agreement ("**Term**"). You agree that during the Term, and for no less than six (6) months afterward, you will not do any affiliate sales or marketing for our competitors, a list of which may be provided to you, from time-to-time.
2. **Services.** During the Term, you agree to publish social media posts, share product news, review information or other materials (the "**Services**") as identified in Exhibit A or reasonably requested by us from time to time. The Services will conform to the specifications and instructions outlined in Exhibit A. We will provide you with the necessary briefing materials, so you can provide Services that achieve the goals of the Program (the "**Program Materials**"). All Services will meet the following requirements:
 - 2.1. The Services must comply with the Federal Trade Commission's (the "**FTC**") Guides Concerning Endorsements and Testimonials ("**Endorsement Guides**"), for which we provide you a link in Exhibit B. You agree to participate in any training we require on our Social Media Endorsement Policy, set forth in Exhibit C, which is designed to ensure compliance with the Endorsement Guides. You must clearly and conspicuously disclose your "material connection" with us, making it clear that you are a paid influencer and have received free products, services, travel or other benefits from the Company. You must place the disclosure in plain sight in close proximity to any audio or visual communications that you make about us, our brands, and our products and services. You may not bury the disclosure in a link or place the disclosure in a string of hashtags or other disclosures. We require this disclosure regardless of any space limitations of the platform (like Twitter), where you can use hashtags for the disclosure (like #ad or #sponsored).
 - 2.2. The Services should only make factual statements about the Company and our products and services which you know for certain are true and can be proven or verified. If applicable, we will provide you with a list of verified factual statements that you may use in the Services as part of the Program Materials.
 - 2.3. Although we want the Services to be authentic and based on your own opinions, beliefs, and experiences, your postings and reviews should rely on the Program Materials to

accurately use our trademarks, describe the Program, and describe our products and services.

- 2.4. The Services will be original and created solely by you.
- 2.5. The Services will not include the intellectual property of other parties, including any third-party music, photographs, artwork, trademarks, logos, or slogans.
- 2.6. The Services will not include any person, or personally identifiable information about anyone, other than you, unless you receive our prior written approval and have the persons at issue sign a release provided by us.
- 2.7. The Services will comply with the rules of the applicable social media platforms.
- 2.8. The Services will comply with our Standards of Conduct set out in Exhibit B and our Social Media Endorsement Policy set out in Exhibit C and any other policies we provide you.
- 2.9. The Services will comply with all applicable laws, rules, and regulations.
3. **Schedule; Approval.** With respect to the Services due during the Term, you will: (a) provide the Services on a timely basis according to the schedule set out in Exhibit A; and (b) upon request submit all work to us for our review and approval. We will notify you within three (3) days whether we accept it or require revisions.
4. **Monitoring the Services.** You understand that we will be monitoring the Services for compliance with this Agreement. You further understand that we will be monitoring the Services for compliance with this agreement for a minimum of four (4) weeks past the end of the Term of this Agreement and up to twelve (12) weeks, at our discretion. We have the right to address noncompliant post or review by any taking any of the following actions alone or in combination: (a) requiring you to fix the post or review; (b) fixing the content of the Services through one of our agencies; (c) withholding payment of the Fee; and (d) if the Term is still in effect, terminating the Agreement under Paragraph 11.2 for a material breach.
5. **Ownership; Grant of Rights.** You acknowledges the Company is the sole and exclusive owner in perpetuity of all right, title and interest in the Services, including: (i) all materials, content or media created or delivered; (ii) all Company trademarks or service marks (whether or not registered); (iii) all results or proceeds from Services; (iv) all materials rendered, provided, supplied or acquired by Affiliate as to Services; and (v) all copyrights throughout the world; Company shall have the right to use, exploit, advertise, exhibit, modify or edit the foregoing in any media as the Company in its sole and absolute discretion shall determine. We will own the results and proceeds of the Services as a works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any of the Services do not qualify as, or otherwise fails to be, work made for hire, you hereby (a) assign, transfer, and otherwise convey to us, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to the Services, including all copyrights and other intellectual property rights in them (including executing a certificate of assignment or engagement required by the Company to register a copyrightable work as owned by the Company, of which you agree to execute, or, if you are not available to execute, provide the Company with irrevocable power of

attorney to do so on their behalf); and (b) irrevocably waive any and all claims you may now or hereafter have in any jurisdiction to so-called "moral rights" with respect to the Services.

