

be young
TOTAL HEALTH



Distributor Agreement

POLICIES & PROCEDURES

Effective November 1, 2016

This document outlines the standard policies and procedures of a Distributor of Be Young Total Health, LLC. This is a binding agreement between Be Young Total Health and Distributors. As such, it is recommended to read the entire document before agreeing to become a Distributor of Be Young Total Health.

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Policies & Procedures

These Policies & Procedures, are effective as of the date first displayed above and govern the way a Be Young Total Health® Independent Distributor (ID) conducts business with the Company, other Distributors, and with Product Partners (Retail Customers). They replace and supersede all previous versions. The governing definitions are capitalized and found in the Sharing Center. Any interpretation, clarification, exclusion, or exception to these Policies and Procedures, in order to be effective, must be in writing and signed by an authorized officer of the Company. The Company endeavors to enforce the Policies and Procedures on a uniform and nondiscriminatory basis. However, any failure to enforce any of the provisions of the Policies and Procedures on one or more occasions or with one Distributor does not waive the Company's right to enforce any such provision(s) with that same Distributor or any other Distributor.

These Policies and Procedures, the Compensation Plan (Appendix A), the Statement of Beneficial Interest (if any), the Distributor Agreement and any country or situation-specific addendum(s) thereto, and any other written agreement between the Distributor and the Company in their present forms and as amended from time to time at the sole discretion of the Company, are by this reference incorporated into, and form an integral part of, what is collectively referred to as the "Contract." Each Distributor has the responsibility to read, understand, adhere to the Contract and ensure that the Independent Distributor is aware of and operating under the most current version of the

Contract. When sponsoring a new Distributor, the Sponsoring Distributor shall provide the most current version of the Contract to the applicant prior to his or her execution of the Distributor Agreement. By signing a Distributor Agreement or accepting Commissions from the Company, a Distributor demonstrates that he or she has read and understands and consents to abide and be bound by the Contract including these Policies and Procedures, and any amendments thereto.

The Company may amend any part of the Contract from time to time as laws and business circumstances change; however, notice of any amendment will be published by the Company on its website at least thirty (30) days before the change is made effective. It is the responsibility of all Distributors to regularly review the most recently published Contract, and Policies and Procedures located at www.beyoungth.com or other Company websites. The Company will also provide a copy of its most current Contract upon the Distributor's request.

Code of Ethics

The Company has made a commitment to provide its Distributors with top quality Products, exceptional support and a proven, successful Compensation Plan. A Distributor may purchase Products directly from the Company for both personal use and for resale to consumers. In turn, a Distributor agrees to represent the Products and income opportunity in an ethical and professional manner. Each Distributor agrees to abide by the following Code of Ethics as a Distributor:

1. I will be respectful of each and every person I meet while a Distributor or otherwise affiliated with BYTH, and with whom I interact.
2. At all times I will conduct myself and my business in an ethical, moral, legal and financially sound manner and will not engage in any deceptive or illegal practice.
3. I will not communicate disparaging comments about competitors' products to others and shall not communicate slanderous, libelous and derogatory statements about competitors, the company, or other Distributors.
4. I will not engage in activities that would bring disrepute to the Company, other Distributors, or me.
5. I will be truthful in my representation of the Products and will make no Product claim that is not contained in and supported by official Company publications.
6. I will fulfill my leadership responsibilities as a

Sponsor by training, assisting, and otherwise supporting the Distributors in my Downline Organization.

7. I will correctly and lawfully represent the Compensation Plan and the income potential represented therein.
8. I will abide by each and every term and condition of the Contract and of the Company's Policies and Procedures..
9. I will honor the terms of the Product return and refund policies with all of my retail Customers.
10. I will respect the Sponsor relationship of every other Distributor and I will neither attempt to interfere with or change these relationships nor make disparaging or untrue claims about other Distributors.

Section One:

BECOMING AN INDEPENDENT DISTRIBUTOR (ID)

A. Age of Majority. In order to become a Distributor, all Applicants must have reached the age of majority, usually eighteen (18) years of age, in the jurisdiction in which they reside in order to legally contract with the company.

B. Application. An Applicant is authorized by the Company to exercise Distributor Rights and operate a Distributor's Distributorship when (1) he or she signs through the Company's on-line application process (in those countries where it is available); and (2) the Company accepts the Agreement. (The Distributor Agreement and other necessary information are available on the Company's website.)

1. In order to be accepted by the Company, a Distributor Agreement for the country in which the Applicant resides and any other required document of the Contract must be complete and correct in every respect and submitted by the Distributor.
2. Failure of the Distributor to submit a complete and correct Agreement or to provide appropriate documentation, when requested, may result in the Distributor Agreement being rejected by the Company. The right to accept renew, or reject any Distributor Agreement remains solely with the Company.
3. A Distributor may be required to provide the Company with proof of residency, work authorizations, and ability to legally conduct business in the country stated on the

Distributor Agreement.

C. No Required Purchase. Product purchases are optional when participating in the company as a Product Partner. However, to maintain your benefits as a Distributor, you must have purchased at least \$31.00 from Be Young Total Health within a 12-month period. If the Distributor has not purchased within a (12) month period the Distributor will forfeit Distributor Rights and agrees that his or her Distributor's Distributorship may be converted to a Product Partner position under the current Sponsor, , if such conversation occurs then the Distributor will lose his/her Downline Organization, and may forfeit the right to participate in the Compensation Plan.

D. Virtual Office Software. A Distributor receives access to back office where they can track commissions, place orders, communicate with downline and use various other tools to help them expand their business. There is no fee for these services, but a purchase of \$31.00 within a three (3) month period is required to keep the access to this Virtual Office software from being restricted. Failure to make such a purchase will result in the Distributorship account to be set to inactive, (Inactive does not mean Distributor has lost his/her Distributor rights to have a down line and earn commissions. However, it does indicate they have been restricted access to their software suite offered through the company). To receive restored access there is a \$15.00 reactivation fee payable to the company. Upon receiving payment the Distributor will be set to Active and all access to the Virtual Office Software

will be restored (If a Distributor become deactivated his/she can contact the company to get their accessed restored through any of 3 communication channels offered through Be Young; 1- Place a phone call to BYTH 435-580-4069. 2- Initiate a live chat at www.beyoungth.com. 3- Send an email to support@beyoungth.com

E. Business Entities. If the Applicant is a Business Entity, the original signature on the Distributor Agreement must be of a Person fully authorized to legally bind the Business Entity to the contacted terms. The Applicant must also submit with the Distributor Agreement: (i) a Tax Identification Number for the Business Entity, and (ii) a Statement of Beneficial Interest, which must include the signature and Identification Number or other personal identification number of every Person having a Beneficial Interest in the Business Entity. To verify the form of the Business Entity, Beneficial Interest holders, and authorized signatories, the Company may require, at any time, the Applicant to submit a copy of its articles of organization, articles of incorporation or other charter documentation as well as official forms of personal identification of Beneficial Interest holders in the applicant business.

