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INTRODUCTION

Welcome

We at Mendability wish to welcome you as a certified Sensory Enrichment Therapist. We are very happy you have decided to take the steps to become certified and learn more about this powerful and effective therapy.

As you begin your journey in sharing Sensory Enrichment Therapy with your clients, we hope you will find it a natural extension to what other services you are offering

Our vision

It is our vision at Mendability to offer services to families and professionals to increase the likelihood that individuals with mental health issues will experience maximum relief in their symptoms. This can happen when families engage consistently and correctly in Sensory Enrichment Therapy, which improves when given the right access and support.

Most professionals are unable to see their clients every day for therapeutic purposes. Therapists may assign exercises for the family to do between visits as carry-over, but many see mixed results and poorly executed implementation. In this situation, we recommend Mendability as a resource to help therapists deliver carry-over exercises. We have a clinically proven, home-based therapy and great experience in helping parents to stick with the routines. Professionals can have their clients enroll in our program and we will take care of the rest.

Some professionals may desire to be more involved in their client's Sensory Enrichment Therapy.

In short, certified professionals may wish to:

1. **Use Mendability as a resource to help deliver effective carry-over exercises**
2. Advise and support their clients as they engage in Sensory Enrichment Therapy
3. Implement the therapy directly with the client

The Agreement

Becoming an Approved Provider means you are entering into a legally-binding business relationship with Mendability LLC. The Approved Provider Agreement (in short, "Agreement") is between an Approved Provider and Mendability LLC.

The Agreement contains Mendability standards, which define the fundamental requirements and procedures, expected behaviors, and acceptable activities as you share Mendability Products and opportunity with others. Compliance with these standards will help you operate your business in a healthy and ethical manner.

All references to "Mendability Brands" indicate Mendability-affiliated brands. References to "Approved Provider" indicate an independent representative and approved provider representing any of the Mendability Brands, including Sensory Enrichment Therapy™, and Mendability®.

This manual is a living document and will be updated frequently. You are required to ensure that you check regularly to ensure you have the latest version and are abiding by those regulations.

Your Rights

As a current Approved Provider in good standing, you have the right to:

- All rights maintained as a Sensory Enrichment Therapy™ practitioner or use of the modality;
- Receive remuneration for Sensory Enrichment Therapy services;
- Represent the Mendability Brand;
- Receive official Mendability communications;
- Appear in the Mendability Therapist Directory;
- Access Mendability-sponsored support, training, and recognition;
- Receive access to an online CRM that facilitates and records your business interactions with your Family Accounts and Mendability; and
- Contact Mendability Support by submitting a support tickets through the CRM or via phone and email.

The intent of the Agreement

Where specific standards are not already established, Mendability refers to the intent of this Agreement, which are to:

- Protect your right and ability to operate as an Approved Provider;
- Protect Mendability assets and interests;
- Protect the opportunity for all current and prospective Approved Providers;
- Promote healthy business activities and relationships; and
- Contribute to the Mission, Vision, and Values of Mendability.

WORKING WITH MENDABILITY AS A CERTIFIED SENSORY ENRICHMENT THERAPIST

Introducing SET to your own clients

If you intend to introduce SET to your own clients, this program can serve as a great support. Clinical research has shown that therapy is six times as effective when SET is added to the client's daily routine.

The amount of involvement you want in the SET portion of their treatment is entirely up to you.

Most often, professionals will find it convenient to have Mendability take care of all of the SET delivery, support, motivation, and billing. Mendability will work with your client to provide the desired level of support and motivation. This allows the professional therapist to focus on their specialty with their client and avoid the additional time and expense related to SET. In this situation, the professional therapist will still have access to the CRM (Client Records Management) software which allows them to follow up on everything the client is working on, including worksheets, and notes and emails from the Mendability Team.

It is recommended that the professional certifies in Sensory Enrichment Therapy to be educated in the therapy, and to be able to speak intelligently and informatively about SET, and then recommend it to their clients. Then the clients will sign up for SET under Mendability who handles the rest, while the professional has a portal to see into the care and progress record of the client.

However, for professionals who wish to perform their own support, motivation, or billing related to SET, this is also possible. It simply requires coordination between the client, the professional, and Mendability. Together we decide how much will be done by the client themselves, how much will be done by you the professional, and how much you would like Mendability to provide as a service. An explanation of the various levels of service available is provided later in this document.

Co-ordinating efforts with Mendability will normally involve a paid service to enable email and/or phone access to Mendability for support. Other features will likely be desirable as well, such as the ability to adjust worksheets, and see reports.

If you intend to collect payment for any of services related to SET that you provide directly to your own clients, you are permitted to do so.

If a professional communicates or advises in any way regarding SET to the client, notes of that communication must be entered into the CRM record of that client.

Payment collection

Most professionals will refer their clients to the program provided by Mendability. The clients will select the features they wish, and make the payments to Mendability for those features. Mendability would then provide those features. Professionals will have access to view the accounts of clients if they invite clients directly using the invitation page, and selecting "Paid by User" as the option.