6. **Use of Your Name, Likeness, and Information.** You hereby grant to the Company, its employees, officers, directors, managers, members, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, advertising, assigns, promotion and fulfillment agencies, and legal advisors, the right to use your name, image, likeness and biographical, professional, and other identifying information, including information you provide to us and any other information about you that is publicly available, or provided by you from time to time (collectively, "**Likeness**") in connection with the Program, the Services, and any derivative works we make from the Services, including to advertise and promote the same or any product or service that features or includes at least one of the results and proceeds of the Services or a derivative work of the Services, in whole or in part. You waive the right to inspect or approve any use of your Likeness as contemplated in this Agreement.
7. **Payment.** The fee for performance of the Services will be paid each month, as set forth on Exhibit A (the "**Monthly Fee**"). Notwithstanding the foregoing, if we determine that that in performing the services you: (a) failed to disclose a material connection; or (b) communicated any unsubstantiated claims in relation to the Company, we may determine it necessary to: (x) withhold payment of the Fee until such failure is corrected; or (y) terminate this Agreement under Paragraph 11.2 for a material breach.
8. **Confidentiality.** You understand that you may be exposed to information about the Company's products, services, advertising campaign, marketing and brand strategies, and other information containing ideas that may not have been disclosed to the public (collectively, the "**Confidential Information**"). You agree to maintain the confidentiality of all Confidential Information disclosed to you (or which otherwise becomes available to you) in connection with the Program and will hold all Confidential Information in strict confidence. You further agree to refrain from disclosing or using Confidential Information for any purpose other than participating in the Program. The obligation to maintain the confidentiality of Confidential Information shall survive termination and continue for one (1) years. Notwithstanding the above, information or data that: (i) is or becomes generally available to the public other than by your disclosure; (ii) was known to you prior to disclosure; or (iii) is or becomes known to Affiliate from a source other than Company, shall not be deemed confidential information unless such source was bound by a confidentiality agreement with the Company.
9. **Representations and Warranties.** By providing the Services, you represent and warrant that the Services: (a) are your sole and original creation; (b) have not been, and prior to our publication of them will not be, published or otherwise made publicly available, in whole or in part; (c) are not libelous or otherwise defamatory; and (d) do not, and our use or them will not, infringe or otherwise violate any right of any third party, including any copyright, trademark, patent, trade secret, or other intellectual property right, or any right of publicity or privacy. You represent and warrant you have the right and authority to enter into this Agreements and you are an individual who is at least eighteen (18) years of age and a resident of the United States. You further represent

and warrant not to accept any kick-back, gratuity, compensation or other consideration (including express or implied promise of future discount or consideration), whether in cash, goods, services or in kind, from any other company vendor or provider of goods and/or services that is a direct competitor of the Company, which such list will be provided to you from time to time.

10. **Indemnification.** You agree to indemnify, defend, and hold harmless the Company, its employees, officers, directors, managers, members, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, advertising, assigns, promotion and fulfillment agencies, and legal advisors, (the “**Indemnified Parties**”) from and against any claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including attorneys' fees, and disbursements (“**Claims**”), arising from or relating the Services, engagement (including physical illness, personal injury or death) or as to any breach by you of your representations or warranties, or other obligations hereunder, except if such Claim is based on the Company’s breach thereof (for which the Company shall indemnify and holder you harmless).
11. **Termination.**
 - 11.1. Either Party may terminate this Agreement without cause upon giving the other Party thirty (30) days prior written notice.
 - 11.2. We may terminate this Agreement immediately on written notice to you if you materially breach this agreement three (3) times during the Term. To avoid any doubt, failure of the Services to comply with the requirements of Section 2 is a material breach.
 - 11.3. The Company may terminate this Agreement immediately on written notice to you if you: (i) commit or have committed any criminal act or other act involving moral turpitude, drugs, or felonious activities; (ii) commit any act or become involved in any situation or occurrence which brings you into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which reflects unfavorably upon the Company or reduces the commercial value of our association with you; or (iii) information becomes public about your having, in the past, so conducted yourself as in (i) or (ii).
 - 11.4. Upon termination, the Affiliate will be compensated for any Monthly Fees earned to the date of termination.
 - 11.5. **Relationship of the Parties.** You understand that you are an independent contractor of the Company, and this Agreement does not create any association, partnership, joint venture, employee, or agency relationship between you and us for any purpose. You understand that you are an independent contractor and not be an employee for any purpose, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers Compensation Insurance Code, 401(k) and other benefit payments and third party liability claims. You are not eligible under this Agreement to participate in any of our employee benefits, such as time off, medical, profit sharing, or retirement benefits. You shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities

under this Agreement. You have no authority, and will not hold yourself out as having authority, to bind the Company and will not make any agreements or representations on our behalf without our prior written consent.

12. **General Provisions.**

- 12.1. **DISPUTES AND ARBITRATION:** The Parties agree that any controversy, claim or dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (except at the option of either Party for any application for injunctive relief) shall be finally settled by arbitration in Orange County, California under the rules of the American Arbitration Association (AAA) before one arbitrator and judgment upon the award rendered may be entered in any court having jurisdiction. In this regard, the Parties submit to the personal subject matter jurisdiction of the State of California. The arbitration provisions of this Section shall be interpreted according to, and governed by, the Federal Arbitration Act, and any action to enforce any rights hereunder shall be brought exclusively in the U.S. District Court for the Central District of California. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE RELATING TO THIS AGREEMENT AND AGREES THAT ANY SUCH ACTION SHALL BE ADJUDICATED BY AN ARBITRATOR AND WITHOUT A JURY. The Parties may mutually agree upon any procedure for appointing the arbitrator and shall inform the AAA administrator as to such procedure; however, if within forty five (45) days after the commencement of arbitration, the Parties have not mutually agreed on a procedure for appointing the arbitrator or have not mutually agreed on the designation of the arbitrator, the AAA administrator shall unilaterally appoint and designate the presiding arbitrator. If a Party fails to file a statement of defense within the time established by the tribunal without showing sufficient cause for such failure, as determined by the tribunal, or if a Party, duly notified, fails to appear at a hearing without showing sufficient cause for such failure, as determined by the tribunal, the tribunal may proceed with the arbitration. Additionally, if a Party, duly invited to produce evidence or take any other steps in the proceedings fails to do so within the time established by the tribunal without showing sufficient cause for such failure, as determined by the tribunal, the tribunal may proceed to make the award based on the evidence before it. The arbitrator may, in the award allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing Party.
- 12.2. **Assignment.** This Agreement is personal to you. You will not assign or otherwise transfer any of your rights, or delegate, subcontract, or otherwise transfer any of your obligations or performance, under this Agreement. Any attempt to assign, delegate, or transfer in violation of this paragraph is void. The Company may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.
- 12.3. **Notices.** Any notices required to be given under this Agreement will be sufficient and effective when in writing and delivered personally or sent by overnight delivery services

maintaining records of receipt, addressed to the parties at such other addresses that are provided in this application. Notice via e-mail shall be permitted under this section.

- 12.4. **Waivers.** Neither Party shall be deemed to have waived its rights under this Agreement unless such waiver is in writing and signed by such Party and such waiver by one Party of a breach of any provision of this agreement by the other Party shall not be deemed to be a waiver of any subsequent or continuing breach of such provision or of the breach of any other provision of this Agreement by that other Party. Any delay or omission on the part of any Party in the exercise of its strict rights hereunder will not impair those rights nor will it constitute a renunciation or waiver of those rights. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative, and none of them shall be a limitation of any other right, remedy, undertaking, obligation, or agreement of any of the Parties.
- 12.5. **Business Ethics.** Affiliate shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the Company's interest. During the term of this Agreement, Affiliate shall not accept any employment or engage in any work which creates a conflict of interest with us. Before engaging in an activity which may give rise to a conflict with us or the perception of such conflict of interest, Affiliate shall disclose to the Company its contemplated activity and obtain our express written approval before proceeding. Affiliate shall immediately notify us of all violations of this provision upon becoming aware of such violation. Notwithstanding the foregoing, this Agreement shall in no way be construed to (i) preclude in any way either Party from pursuing any other business opportunities (except in the case of Affiliate as set forth in this Agreement; (ii) establish any relationship between the Company and Affiliate with respect to such business opportunities; or (iii) establish any relationship between the Company and Affiliate with respect to the transaction that is the subject of this Agreement.
- 12.6. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of California without giving effect to any conflict of laws provisions that would result in the application of the laws of a different jurisdiction. Each party agrees to institute any legal suit, action, or proceeding arising out of this Agreement or the Services in the federal or state courts in each case located in Orange County, California.
- 12.7. **Severability; Prior Agreement; Entire Agreement.** If any provision of this agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this agreement will continue in full force and effect. This agreement contains the entire agreement between you and the Company and supersedes any oral or written statements made by or to you in connection with the Program and the Services. This agreement may not be modified except by a written agreement that is signed by an authorized representative of the Company.