F. Identification Number. For tax reporting (where required) and identification purposes (where permitted by law), the Company requires Applicants to provide the Social Security Tax number or other personal identification number. Failure to provide this number may result in rejection of the Application or cancellation of the Distributor's Distributorship.

G. Inaccurate Information. If the Company determines that the Distributor Agreement or the Statement of Beneficial Interest contains inaccurate or false information; it may immediately terminate a Distributor's Distributorship or declare the Distributor Agreement null and void from its beginning. Further, it is the obligation of the Distributor to report to the Company on an ongoing basis any changes which affect the accuracy of the Contract or the contact and status information of the Distributor.

H. Change of Residence. If a Distributor changes his or her country of residence, the Distributor must submit to the Company: (i) a Distributor Agreement for the new country of residence (with the "AMENDED" box at the top checked); (ii) a signed and dated notification request (iii) authoritative documentation as proof of the new residence (e .g., a copy of the driver's license, passport, etc.); and (iv) a one hundred dollar (\$100 USD or equivalent local currency) processing fee. The Distributor will be responsible for complying with all terms and conditions of the Contract, including those specific to the new country of residence.

I. Term. The Contract is valid for the period of one (1) year from the Date of Sign-up and/or last product purchase which ever event comes first. Be Young Total Health defines Distributorship active as indicating the person is still participate as a Distributor of Be Young when they have made a minimum Product Purchase of \$31.00 or 20 PV within a 12 months Period. If the Distributor fails to remain active within a 12 months period The Distributor will forfeit Distributorship Rights and agrees that his or her Distributor's Distributorship may be converted to a Customer under the current Sponsor, may lose its Downline Organization, and may forfeit the right to participate in the Compensation Plan.

J. Non-Exclusive Territory. The authorization of a Distributor to exercise Distributor Rights and operate a Distributor's Distributorship hereunder does not include a grant of an exclusive franchise or territory to a Distributor, nor is a Distributor allowed to make such claims.

Section Two:

OBLIGATIONS OF A DISTRIBUTOR AND MANAGING A SHARING PARTNER'S DISTRIBUTORSHIP

A. Compliance. A Distributor shall comply at all times with each of the terms and conditions of the Contract.

B. Independent Contractor. A Distributor is an independent contractor and is responsible for his or her own business expenses, decisions, and actions.

1. A Distributor shall not represent himself or herself as an agent, employee, partner, or joint venturer with the Company. A Distributor shall not make or attempt to make purchases or enter into any transactions in the Company's name or purporting to bind the company.
2. While compliance with the Company contract, policies and procedures are required, a Distributor's work hours, business expenditures, strategies, and business plans are not dictated by the Company. A Distributor shall make no printed or verbal representations which state or imply otherwise.
3. A Distributor is fully responsible for all of his or her verbal and/or written statements made regarding the Products, services, and the Compensation Plan which are not expressly contained in official Company materials and the Distributor agrees to indemnify the Company against any claims, damages, or other expenses, including attorneys fees, arising from any representations or actions made by the Distributor or its employees, contractors, or representatives that are illegal,

misleading, or otherwise outside the scope of the Contract. The provisions of this Section survive the termination of the Contract.

C. Compliance with Laws. In conducting its Distributor Business, a Distributor must comply with all applicable national, international, and local laws, regulations, and ordinances. A Distributor shall not violate any laws which apply to unfair competition or business practice, including but not limited to any law that prohibits the advertising, offer to sell, or sale of Products at less than the Wholesale price of the Products.

D. Offerings. A Distributor may not offer or promote any non-Company plans, incentives, opportunities, or non-approved Sales Tools in conjunction with the promotion of Products.

E. Promotion of Competing Products. A Distributor is prohibited during the term of the Contract from promoting or selling in any Authorized Country any generic or non-Company brand of either ingestible or topical products.

F. Non-Competition. Subject to the provisions of this Section, a Distributor is prohibited, during the term of the Contract, from acting, directly or indirectly, as an independent Distributor, agent, employee, executive, representative or consultant to or on behalf of a Competing Company. This Section does not apply to a Distributor if, prior to becoming a Distributor with the Company or prior to the effective date of this policy, he or she was acting as

an independent Distributor, employee, executive, or consultant to or on behalf of a Competing Company and has documented that fact to the satisfaction of the Company.

G. Retail Sales. Achieving success as a Distributor requires time, effort and commitment. There are no guarantees of Commissions, only rewards based upon productivity. A successful Distributor Business requires regular and repeated Retail Sales of Products by a Distributor. The Company encourages Retail Sales to at least two Product Partners (Customers) on a monthly basis. A Distributor is required to keep all records of Retail Sales for at least four years and compliance with Retail Sales requirements of the Company is randomly monitored by the Company. Each Product purchased by non-Distributors or Product Partners is automatically counted on a monthly basis towards Retail Sales requirements.

H. Negative Statements. A Distributor will make no disparaging, misleading, inaccurate, or unfair statements, representations, claims, or comparisons with regard to:

1. The Company, its Products, its commercial activities, its employees, or its Distributors; or
2. Other companies, including competitors, or their services, products or commercial activities

I. Unethical Activity. A Distributor must be ethical and professional at all times when conducting Distributor Business. A Distributor will not, engage in unethical activity, nor permit Distributors in his or her Downline Organization to engage in unethical activity; Examples of unethical activities include, but are not limited to, the following:

1. Knowingly assisting in or promoting product sales in Retail Establishments;
2. Use of another Distributor's credit card without express written permission;
3. Unauthorized use of any Company Confidential Information;
4. Cross-Company Recruiting (including aiding

and abetting another to Cross-Company Recruit)

5. Cross-line Recruiting (including aiding and abetting another to Cross-line Recruit);
6. Writing checks without sufficient funds to either the Company or another Distributor;
7. Making unapproved claims about the Product;
8. Making income claims about the Distributor Business which are not compliant with the provisions of the Policies and Procedures;
9. Making false statements or misrepresentation of any kind, including but not limited to: untruthful or misleading representations or sales offers relating to the quality, availability, grade, price, terms of payment, refund rights, guarantees, or performance of Products;
10. Personal conduct that discredits the Company and/or its Distributors;
11. Violating the laws and regulations pertaining to the Distributor Business;
12. Failing to meet Sponsor responsibilities;
13. Violating the Code of Ethics; or
14. Violating the Contract.