Clients who are invited by the professional via the invitation page would first click the link, and then when they get to the payment page, have an opportunity to click "Change" in the plan summary. The default plan is a \$4 plan. If they wish to reduce their costs, or conversely increase their services they may do so. Again, this is done by clicking "Change" in the plan summary.

Alternatively, the professional may wish to pay for the client accounts. In this case, the professional will be charged \$4 per client account, and Mendability will provide the automated upgrades of alternate exercise selection visible to the client, custom reporting, and removal of advertisements. Mendability will provide no further service to the client in this version.

Please be advised that Mendability is transitioning into this new payment method, and therefore may be updating the policy and options in the future.

Working with referred clients

Mendability is not currently referring clients to professionals, however the therapist directory may organically draw people to your attention and to reach out to you.

Client Features

Clients who join Mendability can do so for free, but there are many affordable features available to the client for upgrades. You may wish to provide the support listed, and you may charge or offer the support for free to your own clients.

Mendability may recommend certain features to your clients. Although this is part of the sales process, we will not harass or put pressure on your clients to make these upgrades. Mendability employees are committed to acting in a professional and ethical manner at all times.

Platinum Services

Therapy creator supervises my therapy

I would like the creator of the program, who has over 30 years experience with Sensory Enrichment Therapy™, to be involved in my therapy program.

Not available for any professional consultant to deliver

Custom exercises just for my child

Exercises are custom modified or sometimes even created just for my child taking into account his/her unique needs and abilities.

Only available through Mendability or platinum-certified professionals

Bi-weekly video assessments

I would like my coach to review my child's progress regularly through video conference, so that I can show them exactly my issues of concern.

Only available through Mendability or platinum-certified professionals

Coach selects exercises

A therapy coach will review the worksheet generated by the automated system and may select different exercises based on my input.

Only available through Mendability or platinum-certified professionals

Review of personal videos

I would like Mendability to review uploaded videos of my child as part of the process of reporting progress and generating exercises.

Only available through Mendability or platinum-certified professionals

Implement the therapy

I would like a professional to administer Sensory Enrichment Therapy directly with my child

Only available through individuals with at least basic certification. If you wish to charge the client or not charge the client, this is up to you. Note that this is not a feature listed to the client on their feature selection menu. This is just an option some therapists may wish to pursue.

Communication Options

Phone calls with my assigned coach

Phone access to my dedicated Mendability coach who follows my account.

Basic Certification a minimum to deliver this service. Note that this may also be done through face-to-face visits with the client. If you wish to charge the client or not charge the client, this is up to you.

Emails with my assigned coach

Email access to my dedicated Mendability coach who follows my account.

Basic Certification a minimum to deliver this service. Note that this may also be done through face-to-face visits with the client. If you wish to charge the client or not charge the client, this is up to you.

Phone Support Team

Phone access to a general help line.

Only available through Mendability.

Email Support Team

Email access to a general support email address.

Only available through Mendability.

Help to stay on track

Personalized motivational support

I would like to use Mendability's online motivational tools to help me stay on track with the program.

For your own clients, you may choose the methods you wish to motivate your clients.

Basic Certification a minimum to deliver this service. Note that this may also be done through face-to-face visits with the client. If you wish to charge the client or not charge the client, this is up to you.

Automated motivational support

I would like to use Mendability's online motivational tools to help me stay on track with the program.

This is an automated feature only available through the software

Advanced automated options

Option to choose alternate exercises

If you do not like the exercises prescribed on a worksheet, the system provides effective alternates to choose from.

This allows the client to select different exercises. If you wish to also have access to see and choose alternates, then there is a feature available on the professional account to open this up to you.

This is an automated feature only available through the software. Professionals may not offer their own alternate exercises to the clients.

Advanced progress analysis and reports

I would like to have access to the Data Analysis page that gives me reports on my child's progress and condition.

This allows the client to see historical reports on 12 categories in which they may see progress. It also shows a 6-month projection based on the 6 months of progress seen by the 25 children most like the child in question. If you wish to also have access to see the data and progress of the client, then there is a feature available on the professional account to open this up to you.

This is an automated feature only available through the software.

Remove ads on Mendability account

I do not want to see ads on my Mendability account.

When chosen, the ads no longer appear on the account.

This is an automated feature only available through the software.

Professional Features

Professional accounts can be free, but there are many affordable features available to the professional. They are very similar to the ones available to the client, but have different meaning.

Platinum Services

Therapy creator works with me

I would like the creator of the program, who has over 30 years experience with Sensory Enrichment Therapy™, to be the person I can ask questions to, and work with individually with me as we work as a team to deliver the best therapy to my clients.

Note that this feature does not make sense to have alone without some communication option selected.

Custom exercises just for my client

I am involved while Exercises are custom modified or sometimes even created just for my client taking into account his/her unique needs and abilities.

Mendability will be consulted to select the exercises, custom-modify the exercise, or create a new exercise for the client.

The cost will be per client most often paid by the client, but if the professional wishes to make the payment on behalf of the client, they may do so. The professional also must pay a flat fee to enable this feature for their professional account.

Note that this feature does not make sense to have alone without some communication option selected.

Bi-weekly video assessments

I would like Mendability to be involved as we work together as a team to review my client's progress regularly through video conference.