EXHIBIT A: STATEMENT OF WORK

This Statement of Work (this “**SOW**”) is entered into and effective upon acceptance of the terms contained herein (the “**SOW Effective Date**”) by and between MyJane, LLC (“**we**”, “**us**” or, the “**Company**”) and an approved sales-affiliate (“**you**”, “**your**” or “**Affiliate**”) pursuant to the terms of the Affiliate Influencer Agreement dated as of the date hereof (the “**Agreement**”). Capitalized terms used herein but not defined shall have the meanings assigned thereto in the Affiliate Influencer Agreement.

<p>Services Description</p>	<p>Affiliate will provide promotional and marketing services to Company via Affiliate’s social media accounts and tag Company in any such promotion and marketing services, including but not limited to the Affiliate’s Instagram account(s), Facebook account(s), Twitter account(s), TikTok account(s), Snapchat account(s), LinkedIn account(s) and such other social media platforms and accounts as belong to Affiliate (collectively, the “Social Media Channels”) for the purposes of promoting and marketing the sale of Company’s CBD wellness boxes and related products (“Boxes”) using a uniquely designated discount code (“Code”) that Affiliate will be provided once approved to be part of the Program.</p>
<p>Deliverable and Requirements for the Services</p>	<p>Affiliate will make reasonable efforts during the Term to, at a minimum, provide the following deliverables/tasks as requested by the Company:</p> <ul style="list-style-type: none"> ● Promote the Collections of Boxes and related products on Affiliate’s Social Media Channels or offline to physical community and provide the Code to Affiliate’s followers that can be used by such followers when purchasing any of the Boxes or products. This Code will provide the user of the Code free shipping with purchase of the Boxes or other related products. ● No less than one (1) post per month on each of Affiliate’s Social Media Channels, promoting and marketing the Boxes with a link to the Company’s website (https://www.myjane.com/), or to the shopping page where such Boxes and other items are listed for sale (https://www.myjane.com/shop/). ● For each posting on the Affiliate’s social media account, Affiliate will tag the Company, @myjanesocial, on that platform, provided the Company maintains a social media account on that platform. The company currently maintains the following social media accounts at: https://www.linkedin.com/company/myjanesocial, https://www.instagram.com/myjanesocial/,

	<p>https://twitter.com/myjanesocial, and https://www.facebook.com/myjanesocial/</p> <ul style="list-style-type: none"> • Share or provide linked information, promotional deals or marketing messages related to the Boxes on Affiliate’s Social Media Channels, as reasonably requested by the Company during the Term. <p>The Affiliate will also provide other promotions and marketing services as may be reasonably required by Company from time to time. If email marketing is used, the affiliate must include info@myjane.com in the email recipients list they will use.</p>
Allowed Social Media Platforms	Affiliate shall conduct performance of the Services on Affiliate’s Social Media Channels, which include, but are not limited to, Instagram, Facebook, Tiktok, Snapchat, LinkedIn, and Twitter and emails to people who would have opted-in to receive your communications
Where Work Performed	Affiliate may determine where the Services are performed.
Publishing Schedule	As mutually agreed between Company and Affiliate, from time to time.
Company Contact	Hélène Blanchette
Compliance	For purposes of this SOW, the Affiliate expressly agrees to follow all applicable federal, state, local, municipal, county, city and administrative laws, regulations, statutes, codes, ordinances, or orders, without limitation. Affiliate expressly acknowledges and agrees to promote and market only the Boxes and no other product containing non-hemp derived cannabidiol (“ CBD ”) or tetrahydrocannabinol (“ THC ”) while performing the Services on behalf of the Company. Further, Affiliate acknowledges and understands that there are certain states where Boxes may not be shipping, due to local state restrictions and sales of Boxes into these states are strictly prohibited.
Fee (detailed)	The Company shall pay Affiliate a monthly fee equal to a tiered percentage of gross revenue (before tax and shipping) generated from the purchase of the Boxes and other related products in conjunction with the use of the Code (each, the “ Monthly Fee ”) (which shall not include returns, cancellation and chargebacks). The Company shall maintain and generate a sales report at the end of each month to determine Affiliate’s Monthly Fee. Any Monthly Fee due to Affiliate shall be paid within thirty (30) days of the month during which the Affiliate earned the Monthly Fee. Affiliate may request a sales report regarding any Monthly Fee, provided such request is send to the