J. Cross-line Recruiting. The Distributor is prohibited from engaging in Cross-line Recruiting.

K. Cross-Company Recruiting.

1. The Distributor is prohibited, during the term of the Contract and for one (1) year following the date of termination of the Contract, from recruiting another Distributor, other than the Distributor's immediate family members. The Distributor stipulates and agrees that Recruiting constitutes an unreasonable and unwarranted interference with the contractual relationship between the Company and its Distributors, conversion of the Company's property, and misappropriation of the Company's trade secrets. The Distributor further stipulates and agrees that any

violation of this rule will inflict immediate and irreparable harm on the Company, and that the Company shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary, and permanent injunctive relief without bond; and that such injunctive relief may extend the post-termination period of this restriction for up to one (1) year from the date of the last violation of this provision. Notwithstanding the foregoing, the Company may in its sole discretion waive this provision as to any particular instance of Recruiting if the violating Distributor can provide the Company with evidence sufficient in the Company's judgment that the violating Distributor knew the Recruited Distributor prior to the violating Distributor's enrollment with the Company and independent of any association with the Company. The provisions of this Section survive the termination of the Contract. Nothing herein waives any other rights and remedies the Company may have in relation to the use of its Confidential Information or any other violations of the Contract.

2. The Distributor agrees that appearing in, being referenced in, or allowing the Distributor's name or likeness to be featured or referenced in any promotional, recruiting or solicitation materials for another direct selling company constitutes Cross-Company Recruiting and a violation of these policies.

L. Resolving Disputes. A Distributor must conduct all activity in the best interests of the Company. Sponsors shall use their best efforts to resolve disputes in their Downline Organizations. Any personal disputes between Distributors must be resolved quickly, privately, and in the best interests of the Company.

M. No Claims of Unique Relationship. A Distributor may not allege or imply that he or she has a unique relationship with, advantage with, or access

to the Company executives or employees that other Distributors do not have.

N. Detrimental Conduct. If any conduct by a Distributor or any participant in the Distributor's Distributorship is determined by the Company to be injurious, disruptive, or harmful to the Company or to other Distributors, the Company may take appropriate action against a Distributor and the Distributor's Distributorship as set forth in Section 8.

O. No Reliance. A Distributor may not rely on the Company to provide legal, tax, financial, or other professional advice, nor may it rely on any such advice if given.

P. Service Charges. The Company provides numerous services to its Distributors without charge. However, Distributors occasionally make requests that require special time and effort to fulfill. Requests in this category would include copies of receipts, paperwork, in-depth Commission information that must be calculated or extracted, research, banking instructions, stop-payment requests, etc. These and other special requests are available to the Distributor for a cost of forty dollars (\$40 USD or equivalent local currency) per hour, plus actual costs, with a minimum charge of forty dollars (\$40 USD or equivalent local currency) per request. Costs would include banking fees, photocopy expenses, professional fees, government agency charges, etc.

Q. Insurance. The Company carries a commercially reasonable amount of product liability insurance. However, the Company does not distribute copies of the policy nor does it disclose the amount of the insurance. Since laws differ according to jurisdiction, the Company encourages its Distributors to consult with an attorney regarding the extent of their personal legal liability with respect to their independent businesses and to obtain appropriate insurance coverage as they may be advised to do so or deem expedient.

R. Confidentiality. Upon signing a Distributor Agreement, the Distributor agrees to maintain confidentiality regarding Confidential Information

and any other trade secrets and proprietary information. This confidentiality obligation is irrevocable and permanent, remains after termination of the Contract, and is subject to legal enforcement by injunction and award of all costs and attorney or other fees reasonable, incurred to enforce this confidentiality provision or to remedy any breach of it. All Confidential Information is transmitted to, or allowed to be gathered by, Distributors in strictest confidence on a need-to-know basis for use solely in the Distributor Business. Distributors must use their best efforts to keep such information confidential and must not disclose any such information to any third party, directly or indirectly. Distributors must not use the Confidential Information or any information derived there from to compete or undermine with the Company or for any purpose other than for promoting the Company's program and its products and services. The Distributor maintains no ownership interest in any Confidential Information or any information derived there from, including contact and profile information of Downline Organizations, or other Distributor contact information gathered in connection with the Distributor's Business, and may not sell, disseminate, or provide it to any other party. The Distributor acknowledges and agrees that the Confidential Information received by the Distributor relating to the profiles and reports of Downline Organizations or other Distributor Information gathered in connection with the Distributor Business, including any information derived there from, constitutes the Company's trade secrets and proprietary intellectual property.

S. Privacy of Distributor Information. All information provided by an Applicant on a Distributor Agreement will be used solely for the purposes of evaluating the Distributor Agreement and for related activities of the Distributor. A Distributor authorizes the Company to disclose, in the Company's sole discretion, its contact information to the Distributor's Upline, and to the Distributor's Downline Organization three (3) levels below or to those Distributors for whom the Distributor is the

closest Upline. The contact information may be used by the distributor only for the Distributor Business.

T. Use of Confidential Information. The Distributor may acquire Confidential Information during the term hereof, for example, from the sale of Distributor tools or merchandise to the Company's Distributors, including those who are cross line to the Distributor. Accordingly, regardless of the source of the Confidential Information, the Distributor understands and agrees:

1. The Confidential Information is for the exclusive and limited use of the Distributor to facilitate the training, support and servicing of the Distributor's Downline Organization for furtherance of the Distributor Business only;
2. He or she will not disclose the Confidential Information to a third party directly or indirectly (including other Distributors) and that doing so constitutes misuse, misappropriation, and a violation of the Contract;
3. The information is of such character as to render it unique and that disclosure of it will cause irreparable damage to The Company; the Company is therefore entitled to immediate, temporary, preliminary, and permanent injunctive relief, in addition to all other remedies available in law or equity, to prevent, remedy or compensate for any violation of this policy;
4. He or she will not use the information to compete with the Company directly or indirectly and improper use will result in termination of the Contract;
5. He or she may be required to sign a non-disclosure agreement before receiving Confidential Information from the Company, or prior to engaging in activities that would allow the Distributor to acquire Confidential Information; and

6. Upon expiration, non-renewal or termination of the Contract, he or she will discontinue the use of such Confidential Information and destroy or promptly return to the Company (as instructed by the company) all Confidential Information under the control of or in his or her possession. The provisions of Section 2.R, 2.S, and 2.T survive the termination of the Contract.
7. Notification of Adverse Action. A Distributor shall immediately notify the Company's legal department in writing of any potential or actual legal claims from third parties against the Distributor arising from, or associated with, the Distributor Business or the Downline Organization that may adversely affect the Company. After notifying the Distributor, the Company may take any action necessary to protect itself, including controlling any litigation or settlement of the legal claims. If the Company takes action in the matter, the Distributor shall not interfere or participate in the matter.