This feature is normally combined with custom exercises feature to serve as additional information when making the decision regarding what to prescribe, but it does not have to be. It may be used to help the client adjust the therapy delivery more effectively or correctly, to use as advisement regarding how to report progress, or simply as a tool for informational purposes.

Note that this feature does not make sense to have alone without some communication option selected.

Coach selects exercises

Mendability can be consulted to help you select a different exercise on the worksheet from the database of over 400 exercises. You are not limited to the 3 alternates through the automated system.

Note that this feature does not make sense to have alone without some communication option selected.

Review of personal videos

I would like Mendability to review uploaded videos of my client as part of the process of reporting progress and generating exercises.

Normally this would be combined either with the "Coach selects exercises" or the "Custom exercises" feature, but it does not have to be. This is similar to the bi-weekly video assessment, except that it is not done live without interactive capabilities. It is simply videos uploaded at the convenience of the client and reviewed at the convenience of Mendability and the professional. This can be used to adjust exercises, or it may be used to advise on how to report progress, adjust therapy delivery, or simply as a tool for informational purposes.

Note that this feature does not make sense to have alone without some communication option selected.

Communication Options

Phone calls with my assigned coach

Phone access to my dedicated Mendability coach who follows my account and client accounts.

Emails with my assigned coach

Email access to my dedicated Mendability coach who follows my account and client accounts.

Phone Support Team

Phone access to a general help line.

Email Support Team

Email access to a general support email address.

Advanced automated options

Option to choose alternate exercises

If you do not like the exercises prescribed on a worksheet, the system provides effective alternates to choose from.

This only is activated if your client has this feature also activated. If both your client and you have this feature activated then you will be able to see and interact with this feature.

Advanced progress analysis

I would like to have access to the Data Analysis page that gives me reports on my client's progress and condition.

This allows the client to see historical reports on 12 categories in which they may see progress. It also shows a 6-month projection based on the 6 months of progress seen by the 25 children most like the child in question.

This only is activated if your client has this feature also activated. If both your client and you have this feature activated then you will be able to see and interact with this feature. You pay only a flat fee.

Advanced Reports

I would like to have access to special reports available only to professionals. These reports provide additional insights into your clients' progress and dedication, as well as summaries of all your clients.

Remove ads on Mendability account

I do not want to see ads on my professional account.

When chosen, the ads no longer appear on the account.

ACCOUNT OPERATIONS

SECTION 1: ESTABLISHING AN APPROVED PROVIDER ACCOUNT

Eligibility requirements

A. To enroll, you must:

- Be of the legal age of majority in your locality of residence;
- Be a legal resident and legal to work in your locality of service and residence;
- Provide your legal name and identification;
- Be certified in Sensory Enrichment Therapy; and

B. You and those with a Beneficial Interest in your Account (including your Immediate Household), must NOT:

- Be a Principal Member of another competing company;
- Be a current employee of Mendability (effective Apr. 1, 2014); and

- Have been an employee of Mendability within the last one (1) year except as approved by Mendability in writing.

C. Mendability, at its sole and absolute discretion, reserves the right to reject any new enrollment for any reason.

Account types

- A. Individual Accounts may be owned and operated only by a single individual.
- B. Business Entity Accounts may be owned and operated by a business entity.

SECTION 2: ACCOUNT MAINTENANCE

Account information

Maintain your Account with updated and accurate information. Mendability is not liable for delays or damages due to incorrect information on your Account.

Account changes

Type of Account change	How changes are made
Address, email, telephone	You can make these changes in your own Account. Families can make these changes on their Account.
Legal name	You can make these changes in your own Account. Families can make these changes on their Account. Make sure it is your legal name for receiving payments.
Country of residence	You can make these changes in your own Account. Families can make these changes on their Account.
Payment Plan	Contact Mendability for help making changes to your plan for your own account. Families can make plan changes on their own account, but may contact Mendability for assistance.
Cancellation	If you are retiring from being an Approved Provider, notify Mendability.
Add/Remove Family Account to your service list	You can remove or invite additional families using the CRM.
Add/Remove care recipient within a family	You can add or remove a care recipient in the Account of the family through the CRM.

Assignment of rights

You may not assign any rights under the Agreement to others. They may seek their own agreement, and it may be possible to transfer Family Accounts to others who have their own Mendability professional Account but not without first obtaining written authorization, which is granted or denied at Mendability's sole and absolute discretion.

Continuing Education

It is your responsibility to maintain your certification with your Mendability Training every 2 years. Failure to do so may result in suspension or cancellation of your Mendability Account at Mendability's sole and absolute discretion. We also encourage you to stay current with Mendability and Sensory

Enrichment Therapy principles by reading newsletters, attending meetings or training, and reviewing other material sent to you.

Service Volume

If more than 50% of your income and more than 50% of your work week is related to Sensory Enrichment Therapy, then notify Mendability at that time for special approvals.

Privacy of Clients and Safeguarding of Protected Health Information

You must abide by all HIPAA and HITECH regulations, including the protection of all data, recipient and client identifiers, as well as any information that could be used to identify anyone engaged in Sensory Enrichment Therapy, and any information connected with the treatment or health information of the client or recipient.