	<p>Company Contact via email. Notwithstanding the forgoing, the Company shall owe the Affiliate no Monthly Fee until the Affiliate has provided a Form W-9 to Company Contact.</p> <p>The tiered percentage for the Monthly Fee will be substantially in the tiered structure as represented by the following table:</p> <table border="1" data-bbox="560 451 1388 714"> <thead> <tr> <th>Monthly</th> <th>Range</th> <th>Sold \$</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>From \$1</td> <td>up to</td> <td>\$180.00</td> <td>10%</td> </tr> <tr> <td>From \$181</td> <td>up to</td> <td>\$300.00</td> <td>15%</td> </tr> <tr> <td>From \$301</td> <td>up to</td> <td>\$500.00</td> <td>20%</td> </tr> <tr> <td>From \$501</td> <td>up to</td> <td>\$1,000.00</td> <td>25%</td> </tr> <tr> <td>From \$1001</td> <td>and above</td> <td></td> <td>30%</td> </tr> </tbody> </table>	Monthly	Range	Sold \$	Percentage	From \$1	up to	\$180.00	10%	From \$181	up to	\$300.00	15%	From \$301	up to	\$500.00	20%	From \$501	up to	\$1,000.00	25%	From \$1001	and above		30%
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From \$501	up to	\$1,000.00	25%																						
From \$1001	and above		30%																						
<p>Term</p>	<p>The term of this SOW shall commence on the SOW Effective Date and shall remain in full force and effect either Party terminates such SOW as set forth in the Agreement.</p>																								

EXHIBIT B: STANDARDS OF CONDUCT

With respect to promotional messages, photos, or other communications made on social media platforms about the Company and our products, services, and brands, all Affiliate Influencers must adhere to the following standards:

- You must comply with the Federal Trade Commission's (the "FTC") Guides Concerning Endorsements and Testimonials (<http://www.ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>), including making:
 - statements that reflect your honest beliefs, opinions, and experiences; and
 - clear and conspicuous disclosure about your connection to us in all of your posts.
- To better understand your responsibilities under the Endorsement Guides, you must review:
 - The FTC's Endorsement Guides: What People Are Asking (<https://www.ftc.gov/tips-advice/business-center/guidance/ftcs-endorsement-guides-what-people-are-asking>).
 - FTC: The Do's and Don'ts for Social Media Influencers (<https://www.ftc.gov/news-events/press-releases/2017/09/csgo-lotto-owners-settle-ftcs-first-ever-complaint-against>).
 - FTC: Disclosures 101 for Social Media Influencers (https://www.ftc.gov/system/files/documents/plain-language/1001a-influencer-guide-508_1.pdf).
 - FTC: Do you endorse things on social media? (<https://www.ftc.gov/news-events/audio-video/video/advice-social-media-influencers>).
- You may not:
 - make deceptive or misleading claims about our products and services or our competitors' products or services;
 - make any claims about our products, claims or services or our competitors' products and services that are not backed up by evidence;
 - disclose any of our confidential information;
 - disparage the Company or our brands, products and services;
 - engage in any communication that is defamatory or infringes upon the copyright, trademark, privacy, publicity, or other intellectual property rights of others;
 - offer for sale or solicit products on behalf of the Company;
 - make offensive comments that have the purpose or effect of creating an intimidating or hostile environment;
 - post content that promotes bigotry, racism, or discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
 - use ethnic slurs, personal insults, obscenity, or other offensive language; and