U. Release for use of Photo, Audio, or Video Image, and/or Testimonial Endorsement.

1. The Company may take photos, audio or video recordings, or written or verbal statements of a Distributor at Company events or may request the same directly from a Distributor. The Distributor represents and warrants that it owns the right to use and reproduce any photos, audio or video recordings it provides to the Company to use, re-use, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished,

in the name of the Company, or in any other name. Regardless of any other agreements or contracts the Distributor may have with any other entity, the Distributor agrees that any use by the Company as set forth in this Section shall be royalty free, is a work made for hire, and is not subject to any other claim. The Distributor agrees to defend and indemnify the Company against any claims by any other party arising out of the Company's use of the rights granted herein. The Distributor confirms that the information he or she may give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of his or her knowledge. The Distributor waives any right he or she may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter which may be used in connection with it or any use that may be made of it.

2. The Distributor agrees that photos, audio or video recordings taken by the Distributor or any third party at the Company's events or activities may not be used by the Distributor or any third parties to promote any business other than the Distributor Business.

V. Conducting the Distributor Business Internationally. A Distributor has the right to operate in any Authorized Country where the Distributor may lawfully conduct the Distributor Business. It is a Distributor's responsibility to comply with all national and local laws, ordinances, and regulations when conducting Distributor Business in any Authorized Country.

1. The Company may specify certain countries subject to a Pre-Launch Period in which Distributors may also conduct the Distributor Business. The Company may formally announce a Pre-Launch Period at least thirty (30) days prior to the official opening.
2. A Distributor has no authority to and shall

not conduct the Distributor Business (except as permitted herein), nor introduce or establish the Company's business or Product in a non-Authorized Country or any country that is not the subject of a Pre-Launch Period announcement from the Company. This includes, but is not limited to: any attempts to secure approval for Products or business practices; register or reserve the Company names, trademarks, trade names, or Internet domain names; or establish any kind of business or governmental contact on behalf of the Company or in relation to its products.

3. Prior to an announced Pre-Launch Period, Distributor Business in an unopened country is limited strictly to the following: A Distributor may only hand out business cards and participate in small meetings not exceeding eight (8) total persons who are personally acquainted with the Distributor or the Distributor's contacts.

Section Three:

SPONSORSHIP

A. Sponsoring. To act as a Sponsor, a Distributor must meet all requirements and accept all responsibilities as outlined in the Contract. Persons wishing to become Distributors may be referred to as Applicants to the Company by a Sponsor.

Only Applicants residing in Authorized Countries or in those countries subject to a Pre-Launch Period may be sponsored.

B. Placement. Once an Applicant's Distributor Agreement is accepted by the Company, the new Distributor is placed in the Sponsor's Downline Organization. A Sponsor may not place a new Distributor outside its Downline Organization. If this occurs, the Company retains the right to make adjustments to the organization to allow for correct payout and to ensure that all lines are complete and in compliance with company policies. Each newly sponsored Distributor is also placed in the Sponsoring Bonus – Perfect Matrix when they enroll. Refer to appendix A for Qualifying Guidelines and specifics.

C. Training and Support. A Sponsor shall:

1. Make reasonable efforts to ensure that that all Distributors in his or her Downline Organization understand the terms and conditions of the Contract the company's Policies and Procedures, and all applicable national and local laws;
2. Provide regular training and bona fide support in the development of his or her Downline Organization's business and the

sale of Products;

3. Provide bona fide education and instruction so that Product sales and opportunity meetings conducted by Distributors in his or her Downline Organization are conducted in accordance with the Contract, all Policies and Procedures, and with any applicable national and local laws;
4. Give guidance and encouragement to Distributors in his or her Downline Organization; and
5. Make prompt and commercially reasonable efforts to privately settle any dispute arising in his or her Downline Organization.

Section Four:

SPONSOR/PLACEMENT CHANGES; TRANSFERS; BENEFICIAL INTERESTS

A. Sponsor & Placement Changes. A Distributor may apply to change the Sponsor and/or Placement of itself or a personally Sponsored Distributor, subject to the limitations described below. However, a Distributor is permitted only one Sponsor change and one Placement change as described herein, and the respective change will be final. Because of the need to maintain the integrity of Downline Organizations, a Sponsor/Placement change may not be feasible; therefore, the Company has complete discretion to allow or disallow any proposed change.

1. A fee of thirty five dollars (\$35 USD or the equivalent value in local currency) will be charged for each Sponsor/Placement change request submitted. This fee will be charged even if the request is rejected by the Company. Change-request forms must be completed and received at the Company by 5 p.m. Mountain Time (7 UTC Standard and 6 UTC Mountain Daylight Time) on the 20th day of the month. Requests received after this deadline will be processed for the following month. A discounted fee of twenty five dollars (\$25 USD or equivalent local currency) will apply to all Sponsor/Placement changes submitted and received at the Company by 5 p.m. Mountain Time (7 UTC Standard and 6 UTC Mountain Daylight Time) on the 15th day of the month.
2. A current and accurate Distributor Agreement and Statement of Beneficial Interest, if

applicable, must be on file for all Distributors requesting a Sponsor/Placement change.

B. Placement Change Process. A Distributor's Distributorship may be moved to a new position in the Downline Organization of its immediate Placement if its Distributor obtains the written authorization of the original Sponsor and the Distributor itself, provided that:

1. The move is within ninety (90) days from the Date of Sign-up;
2. The Distributor's Downline Organization has not surpassed 2,500 in monthly Group Volume (as such term is defined in the Compensation Plan).
3. The move is three (3) levels or fewer below its current Placement.

C. Moving Up. A Distributor's Distributorship may be moved to a new Placement Upline provided it obtains written authorization from each Distributor's Distributorship it moves above in Placement. Likewise, A Distributor's Distributorship may be moved Upline to a new Sponsor provided its Distributor obtains written authorization from each Distributor's Distributorship it moves above in Sponsorship.