Certification

Certification shows that you have taken the course and achieved the minimum requirements for certification. Certification may fall under one of the following classifications:

- **Active** (Certificate holder has an unexpired certificate and an active Mendability account in good standing)
- **Inactive** (Certificate holder does not have an active Mendability account in good standing)
- **Expired** (Certificate holder has not recertified in the required time frame)
- **Suspended** (Certificate holder is under disciplinary actions for the purpose of correcting errant behavior)
- **Revoked** (Certificate holder has either not responded favorably to the suspension, or has committed grossly errant behavior resulting in the loss of certification)

Only with an active certification are you able to engage in Sensory Enrichment Therapy. An active certification gives you the title of Approved Provider of Sensory Enrichment Therapy, and allows you to charge for, supply support services, and/or engage directly in Sensory Enrichment Therapy as per this Agreement.

SECTION 3: Account Payments

Pricing, payments and sales tax

Mendability pricing and payments for partners and Customers are subject to change at any time and without advance notice to you. Mendability reserves the right to reject or cancel your Account for any reason.

When Professional collects payments

Any sales made between you and your Family Accounts are your own responsibility including any applicable sales tax. Mendability is not responsible for the collection of overdue or missed payments of your Customers. Mendability will not cancel any of your Family Accounts as a result of overdue or missed payments on your behalf except at Mendability's sole discretion. You do however have control over dropping the family from your service list. It is your responsibility to follow all laws, ethical principles and industry standards when setting the price of services, collecting payments, and respecting the rights of your clients and Customers and care recipients of Family Accounts.

When Mendability collects payments

When Mendability collects payments, Mendability is responsible to set the price of the service. You may discuss options with Mendability about adjusting the price for your clients on a special case which may be reviewed on a case-by-case basis, but ultimately the final decision on pricing rests with Mendability.

Professional Missed Payments

It is your responsibility to ensure that payments of your Mendability Account are up to date and paid in full. If a payment is missed, it should be paid within one month of the missed payment. If it is still overdue by the time the next payment is attempted, then the amount for both months will be taken at that time. If there are two consecutive missed payments, your Account will be cancelled and your Family Accounts will be dropped and invited to continue their therapy with Mendability on their own personal Account.

For cases in which Mendability collects the payments from all your families, there may not be a payment required from you. There may still be a cancellation of your account due to extended inactivity however.

Warranties, guarantees, and returns

- A. Mendability does not guarantee or warrant any results of Sensory Enrichment Therapy™.
- B. Evidence as to the effectiveness of Sensory Enrichment Therapy does not serve as a guarantee or warranty of any results.
- C. You likewise cannot guarantee or give warranty to any of your own clients or Customers or care recipients of Family Accounts as to results they will obtain through Sensory Enrichment Therapy™.
- D. Any refunds to your own client or Customer for payments made by them to you are your own responsibility and are according to your own discretion.
- E. Refunds to clients or Customers in which payments were collected by Mendability are given at the sole discretion of Mendability. You cannot offer refunds to clients for which you do not collect payment.
- F. For your professional account, there are no refunds or credits for any payments or partial months for you or by Mendability for your Family Accounts, except at the sole discretion of Mendability.

Obligations to Customer

Customer service: As an Approved Provider, your service reflects on the Mendability® Brand. Set reasonable expectations regarding the options, pricing, and therapy delivery for your Customers. Deal fairly and honestly. Loyalty from your Customers is earned by you and not guaranteed by Mendability.

Therapy: As an Approved Provider, you must deliver Sensory Enrichment Therapy as it is intended and taught through the certification, and as guided by Mendability. If you have training and authority to comment outside of Sensory Enrichment Therapy, it must be clear to the audience that you are discussing it outside of the purview of Sensory Enrichment Therapy. If Sensory Enrichment Therapy conflicts with the advice given by a medical professional, follow the advice given by the medical professional.

SECTION 4: CANCELLATIONS AND SUSPENSIONS

Cancellations

Your Account may be cancelled in the following ways:

- A. Voluntary cancellation: You may cancel your Approved Provider Account at any time and for any reason by submitting a written request to your Mendability support contact.
- B. Cancellation due to Inactivity: If you are Inactive in your Account for any consecutive 90-day period, your Account will be cancelled altogether – an Account Cancellation – due to Inactivity. Exceptions or extensions must be obtained in writing from Mendability.
- C. Involuntary cancellation: Any violation of the Terms and Conditions agreed to for the course, for the Mendability professional account, or this Agreement, including any subsequent amendments made by Mendability, may result in disciplinary action, which could include, but is not limited to, an involuntary Account Cancellation and removal of the Approved Provider title and status. Mendability expressly reserves the right to cancel the Accounts and titles and status of Mendability Approved Providers upon 30 days written notice in the event that Mendability elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate offering of its Products. Upon cancellation of your Account, your Customers will be offered a personal Mendability Family Account or have their Family Account cancelled as well. You waive all rights associated with being an Approved Provider, including but not limited to property rights, to your former Account on Mendability, and you must immediately:
 - Stop representing yourself as a Mendability representative or provider in any form;
 - Stop delivering or officially representing Sensory Enrichment Therapy;
 - Stop participating in conferences, fairs or other bookings in which you intend to showcase Mendability Products or services including Sensory Enrichment Therapy, including those scheduled prior to Cancellation;
 - Remove any mention in public view of your representing Mendability on your website, stationery, vehicles, place of business, signage or any other public view.