- make any comments or post any content that in any way promotes unsafe activities that could lead to an unsafe situation involving the Company's consumers or other individuals.
- You must adhere to:
 - the posted policies, guidelines, and terms of use on any platform on which you post content on behalf of the Company, understanding that any these platforms' disclosure requirements about your connection to us do not necessarily satisfy FTC disclosure requirements; and
 - any additional guidelines provided by the Company, such as product, service, or brand-specific program requirements and our Social Media Endorsement Policy.
- You must not create fake followers or engagement on social media platforms, such as:
 - buying followers;
 - using bots to grow audience size by automating account creation, following, commenting, and liking; or
 - post fake sponsored content.

EXHIBIT C: SOCIAL MEDIA ENDORSEMENT POLICY

Purpose and Scope

MyJane, LLC, its employees, officers, directors, managers, members, shareholders, agents, representatives, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors (“we”, “us” “our” and the “**Company**”) is committed to transparency and honesty in all of its advertising messages and promotional communications with consumers. One of the most common ways to advertise and market products and services in social media is to use third party endorsements. Like other types of advertising, endorsements must be truthful and not misleading. Consumers must understand when a social media endorsement is sponsored by us.

This Social Media Endorsement Policy (this “**Policy**”) not only applies to all agencies, independent contractors, speakers, writers, bloggers, talent, influencers, and any other individual or entity engaged in promotional communications on behalf of the Company on social media or other non-traditional media but is specifically written for approved sales-affiliates (“you”, “your”, “**Affiliate(s)**”) who are participating in the Company’s micro-affiliate business program (the “**Program**”). This Policy applies to all Affiliates who use their “influencer” status on social media to promote the Company and its products, services and brands. For Affiliates outside the US, the Company considers many of the requirements in this policy to be best practices for engaging in social media.

Defining an Endorser Covered by This Policy

An Affiliate communicating on social media or other non-traditional media is covered by this Policy if your promotional messages about the Company or our products, services, or brands are sponsored by us (a “**Sponsored Endorser**”). If an Affiliate is acting independently, it is not subject to this Policy.

A message is sponsored by us if we have a material connection with the Affiliate acting as the Sponsored Endorser. A material connection is a tie to us which, if known to consumers, might make consumers question the credibility of the endorser or materially affect the weight consumers place on the endorsement. It puts the endorser's independence in question. For example, the Company creates a material connection with an Affiliate if we do any of the following either directly or through an advertising agency, public relations firm, or other third party:

- Hire an agency to blog, post, or serve as a community manager on our behalf (both the agency and its employees then become Sponsored Endorsers).
- Enter into an agreement with an Affiliate to blog or post.
- Pay an Affiliate to blog or post.
- Provide free accommodations or travel to an Affiliate for a company event or experience.
- Provide discounts, sweepstakes entries, or other incentives to an Affiliate.
- Provide an Affiliate with free prizes for giveaways or sweepstakes on social media platforms.
- Provide an Affiliate with free samples to review on social media platforms.
- Provide an Affiliate with free samples after that person has blogged or posted independently, especially if providing the free samples creates the expectation of

additional free samples (which makes the individual a Sponsored Endorser going forward, not retroactively).

- Engage affiliate marketers to advertise, blog, endorse, or sell on our behalf (making the affiliates and their employees Sponsored Endorsers).

Please note, this list is not exhaustive.

Affiliates Who are Sponsored Endorsers Must Comply with Our Standards of Conduct

With respect to promotional statements or other claims made on social media platforms and on other non-traditional media about the Company and our products, services, brands, Affiliates who are Sponsored Endorsers must adhere to the following principles:

- They may only make statements that:
 - reflect their honest beliefs, opinions, or experiences; and
 - are transparent about their connection to us.
- They may not:
 - make deceptive or misleading claims to consumers about our products or services, or our competitors' products or services;
 - make any claims about our products or services, or our competitors' products or services, that are not backed up by evidence;
 - disclose any of our confidential information;
 - engage in any communication that is defamatory or infringes upon the intellectual property, privacy, or publicity rights of others;
 - offer for sale or solicit products on behalf of the Company;
 - make offensive comments that have the purpose or effect of creating an intimidating or hostile environment;
 - use ethnic slurs, personal insults, obscenity, or other offensive language; and
 - make any comments or post any content that in any way promotes unsafe activities that could lead to an unsafe situation involving the Company's consumers or other individuals.
- They must adhere to:
 - the posted guidelines and terms of use on any site on which they post content on behalf of the Company; and
 - any additional guidelines provided by the Company, such as product, service or brand-specific program requirements.