D. Sponsor Change Process. A Distributor's Distributorship may be moved to a new Sponsor within its original Sponsor's downline organization if the Distributor obtains the written authorization of the original Sponsor, provided that:

1. The move is within six (6) months from the Date of Sign-up; and
2. The Distributor's Downline Organization has not surpassed 2,500 in monthly Group Volume (as such term is defined in the Compensation Plan).

E. Sale or Transfer of a Distributor's Distributorship. A Distributor's Distributorship sale, assignment or transfer occurs when a Distributor sells, assigns or transfers ownership or control of a Distributor's Distributorship to another Person. (If a member, director, manager, shareholder, partner, executive or similar position or title sells, assigns, or transfers a controlling or majority interest in a Business Entity Distributor's Distributorship which has a Beneficial Interest in a Distributor's Distributorship, such sale, assignment or transfer is subject to these provisions herein). The Company reserves the right, in its sole discretion, to approve or disapprove any proposed sale, assignment or transfer of a Distributor's Distributorship. The sale, assignment or transfer of a Distributor's Distributorship may only occur if, at the time of the sale, assignment or transfer, the Distributor's Distributorship is in good standing pursuant to the terms of Section 9 E herein. In any sale, assignment or transfer, the transferee Distributor will retain the same Downline Organization and the same Rank/Title held before the approved transfer. A Distributor's Distributorship may be assigned or transferred without consideration (see p. 13) (e.g. as a gift) subject to the Company's prior written approval. Any sale, assignment or transfer of a Distributor's Distributorship is subject to the conditions of this Section 4.E and Sections 4.F, 4.G, 4.H and 4.I below.

F. Right of First Refusal. Distributor's Distributorship transfers are subject to a Right of First Refusal ("RFR") to the Company, followed by a RFR to the Qualified Direct Upline.

1. If a Distributor receives a Bona Fide Offer to purchase his or her Distributor's Distributorship, the Distributor shall first offer to sell such Distributor's Distributorship

to the Company on the same terms and conditions contained in the Bona Fide Offer. The Distributor shall deliver the Bona Fide Offer in writing to the Company, and the Company shall have fifteen (15) business days in which to accept the offer. Evidence of a legitimate offer must include a signed and notarized offer sheet setting forth the terms of the offer, along with, but is not limited to, cash or securities deposited into an escrow account, evidence of a loan commitment, and other substantial steps taken for the sole purpose of purchasing such Distributor's Distributorship.⁹

2. If the Company fails to exercise its RFR within the fifteen (15) day time period, the Distributor shall provide opportunity to its QDU for the upline to match the offer on the same terms and conditions as those contained in the Bona Fide Offer. The Company shall convey the Bona Fide Offer by providing written notice of the same to the Distributor's Qualified Direct Upline. The Qualified Direct Upline shall have ten (10) business days in which to match or pass on the offer. If the Qualified Direct Upline agrees to match the offer, he or she must provide written notice to the Company upon acceptance and tender performance on terms of least as favorable as those in the offer.
3. If the Qualified Direct Upline fails to exercise his or her RFR within the time allotted, the Distributor may transfer the Distributor's Distributorship to the third party according to the terms and conditions contained in the Bona Fide Offer, provided, however, that the Distributor complies with all other transferring procedures contained in this Section and as may be established from time to time by the Company.
4. The RFR shall apply to each new Bona Fide Offer received by the Distributor.

5. The following circumstances are not subject to the RFR requirements in Section 4.F above; however, each instance requires that an amended Distributor Agreement and Statement of Beneficial Interest be filed with the Company.
 - a. When the name of a Person who has a Beneficial Interest in the Distributor's Distributorship is added to the Distributor Agreement (e.g., a wife adding her husband).
 - b. When the name of a Person who no longer has a Beneficial Interest in the Distributor's Distributorship is removed from the Distributor Agreement (e.g., a minority member who is removed from a company; or a shareholder, not holding a controlling interest, sells his or her interest in a company.)
 - c. When the Distributor is an individual and is transferring his or her ownership rights to a legal entity in which only that Distributor has a Beneficial Interest (e.g., a husband and wife form a limited liability company to operate their Distributor's Distributorship and are the only members/managers).
 - d. Inheritance by heirs of a beneficial interest. Marriage, divorce or death as described more fully on P.13.

G. Limitations on Sales and Transfers.

1. An existing Distributor may not purchase another Distributor's Distributorship.
2. A Distributor who sells or transfers his or her Distributor's Distributorship may not reapply to become a Distributor under another Sponsor for a period of not less than six (6) months after the sale.
3. A Person may not merge with, or acquire an interest in, a pre-existing Distributor's Distributorship if the Person has engaged in

Distributor Business within the past two (2) years.

4. Should a Distributor transfer his or her Distributor's Distributorship to the Qualified Direct Upline, the Distributor's Distributorship will be merged into the Qualified Direct Upline's existing Distributor's Distributorship in accordance with the Distributor's Distributorship transfer procedures.
5. If a Distributor sells or transfers his or her Distributor's Distributorship and, within one year of the date of sale, he or she signs-up, joins or begins work for another direct selling, network marketing or multi-level marketing company, such action shall be considered a breach of the Contract and the Company reserves the right to terminate such transferred Distributor's Distributorship pursuant to the termination provisions under the Contract. This provision shall survive the termination of the Contract.

H. Process. Additional processing requirements include:

1. The selling/transferring Distributor must either provide or have on file a current and accurate Distributor Agreement and Statement of Beneficial Interest for all Business Entities requesting the transfer.
2. Specific documentation see forms and information for available on the Company's website must be submitted in order to process a sale or transfer of a Distributor's Distributorship.
3. An application for a sale or transfer must be received by the Distributor Education and Conduct Department at the Company by the 20th day of a month in order for the change to be effective for the given month.
4. Any requests received after the 20th will be processed for the following month.

5. A fee of one hundred dollars (\$100 USD or equivalent value in local currency) will be assessed per each request.
6. An additional thirty-five dollar (\$35 USD or equivalent local currency) fee may be assessed for any application that is incomplete, incorrect, or rejected by the company for any reason.

I. Interpretation. The interpretation of these Policies & Procedures pertaining to the sale, assignment or transfer of a Distributor's Distributorship will be made in a manner that considers and serves the best interests of the Company. The Company reserves the right to reject any proposed transferee or buyer.

J. Merger. Two Distributor's Distributorships may be merged into a single Distributor's Distributorship if one is the Sponsor of the other. Every merger is final. To effectuate the merger, both Distributors must submit an amended Distributor Agreement and obtain the Company's written consent.