Suspensions

Your Approved Provider Account may be suspended either voluntarily or involuntarily. During a Suspension, (1) your Family Accounts remain intact, (2) your CRM access will be disabled, (3) all rights associated with being a Mendability Approved Provider are temporarily revoked, and (4) you must:

- Work with your Mendability Support contact to fulfill all needs regarding Sensory Enrichment Therapy for your Family Accounts;
- Stop selling or representing Mendability Products;
- Stop leading official communications/trainings (unless otherwise authorized by Mendability); and
- Stop conducting business development, and participating in conferences, fairs or other bookings in which you intend to showcase Mendability Products or services including Sensory Enrichment Therapy, including those scheduled prior to Suspension.

A. Voluntary Suspension: If you have Extenuating Circumstances, you may request to voluntarily suspend your Account for up to three (3) calendar months. The decision to grant a voluntary Suspension request will be at Mendability sole and absolute discretion. To initiate a request for voluntary Suspension, email your Mendability Support contact. For foreign military service assignments, you may request a longer term voluntary Suspension.

B. Involuntary Suspension: At Mendability's sole and absolute discretion, your Account may be suspended during the review of a compliance case, or as part of disciplinary action resulting from violations of the Agreement.

Reinstatements

Account Reinstatements: If your Account is cancelled and you wish to begin again as an Approved Provider, email your Mendability Support contact to apply for an Account Reinstatement. Your Account may be reinstated only for good cause, which will be determined at the sole and absolute discretion of Mendability.

SECTION 5: INTERNATIONAL

International Family Accounts

A. You may have Family Accounts for Mendability Products in your country of residence provided you have legal right and license to do so. You may also have Family Accounts for Mendability Products in any country in which you have been authorized in writing by Mendability. All sales and therapy delivery in all countries must be done in accordance with local laws and regulations.

B. You may not sell or represent Mendability Products outside of your country of residence except if you have been given written permission by Mendability.

C. You may enter into your own contracts with a fair, show, conference, or other temporary sales event to showcase Mendability Products in any country in which you reside or have been authorized in writing by Mendability AND in accordance with local laws and regulations. Mendability is not party to any of those contracts and is not liable nor connected in any way with those contracts.

COMPENSATION

Your own clients

Mendability will not send you any compensation for your own clients, whether you refer them to Mendability to support, or support them yourself. You may wish to charge for your services that you render to those clients.

If you wish to offer in-home support or implementation, it will involve going to the home of the individual and doing in-home visits, training, therapy, etc. You can set the price of those services.

If you wish to implement the therapy yourself in a clinic or facility setting, you may set the price of those services as well.

Referred clients

Mendability is not currently referring clients to professionals, however the therapist directory may organically draw people to your attention and to reach out to you.

ADVERTISING

SECTION 1: TARGET AUDIENCE

Customers and prospective Approved Providers

You can promote Mendability Products and opportunity to anyone, with the following exclusions:

- A. Resellers: Anyone who you reasonably believe is going to resell Mendability Products.
- B. Eligibility: Any Approved Provider prospect who you know does not meet all of the eligibility requirements (see Eligibility Requirements).
- C. International: Anyone in an unopened international market or in a country not of your residence unless you have permission from Mendability in writing.

SECTION 2: AD CONTENT

It is your responsibility to help safeguard and promote the good reputation of Mendability through courteous and ethical conduct and practices. Whenever promoting Mendability's Products or opportunity, identify yourself as an "Approved Provider of Sensory Enrichment Therapy", "SET Approved Provider", "Approved Provider of SET", "SET Certified" or as a "Certified Sensory Enrichment Therapist".

Corporate pricing and packaging

You are allowed to advertise corporate pricing and corporate specials, promotions, or programs in any approved marketing channel. You are allowed to advertise your own services in connection with your position as an Approved Provider, but it must be clear about which of your services are connected with Mendability, and which of your services are not.

Personal Specials

Personal specials, including discounts, giveaways, and other special considerations may be used as an incentive or reward for Customers. However, you may only advertise personal specials via one-to-one communications in person, email, direct or private message, telephone, or direct mail. Any personal specials you wish to convey widely to the public such as on social media, online or some other public display must obtain written permission from Mendability to do so. Furthermore, personal specials must not convey in any way or be possibly construed as to apply to Mendability generally, and they must be clear that they apply only to you and your practice within your area.

Claims

- A. Products: You may not make any claims regarding the therapeutic or curative properties of any Mendability Products, other than those contained in current official Mendability literature.
- B. Opportunity: You may not demonstrate the earning potential of Mendability or selling opportunities by sharing your own earning information or the earning information of other Approved Providers. You may not offer projections of what a new Approved Provider might earn. You may not use hypothetical income examples to help explain how income can be obtained unless the example is accompanied by a supporting document provided by Mendability. If such a disclosure has not been provided by Mendability, you may not use hypothetical examples.
- C. Endorsement claims: You may use only Mendability-approved language or materials when asserting any previous, current, or future endorsement of any kind from any entity, including but not limited to endorsements or testimonials from individuals, government agencies or officials, celebrities, or companies even if they belong to your own Family Accounts.