Affiliates who are Sponsored Endorsers must also refrain from creating fake followers or engagement on social media platforms, such as:

- Buying followers.
- Using bots to grow audience size by automating account creation, following, commenting, and liking.

Disclosing a Material Connection Clearly and Conspicuously

When posting about our products or services, the Company requires Sponsored Endorsers to disclose their material connection to us clearly and conspicuously.

This policy does not require specific language to disclose a material connection, but Sponsored Endorsers must communicate the material connection effectively so that consumers:

- Can easily find it.
- Can easily understand it.
- Obtain enough information to make a judgment about the value of the endorsement.

Consult “Best Practices for Disclosure Language” below for examples of language that successfully communicate a material connection and language that does not do so.

To ensure a disclosure is clear and conspicuous, appropriate consideration should be given to the limitations and nature of the platform being used. Sponsored Endorsers must:

- Ensure the disclosure is:
 - well-placed so it can be easily noticed; and
 - prominent so it can be easily read.
- Avoid burying the disclosure:
 - in a bio;
 - below the fold;
 - in a hyperlink, like a "Legal" or "Disclosure" button; or
 - among a series of hashtags, other disclosures, or general copy.
- Superimpose a material connection disclosure on images, including on Snapchat and Instagram Stories. The disclosure should be:
 - easy to notice and read in the time that followers have to look at the image; and
 - well-contrasted against the image.
- In video posts, including podcasts:
 - place the disclosure both within the video itself, and in the description of the video; and
 - display the disclosure long enough for a consumer to be able to read and understand it.
- In Instagram posts, disclose a material connection before the "More" button.
- For a live stream, repeat the disclosure as needed to ensure that consumers see it or keep it posted throughout the live stream.
- If the posts are part of an online chat or tweets, or a similar thread, make the disclosure clearly in the first entry into the conversation thread, and then add to subsequent entries at 3-10 entry intervals depending on the media and the length of the thread.
- Disclose the material connection even when just tagging a brand or product in a photo.
- For a television or radio talk show appearance, disclose the material connection verbally when promoting our products, services or brands.

If we ask Sponsored Endorsers to promote our products, services or brands on social media in exchange for the chance to win a prize, the official rules must require entrants to disclose the fact that the entrant's post is an entry into a contest or sweepstakes. Whether the products, services, or brands are promoted in a text, a hashtag, a photo, or a video, the entry post must include some clear and conspicuous indicator that the Sponsored Endorser has received an

entry in a promotion in exchange for the post. For example, the official rules could require entrants to use a specific hashtag disclosing that the post is a sweepstakes or contest entry. Failure to make the disclosure should disqualify the entry.

A social media platform may have a required tool or feature for paid endorsements. Though these tools or features must be used to comply with the platform's rules, they should not be relied on alone to meet FTC disclosure requirements.

What We Provide to Sponsored Endorsers

When the Company engages a Sponsored Endorser, either directly or through a service provider, we ask the Sponsored Endorser to agree to:

- An agreement outlining the business terms of the arrangement and the guidelines set forth in this Policy.
- A statement agreeing to comply with the guidelines set forth in this Policy.

The Company may also provide Sponsored Endorsers with:

- Message points, facts sheets, or other similar talking points about the products and services at issue, that do not necessarily prescribe what the Sponsored Endorser should say, but include:
 - a list of claims about the Company's product and services that the company has substantiated; and
 - guidance on what the Sponsored Endorser cannot say about the Company's product and service.
- Links to or copies of FTC guidance on, specifically:
 - Guides Concerning the Use of Endorsements and Testimonials in Advertising (Endorsement Guides).
 - The FTC's Endorsement Guides: What People are Asking.
 - The Do's and Don'ts for Social Media Influencers.
- General guidance on the FTC Endorsement Guides and encouragement to educate themselves on all FTC endorsement guidance.