K. Restrictions Against Multiple Beneficial Interests.

1. A Distributor is prohibited from having a Beneficial Interest in more than one Distributor's Distributorship.
2. If a Person with a Beneficial Interest in an existing Distributor's Distributorship wishes to become a Distributor under another Sponsor, the Person must first terminate the Beneficial Interest in the existing Distributor's Distributorship and wait six (6) months before applying to be a Distributor.
3. The Company's restrictions against multiple Beneficial Interests ensures that (i) all efforts by a Distributor to build his or her Distributor Business are focused on a single Distributor's Distributorship and not diluted through the demands of multiple Distributor's Distributorships; and (ii) the Upline receives the full benefit of the Distributor's efforts and (iii) the likelihood of disputes or improper

trade practices between Distributorships is minimized. In determining whether or not a Distributor has a Beneficial Interest, the Company considers the meaning of the term as set forth in the definition in Appendix A as well as the intent of such restriction.

L. Effects of Marriage, Divorce, and Death on the Distributor's Distributorship

1. **Marriage.** A spouse is deemed to have a Beneficial Interest in a Distributor's Distributorship and all acts and omissions of the spouse shall be imputed to the Distributor. If two Distributors marry, they may keep their Distributor's Distributorships separate. However, all other conditions of the Beneficial Interest rules of the Contract apply to both Distributor's Distributorships.
2. **Divorce.** When a married couple whose individual names appear as Distributors on the Distributor Agreement and they separate or divorce, the Company will continue paying earnings under the Compensation Plan in the same manner as prior to the separation or divorce until the Company is served with a legally binding certified copy of a divorce decree or other court order that provides direction on payment and/or disposition of the rights under the Contract. Where there is a change in ownership as ordered by the court, the spouse remaining as a Distributor must submit an amended Distributor Agreement. In no event will the Distributor's Distributorship be partitioned. In the event disputes over a Distributor's Distributorship are not resolved in a time and manner acceptable to the Company, then the Company may, after 30 days' written notice of its intent to do so, terminate the Distributorship.
3. **Death and Inheritance.** In the case of a Distributor's death, the Contract will be assigned to the legal successor to the Distributor's Distributorship (who can

properly qualify according to the Contract) in accordance with applicable laws. The Company requires certified copies of the death certificate (or a doctor's statement) and a certified will, court order, or other appropriate legal documentation. Successors in interest must submit an amended Distributor Agreement. Upon notice of demise, the Company reserves the right to make payments to the estate of the deceased Distributor. If the legal successor wishes to terminate the account, a written, signed statement of request to terminate must be submitted along with appropriate legal proof of death. If the legal successor to the Distributor's Distributorship is already an existing Distributor, the Company will allow the multiple Beneficial Interest through inheritance for up to six (6) months, by which time the existing Distributor must have sold or otherwise transferred either the existing or the inherited Distributor's Distributorship.

Section Five:

COMPENSATION

A. Earnings Through Sales. Commissions are paid to Distributors who qualify pursuant to the Compensation Plan and who are in compliance with the Contract. A Distributor's success is only achieved through the regular and repeated Retail Sale of Products and the regular and repeated Retail Sales by its Downline Organization. As the success of any Distributor depends largely on the personal efforts of that Distributor, the Company does not guarantee any level of profit or success, nor does it guarantee a Distributor a specific income. A Distributor does not receive compensation for sponsoring or recruiting other Distributors. The only way to earn Commissions is through the sale of Products.

B. Payment. The Company will pay Commissions to qualified Distributors on Product orders which: (i) are received by the Company before the end of the Commission period, and (ii) have been fully paid with appropriate form of payment. All Commissions and Bonuses are paid via physical check and/or Electronically through ProPay commissions. Funds need to be requested through the Distributors virtual office before commissions payments will be sent.

1. Commissions are paid in the name of the Business Entity listed on the Distributor Agreement. When no Business Entity is listed, Commissions are paid to the personal name of the first Person listed on the Distributor Agreement.
2. Monthly and bonus pool Commissions

are paid on or before the 20th day of each month. All non-online Product orders must be received by the Company before 5:00 p.m. Mountain Time (7 UTC Standard and 6 UTC Mountain Daylight Time) on the last business day of the month to be included in that month's Commission calculation. Online Product orders must be received by the Company before 11:59 p.m. Mountain Time on the last day of the month to be included in that month's Monthly Commission calculation.

3. Quick Start Commissions and Retail Sales earnings are posted to their account immediately after the purchase is made and will be available for use during the weekly payout of these bonuses.
4. If a Distributor believes that there is an error in the computation of Commissions and/or program qualifications, the error must promptly be brought to the attention of the Company. If such problems are not presented to the Company in writing within forty-five (45) days after the end of the relevant Commission period, the Distributor waives all recourse with respect to such alleged error.

C. No Manipulation. Manipulation of the Compensation Plan is not permitted and may result in disciplinary action including termination of the Distributorship and other remedies.. Manipulation of

the Compensation Plan includes, but is not limited to, a Distributor purchasing, to qualify for various Ranks or Commissions, large quantities of Product that are not sold through the direct marketing channel, placing orders in his/her Downline Organization, and any other actions that may violate state, federal or foreign anti-pyramid scheme laws. Such manipulations may, in the discretion of the Company, result in the suspension of Commissions and termination of the Distributor's Distributorship.

D. Deductions and Offsets. The Distributor authorizes the Company to deduct fees and penalties from its Commissions as deemed appropriate in accordance with Section 6 herein or any other term or condition of the Contract. Any fees and penalties will be assessed at the sole discretion of the Company.

Section Six:

ORDERING COMPANY PRODUCTS

A. Inventory. As the Company imposes no specific minimum inventory requirement on its Distributors, a Distributor must use its own judgment to determine the amount of inventory it will need to sustain its projected Retail Sales and personal use.

B. Ordering. Products are available to be ordered via the Internet.

1. Payment must be the exact amount of the order and may be made by those methods presently available (Y Wallet, credit card, debit card). Bank wire may be available for high Volume orders only.
2. Orders must be paid in full prior to pick-up or shipping. All shipping and handling costs are based on delivery location and the amount of Products ordered.
3. Unauthorized use of another Person's credit card is prohibited.

C. Will Call. Where Will Call service is available, a Distributor may pick up the order at the Will Call location. The Company may ship, at the Distributor's expense, Product that has been marked for will call pick-up if the Product has not been picked up by the Distributor within ninety (90) business days of the scheduled ADP date, or the end of the calendar month, whichever is latest. If the Product is shipped to the Distributor from the Will Call location, the Company may use any payment method noted on file to collect the shipping fees. If fees cannot be collected, the Distributor may forfeit the order with no refund.