Appropriate content

When you are representing yourself as an Approved Provider, you may not:

- Use rude, offensive, or vulgar content in any advertising or Mendability-sponsored online forum;
- Disparage Mendability, other Mendability Approved Provider, Mendability's Products, Sensory Enrichment Therapy, or Mendability's board of directors, officers, or employees. The determination of inappropriate content is at the sole and absolute discretion of Mendability.

Naming restrictions

When using the Mendability or Sensory Enrichment Therapy name in any social media alias, state in full "Approved Provider of Sensory Enrichment Therapy", "SET Approved Provider", "Approved Provider of SET", "SET Certified" or as a "Certified Sensory Enrichment Therapist". You may not use the Mendability or Sensory Enrichment Therapy name or derivatives in an email address, username, or URL address. You may not use state/province names, country names, or abbreviations of geographical names in isolation in URLs associated with your Mendability Representation without Mendability's consent.

SECTION 3: MARKETING CHANNELS

The primary channels of marketing are: print, web, social, and traditional. Each has specific standards, outlined in this section, that apply distinctly to that channel. Marketing materials and channels outside of those expressly listed here must be pre-approved by Mendability in writing.

Print

- A. Corporate materials: Marketing materials are available for free by requesting these materials from your Mendability Support contact. These items may be personalized with your contact information (name, email, URL, phone, title) without prior approval.
- B. Approved Provider materials: If you produce and distribute your own marketing materials, including apparel, or if you alter corporate materials, your materials and those produced for you by a third party must be submitted to your Mendability Support contact for review and approval.
- C. Distribution of materials: If you wish to distribute print materials (fliers, brochures, etc.) at a business, public, or government facility (schools, libraries, etc.), first obtain permission from that location. You may not place print materials on doors or windshields.
- D. Signage: Do not display signage including any of Sensory Enrichment Therapy or Mendability's names, trademarks, logos, or other intellectual property at a private residence or Retail Location that are visible to passersby and appear as a stock-and-sell location. You may display signage on your vehicle. You may display temporary signage for an open house or a Temporary Event. The determination of whether signage is permanent, visible to the public, or suggests a stock-and-sell location is at Mendability's sole and absolute discretion.

Web

A. Approved Provider External Websites: You are allowed to use External Websites to brand yourself and promote Mendability Products and opportunities. Websites that are developed primarily for other purposes that also mention Mendability Brands in an insubstantial way do not require prior written approval. If you wish to develop or operate an External Website with substantial promotion or reference to Sensory Enrichment Therapy or Mendability Products and opportunities, you must obtain prior written approval to display it on the External Website in the context in which it appears. Any

changes to the context or content of the references to Mendability Products and opportunities also need prior written approval.

B. Blogs: A blog developed for the primary purpose of marketing or promoting Mendability Products or the Mendability opportunity is considered an External Website and must follow the standards. Blogs that are developed primarily for other purposes that also mention Mendability Brands and/or direct traffic to your External Website do not need to have prior written approval registered.

C. Online classifieds, sales, and auction sites: You may not list or sell any Mendability Products on any online retail store, e-commerce site (such as eBay and Amazon), or online classified (e.g. Craigslist, Facebook buy sell-trade pages, or yard sale sites). You may not enlist or knowingly allow any third party (Customer, family member, etc.) to sell Mendability Products through these channels. All advertisements listed through these channels must direct Customers to your External Website, or upcoming event, as permitted by the rules of that page or website.

D. Mobile applications: You may not create or distribute a mobile application, or app, to promote Mendability's Products or opportunity except for existing Mendability apps. You may optimize your External Website for mobile devices.

E. Mendability Therapist Directory: You may have a page in the therapist directory, and it is advisable that you do so. The therapist directory doubles as a confirmation of certification, and without at least your name in the directory, then your certification is not confirmed to the public. You may link to your own personal page within the directory as you wish. The content of the directory is moderated to ensure content is fair and professional.

Social

A. Social media: You may use social networking sites (Facebook, Instagram, Pinterest, Twitter, etc.) to promote Mendability's Products and opportunity, but these sites may not be used for advertising personal specials that may imply the special applies to Mendability, and therefore must be pre-approved in writing. See also "Personal Specials".

On the Mendability Facebook page, please be professional in your language and posting behavior and replies, and also limit any solicitous posts there to a short introduction to yourself, and a link to your personal Mendability therapist directory page.

B. Digital media: You may upload, submit, or publish any Mendability-related video, audio, or photo content that you develop and create as long as it is in compliance with the Agreement. You may not upload, submit, or publish as your own any content received from Mendability or substantive content (including, but not limited to, trade secrets, event presentations, Product concepts, etc.) captured at official Mendability events or in buildings owned or operated by Mendability without prior written permission from Mendability through your Mendability Support Contact.

C. Corporate pages: You may not post your URL or solicit recruits or sales on any corporate Mendability social media presence page.