When a Sponsored Endorser Fails to Comply with This Policy

The Company will correct any failure to disclose a material connection or communication of any unsubstantiated claims by a Sponsored Endorser. The employee team responsible for the Sponsored Endorser will take the following steps:

- If an agency or other third party manages or is otherwise involved with the Sponsored Endorser relationship, alert the third party to the issue.
- Consult with the Legal Department and Corporate Communications to determine whether a correction is needed, and how best to make it.
- If needed, require the Sponsored Endorser to make the correction or post the correction on the Sponsored Endorser's post or page directly.
- Determine if it is necessary to:
 - withhold payment from the Sponsored Endorser; or
 - terminate the relationship with the Sponsored Endorser.

Best Practices for Disclosure Language

As stated in this Policy, Sponsored Endorsers are required to disclose material connections to the Company. Listed below is sample disclosure language. Alternative but substantively comparable language may also be used where appropriate. Although the Company does not require specific disclosure language, it does prohibit certain hashtags and other disclosure practices specifically found by the FTC as insufficient. The goal for a material connection disclosure is to ensure it is readily seen and understood by consumers.

Statements about the material connection should identify the nature of the connection, such as:

- For receipt of free products:
 - I received free [products/services/samples] from [Brand Name/Company Name];
 - [Brand Name/Company Name] sent me free [products/services/samples] to review;
 - [Brand Name/Company Name] gave me this product to try; or
 - Thanks [Brand Name/Company Name] for the free [products/services].
- For paid Sponsored Endorsers:
 - I was paid by [Brand Name/Company Name];
 - I was hired by [Brand Name/Company Name] to post about its [products/services];
 - I have partnered with [Brand Name/Company Name] to promote its [products/services]; or
 - I am a paid brand ambassador for [Company Name].
- For receipt of travel and accommodations:
 - [Company Name] paid for my travel and hotel to [visit its headquarters/sample its products/attend the launch of its new product/see a demonstration of its services/[Other]].
- For receipt of a prize to be given away in a sweepstakes or contest:
 - [Brand Name/Company Name] is providing the prize[s] for this program at no cost to me. [This program is not administered or sponsored by [Brand Name/Company Name] or its affiliates, but solely by [Sponsored Endorser Name/Website].]
- For incentivized consumer reviews:
 - I received a [sweepstakes entry/discount/coupon/[Other]] for making this review.
 - I am part of [Company Name/Brand Name]'s program that gives me [free samples/coupons/discounts/[Other Benefits]]; or
 - Reviewers on this page received a [sweepstakes entry/discount/coupon/[Other]] for making their reviews.
- For personal relationships:
 - I am [a friend of/related to/the [Relationship] of] [Name of Company Principal].
- For other material connections:
 - "Advertisement";
 - "Sponsored";
 - "Paid ad"; or

- "Ad:" (this would go at the beginning of the statement to indicate the statement is an ad).
- For television or radio talk show appearances where our products, services, or brands will be promoted, a Sponsored Endorser should verbally make the material connection to us known, such as stating:
 - [Brand Name/Company Name] gave me this _____ (product or sample) _____;
 - I was paid by [Brand Name/Company Name] to...; or
 - I am working with [Brand Name/Company] to....]

If using a hashtag to identify a material connection, make it unambiguous, such as:

- #ad.
- #paid.
- #sponsored.
- #[name of brand]ambassador.
- #[name of brand]endorser.
- #[name of brand]partner.

Avoid ambiguous hashtags to identify material connections, such as:

- #sp.
- #spon.
- #thanks[name of brand].
- #team[name of brand].
- #ambassador.
- #consultant.
- #partner.
- #adviser.
- #collab.

Additionally, if a Sponsored Endorser has posted a "Disclosure and Relationships Statement" section on their blog, website, profile page, or similar site, the statement should:

- Fully disclose how the endorser is working with us.
- Disclose how the endorser works with other companies generally.
- List any conflicts of interest that may affect the credibility of the sponsored or paid reviews.