Traditional

- A. Fairs and shows: You may promote Mendability Products and opportunity and sign up Family Accounts with a Promotional Display. Depending on the rules or location of the event, it may not be legal to accept payment while at the event. When you are signing up for or attending an event:
- Your booth and materials may represent your own services and the Sensory Enrichment Therapy or Mendability Brand but not any competing brand or Product;
 - Mendability does not limit the number of booths allowed;
 - You should not enter into contracts for overlapping events/shows; and

- Mendability will not be made a party to a contract between you and an event coordinator, nor will Mendability be liable for any disputes that arise between you and an event coordinator, or between you and another Approved Provider at the event;
- B. Retail Locations: You may promote Mendability opportunity and collect orders with a Promotional Display. You may NOT accept payment in any Retail Location. If you have ANY questions regarding what is considered a Retail Location, contact your Mendability Support contact prior to selling or recruiting at that location.
- C. Public media / Press: Email your Mendability Support contact and obtain approval before you disclose any information to the public media. If Mendability requests that you not respond to a media inquiry, or requests that you refer the media to Mendability to respond, you agree that you will comply with such requests.
- D. Home parties, and open houses: You may sign up Family Accounts, and offer personal specials at parties and open houses. Home parties and open houses held in a Retail Location must take place outside of normal business hours and may not be advertised to the general public.

SECTION 4: TACTICS

Promotional Displays

A promotional display is to generate interest, sign up Family Accounts, and promote the opportunity. A promotional display must not be, or even appear to be, a clinic or fee collection site.

Search Engine Optimization (SEO)

You may employ only authentic SEO tactics on your External Website. Authentic SEO is the result of adding genuine value to the online community through meaningful content you author, conversations you join, relationships you create, and improving the ease with which all of these are indexed by search engines. Mendability may take any action it determines necessary to prohibit the use of inauthentic SEO tactics.

Paid online and social advertising campaigns

Sponsored links, pay-per-click (PPC) ads, Facebook fan pages, and banner ads are permitted. When using these tactics, direct people to your External Website, which must also be the display URL. If you utilize any paid advertising campaign, first register the advertisement(s) through your Mendability Support contact.

Cooperative advertising

Mendability Products and/or the Mendability opportunity may not be offered in an online or offline advertisement or promotion (such as an in-store Product giveaway or a package deal) with a retail store or business.

Unsolicited mass marketing

Do not transmit unsolicited emails, faxes, texts, direct mail, or phone calls to promote Mendability, its Products, or the Mendability opportunity to people you do not know or who have not given you permission to contact them regarding Mendability. Marketing through periodicals such as phone books, magazines, and newspapers is acceptable. The determination of what is considered a periodical, for the purposes of this Agreement, is at Mendability's sole and absolute discretion.

CODE OF CONDUCT

Mendability Approved Providers conduct themselves and their businesses with kindness, honesty, loyalty, and good ethics. They act in a professional and ethical way, follow all laws, and obey all regulations of the organizations to which they belong and organizations they work with.

Fraudulent behavior

Deal fairly and honestly with others as an Approved Provider. Any form of fraud will result in immediate disciplinary action by Mendability.

Disclosures and permissions

You are granted a limited license to use the SET Approved Provider logos, copyrights, and provided images in communications, including on approved websites, and on items you make for yourself or your company. No other use of any Mendability logo name, mark, or creative work is permitted. You are not allowed to claim ownership of (or attempt to register as a trademark, copyright, or domain name) any words, images, phrases, taglines, and/or ideas developed or coined within the Mendability community.

Use of Non-public Information

You may not use information about Mendability, or its future plans, to pursue any benefit or advantage for your Account prior to the public announcement by an authorized Mendability officer, through:

- Media press releases;
- Official emails to Approved Providers; or
- Official Mendability events.

Announcements at Approved Provider-sponsored events or the appearance of information on Mendability forums or general emails or phone conversations, even Mendability forums or general emails or phone conversations from Mendability, does not constitute an official announcement.

Conflicts of interest

You and members of your Immediate Household may participate in other modalities and ventures, subject to the following conditions:

- A. You may not cross market, i.e. promote other companies or Products together paired with Mendability's opportunity, Products, or Brands as a whole;
- B. You may not cross promote, i.e. attempt to recruit Mendability Approved Providers for other competing ventures, either directly or through a third party, and even if Mendability Approved Providers proactively contact you about it. What constitutes cross promoting is at Mendability's sole and absolute discretion.
- C. Because of actual or potential conflicts of interest and the significant damage that may occur as a result of cross promoting, Mendability may cancel your Account, title, and status when the company confirms that you, or someone with a Beneficial Interest in your Account: (1) are in fact participating in another competing venture, and (2) refuse to terminate the relationship with the other competing company.

Family Account information

Family Account information is to be used solely for the purpose of administering or promoting Mendability's Products and opportunity and building your client base. It may not be sold, copied, or distributed to any person, Approved Provider, or entity for any reason. Mendability may, without prior notice to you, use your client database in connection with marketing and sales promotions, the

Mendability opportunity, or other Mendability businesses. All client information and Family Account information and reports are confidential and are classified as proprietary information and trade secrets belonging exclusively to Mendability.

Targeting other competing organizations

You may not consciously target the membership of another competing company for recruiting purposes. You may not solicit members from another competing company in ways that would cause these representatives to violate the terms of their contracts with their companies. Should you engage in these activities, you risk being sued by these other competing companies, and if any lawsuit, arbitration, or mediation is brought against you, Mendability will not pay any of your defense costs or legal fees, nor will Mendability indemnify you for any judgment, award, or settlement.

Additional Conditions

Any conditions or situations not listed nor contained within the content of this Agreement that are connected in any way with Sensory Enrichment Therapy or Mendability Products or company must have written prior approval to engage or establish that condition or situation.

This agreement does not replace nor supersede other agreements you have already entered into with Mendability, including the agreements entered into during certification and upon creation of a Mendability Account. You must abide by all agreements entered into.

By engaging or participating in activities reasonably construed as acting in the capacity of Approved Provider, including but not limited to creation of a professional Mendability Account, delivering Sensory Enrichment Therapy services, or using the Mendability site to refer Customers to any Mendability Products you agree to abide by this Agreement.

Definitions

Account

Mendability's record of your personal information, transactions, and all other activities associated with your official dealings as an Approved Provider. Your Approved Provider Account must be Current to participate as and enjoy the rights of an Approved Provider.

Account Cancellation

The closure of an Approved Provider's Account. Cancellation may be either voluntary, involuntary, or due to inactivity.

Active

An Account status achieved when you maintain a current Mendability professional account and have at least one paying Customer receiving service from you or having been referred by you. Activity, or being Active, at least once during any consecutive 90-day period is a requirement for remaining Current.

Agreement

The contract between Mendability, Inc., and you, the Approved Provider.

Beneficial Interest

Any present or future interest of whatever kind or nature (including without limitation a financial interest) held by any person in your Account. You, your spouse, and members of your Immediate Household have a Beneficial Interest in your Account.

Brand

A distinct category of Mendability, Inc. products including Sensory Enrichment Therapy™, Mendability®, Mendability.com, “Approved Provider”, the Mendability name, and products, systems, protocols, methods, and identities affiliated with other Mendability brands.

Commission

The compensation paid to you for the Family Accounts you are serving and for referrals given.

Current

If your certification is up to date, you are Active with your Account, your Account is in good standing, then you are Current for that month and therefore eligible act in the role of Approved Provider. If you are not Current, your Account may be cancelled.

Customer

An individual who purchases Mendability Products from you, owns a Family Account or who has shown interest in the Mendability Products or opportunity by subscribing to your communications, or initiating or accepting contact with you. This might include, but is not limited to, guests at a home party, Customers at a Temporary Event who have entered or approached your booth, or someone who “liked” your Mendability-dedicated Facebook page.

Extenuating Circumstances

Factors that have negatively affected your ability to conduct normal activities as a Mendability Approved Provider, as determined at Mendability’s sole and absolute discretion.

External Website

A website developed and maintained by you, and officially registered with Mendability, for marketing Mendability Products and the opportunity. You are limited to one (1) External Website promoting Mendability.

Family Account

An account on Mendability held by a family or individual or organization that is not your own nor another professional Account.

Immediate Household

Heads of households, their spouses or significant others, and dependent family members residing together.

Inactive

An Account status resulting when either no actions have been taken to support any Customers or if you have no Customers you referred or supported. Inactivity, or being Inactive for 90 consecutive days, possibly results in an Account Cancellation.

Non-public Information

Any information related to Mendability that has not been announced publicly by Mendability. This includes, but is not limited to, information about new Products, plans, processes, equipment, territories or sales areas, business changes, personnel, intellectual property, and promotions.

Principal Member

Any director, officer, executive, sole proprietor, general partner, or owner of 10 percent or more of a business entity that conducts sales through a direct sales channel, or anyone acting at the direction of a principal of another direct selling company. This does not include being an independent representative, approved provider, or representative with another company.

Products

Any of the services or material goods associated with the Mendability Brands.

Retail Location

An establishment, including its common areas, where the sale of goods or services occurs as a primary objective, (determined at Mendability's discretion) on a perpetual or regular basis (excluding Temporary Events). A mall, including its common areas, is a Retail Location. Fairgrounds or convention centers whose primary objective is events, not concession stand sales, are NOT Retail Locations. A private residence is NOT a Retail Location unless otherwise licensed for the sale of goods by its local municipality. The determination of what is considered "common areas" is at Mendability's sole and absolute discretion.

Suspension

The temporary removal of your rights as an Approved Provider. Suspension can be voluntary or involuntary.

Temporary Event

State and county fairs and other legitimate events that: (1) have a clear beginning and end date, (2) are not held in a Retail Location, (3) do not span more than 30 days, (4) include multiple vendors, and (5) are put on by a third party (i.e. not you or Mendability). This excludes most farmers' markets, flea markets, and trade days. The determination of whether an event is "legitimate" is at Mendability's sole and absolute discretion. The span of an event is not determined by the number of days it is open for business, NOR the number of days you participate in the event, but by the total number of days between the beginning date and the end date. For example, an event that is held every Friday and Saturday between May 1st and June 30th, spans 61 days and would NOT be considered a Temporary Event.