D. Payment Default. Any payment that is not supported by sufficient funds or that is returned uncollected constitutes a breach of the Contract. The Company except where prohibited by law, will assess a handling fee of twenty dollars (\$20 USD or equivalent local currency) for all payments lacking sufficient funds. The Company reserves the right to restrict a Distributor's payment method.

1. When there are not sufficient funds, the Distributor is responsible for all bank charges plus the Company's handling fee. In the case of the EFT method, the Distributor understands that when the Company's first attempt to receive an EFT payment is unsuccessful, the bank may make a second attempt within three (3) days. The Distributor's bank may charge an insufficient funds fee for each unsuccessful attempt. If there are insufficient funds, the Company will put a hold on the Product or cancel the shipment. If the Product has already been shipped, the Distributor will be expected to use an alternate means of payment for the Product. If payment is not received within a reasonable amount of time, the Company may proceed with collection measures, stop the future shipment of orders, and take any other recovery steps available to it under the Contract, including withholding Commissions.
2. Any uncollected amount may be deducted from the Distributor's present or future

Commissions.

3. The Distributor understands that all Persons listed on the Distributor Agreement, or any Person having a Beneficial Interest in the Distributor's Distributorship, will be held jointly and severally liable for the outstanding amount for unpaid Product and fees. It is expressly understood by the Distributor that this joint and several liability supersedes any limitations of liability otherwise available to the Distributor's Distributorship or its Beneficial Interest holders.

E. Automatic Shipment Program (ASP).

1. A Distributor may choose to participate in the Automatic Shipment Program (ASP). ASP may be established at any time through the submission of the ASP request through their Virtual Office and by entering the method of payment to be used. When instituting ASP at the time of enrollment, the Distributor Agreement serves as confirmation for the setup. An ASP account will be charged at a set time during the month, and the Product will be shipped at a set time thereafter. The Distributor may obtain tracking numbers from the Company after the Product is shipped. The Distributor may change items as needed. The Distributor may cancel an (ASP) or change the next shipment date at anytime.
2. During winter months, the Company may utilize a cold-weather shipping program in certain geographic regions. This program is designed to prevent damage to Products from exposure to extreme weather conditions. If used, the Distributor waives any claim against the Company for delayed shipments.
3. Payments will be verified prior to processing ASP orders. In the event authorization is declined, the Company may attempt to contact the Distributor and reattempt to obtain authorization. If authorization is not obtained after three (3) unsuccessful

attempts to process payment, the order will be considered "unprocessed" and will not be included in Commission computation and processing. The Company will not be held responsible for Volume shortfalls due to unprocessed orders.

4. To change or terminate one's ASP, the Distributor will login to their Virtual Office and select adjustments, additions or deletions as they choose. Such requests include, but are not limited to, changing the number of Products, shipping address, the payment method, etc.
5. Upon cancellation of the ASP, a Distributor may return the most recent shipment, provided that the shipment is not older than ninety (90) days and the Distributor follows all other provisions of the refund policy (see Section 6.K). Simply returning Product or refusing shipment is insufficient to cancel ASP. The Distributor must submit a signed cancellation request. The cancellation notice must be received in writing via fax, mail, personal delivery, or e-mailed with a scanned signature.

F. Seventy Percent Rule. A Distributor certifies with each new Product order that he or she has sold or consumed at least 70% of all Product purchased in prior orders. Each Distributor that receives Commissions and orders additional Product agrees to retain documentation that demonstrates compliance with this policy, including evidence of Retail Sales, for a period of at least four (4) years. A Distributor agrees to make this documentation available to the Company at the Company's request. Failure to comply with this requirement or falsely representing the amount of product sold or consumed in order to advance in the Compensation Plan constitute a breach of the Contract and is grounds for termination. Furthermore, a breach of this requirement entitles the Company to recover any Commissions paid to the Distributor for any period of time during which such documentation is not maintained or for which this

provision has been breached.

G. Sales Tax, GST, VAT.

1. U.S. sales tax is collected on the Product's suggested retail price and is calculated using the applicable rates for the location to where the product is shipped. The Company will collect and remit sales tax to the proper taxing authority. In those jurisdictions where a Distributor may, and has registered as a withholding agent through a local sales tax agency and submitted a "Sales and Use Tax Exemption Certificate" or equivalent document to the Company, the collection of sales tax will be the responsibility of the Distributor. It is the responsibility of the Distributor to provide an updated copy of its certification for exemption from sales tax each year.
2. In all other jurisdictions, Goods and Services Tax (GST), Value-Added Tax (VAT), or other applicable transaction tax is based on the purchase price. The Company will provide its GST or VAT number and proper invoicing, which may include electronic invoicing, where permitted by law. The Company does not include GST or VAT in commission payments. Distributors who are GST or VAT registered and are required to collect and remit GST or VAT on their services may send a valid GST or VAT invoice to the Company to charge them for GST or VAT on commission income.

H. Notice of Cooling-Off Period to Customers.

When making a retail sale, a Distributor shall verbally disclose the Customer's rights to cancel the sale. Those rights are set forth in the pre-printed sales receipt provided by the Company, which sales receipts must be completed and delivered to the Retail Customer upon making the sale. The sales receipt is available to download in Distributor back office. If the Customer exercises the right to cancel the sale, the Distributor making the sale shall follow the refund

procedures described in this Section. The Customer should return all unused Product.

I. Returns, Refunds, and Exchanges. The Company will refund the purchase price of Product or exchange it pursuant to the following.

1. If the Distributor (and/or his or her Customer who ordered directly from the Company) is not completely satisfied with the First Product Purchase, he or she may send to the Company the unused portion of the First Product Purchase within thirty (30) days of the original purchase date and the Company will refund 100% of the purchase price (unused portion must be more than half full to be considered for a full refund) (less shipping and handling). If the First Product Purchase is returned after the thirty (30) day period, the Company will refund 90% of the purchase price (less shipping and handling).
2. For orders other than the First Product Purchase, the Company will refund the unused purchase price of returned Products (less shipping and handling), and reserves the right to charge a 10% restocking fee. If the Product Purchase is returned after the thirty (30) day period, the Company will refund 90% of the unused product purchase price (less shipping and handling).
3. A Distributor requesting a refund (and his or her Customer who ordered directly from the Company) must contact the Company's Customer Service department to obtain a return merchandise authorization (RMA) number from the Company. Product returned to the Company must have an RMA number written on the outside of the shipping carton. Any Product without an RMA number will not qualify for a refund and will be returned to the Distributor at the Distributor's expense. Upon receipt of the returned Product, the return will be noted by the Company and a refund will be issued to the Distributor within

thirty (30) days. Refund payment methods are limited to the original form of payment, or if not available, by check in US dollars or such other form as the Company may choose. No refunds will be issued after one year from the purchase date. All refunds are subject to:

- a. The request for a refund being made within ninety (90) days of purchase request (older than 90 days of the purchase date of the product(s) will only be refunded via an in store gift certificate);
 - b. The 70% rule in Section 6.H above (Distributors only);
 - c. The Product being returned is in a marketable condition (unopened, unaltered and resalable) as determined by the Company;
 - d. The Product being sent through a form of delivery that can be traced (e.g., FedEx) and received within seven (7-10) days of contacting the Company.
 - e. If product being return is a subject to an expiration date. It is in its acceptable expiration date range.
4. Any product kit returned to Be Young Total Health must be complete; otherwise the kit will not be eligible for an exchange or refund. For any complimentary item(s) received by the purchase, returns will be handled as follows:
 5. For any complimentary item(s) received by the purchase, returns will be handled as follows:
 - a. If a qualifying purchase is returned in whole or in part, therefore negating the qualification to receive the complimentary item, the promoted product(s) must also be returned or the member will be charged for the free product(s).
 - b. If one of the promotion products is returned, Be Young Total Health will not credit the Distributor, as Be Young Total Health will assume the returned item(s) is the promoted product(s). If both products of the promotion are returned, Be Young will credit the member for the product purchased.
 - c. No individual items from a kit will be eligible for a refund.
 6. Exceptions to the refund policies may be extended by the Company in instances in which Distributor misconduct, misrepresentation, or other extenuating circumstances may require. Previously paid Commissions or Ranks may be reversed and/or adjusted as a result of the exceptions and at the sole discretion of the Company.
 7. Customer may return Product to the Distributor who is then responsible for processing an exchange with the Company or issuing a refund to the Customer. The Distributor shall honor his or her Customer's timely request even if it is made after any cooling off period required by law has expired. A request is timely if made within ninety (90) days after the date of sale to the Customer.
 8. Any Commissions paid to the Distributor and his or her Upline for the Product returned by the Distributor or Customer may be debited from the respective Upline Distributor's account or withheld from present or future Commission payments. A Distributor agrees that he or she will not rely on existing Downline Organization Volume at the close of a Commissions period, as returns may cause changes to his or her Title, Rank and/or Commission payout.
 9. All shipping or courier costs for the return of Product will be borne solely by the Distributor unless otherwise prohibited by law. Any damage or loss that occurs to returned Product during shipping will be the responsibility of the Distributor. Should the Product arrive at the Company's Return Department damaged (thereby rendering it

non-resalable), the Company will reject the shipment. Partial Product returns will not be accepted or refunded in accordance with the Company's standard return policies.

10. The Company will exchange Product if the Product is damaged in shipment, incorrectly sent due to a Company error, or of substandard quality. However, when an exchange is not feasible, the Company will refund the amount of the returned Product. If Product is damaged or defective, a Distributor should contact the Company within ten (10) days of receipt of the order. The Company will issue a call tag for the Product and immediately send a replacement order. The Company will inspect the Product upon receipt.

J. Buy Back. The Company will buy back unused Product and sales material sold to a Distributor who voluntarily terminates the Contract pursuant to Section 9.E, Termination. Such buy back is subject to the return policies set forth in this Section, except that sales materials (opened or unopened) purchased by the Distributor are subject to a 100% refund of the purchase price, less shipping costs. Written notice of a Distributor's voluntary termination is required to obtain a refund when returning the Distributor kit and/or sales materials.

Section Seven:

MARKETING THE PRODUCT AND OPPORTUNITY

A. Use of Sales Tools. A Distributor may only use Sales Tools approved by the Company for an Authorized Country or a country subject to an announced Pre-Launch Period. The Distributor agrees that if it uses a fulfillment house or other third party to sell or distribute Sales Tools, the Distributor will enter into a non-disclosure agreement (to be provided by the Company) with the fulfillment house or third party to ensure that all Distributor and Customer information is protected from disclosure and remains the sole property of the Company.

B. Approval of Sales Tools. A Distributor must submit all Sales Tools to the Company through the Distributor Education and Conduct department for approval prior to use. The Company has complete discretion whether to approve or reject a proposed Sales Tool. The approval process generally requires a minimum of three (3) weeks to complete. To comply with changing laws and regulations, the Company may rescind its prior approval of a Sales Tool, and may require the Distributor to remove from the market at its own cost and obligation a previously approved Sales Tool. If approved, the Company will issue to the Distributor:

1. A unique Sales Tool approval number and logo, and
2. A written authorization from the Company specifically stating that the Sales Tool may be distributed.

C. Product Claims. The only claims and

representations Distributors may make regarding Products are those found in the literature distributed by the Company. Any third-party material used for Distributor Business must comply with all federal and local laws and regulations. All Distributors must read and abide by the concepts taught in the “Distributor Advertising Guide,” which is posted on the Company’s website. A Distributor may not make any express or implied health or medical claims of any kind relating to any Product except for those claims, if any, that are published in Company literature approved for the country in which the claims are presented. Under no circumstances may a Distributor prescribe any Product as suitable for treating or curing a particular ailment. No claims may be made as to therapeutic or curative properties of any Product offered by the Company.

D. No Altering. Distributors shall not re-label, alter or repackage any Products.

E. No Endorsement Claims. No Distributor may imply that the promotion, operation, or organization of the Company has been approved, sanctioned, or endorsed by any governmental regulatory authority. No Distributor should claim or imply that any Product is approved by any governmental agency, and shall include in sales and marketing materials any appropriate disclaimer and regulatory compliance language required by the Company or by applicable law.

F. Income Claims Prohibition. A Distributor

is prohibited from making false, misleading, or unrepresentative claims regarding earning potential. If a Distributor does make an income claim, it must be based on actual earnings and the Company's current Annual Average Income Disclosure, found at www.beyoungth.com, and such documentation must be presented concurrent with the income claim.

G. Use of Trademarks and Copyrights.

1. The Company may license the use of its trademarks to Distributors, subject to the limitations herein and subject to the limitations in any licensing agreement. A licensing agreement may be obtained from the Distributor Education and Conduct department.
2. Distributors may not use any of the Company's current or after-acquired trademarks or any confusingly similar variations of its marks, in a manner that is likely to cause confusion, mistake, or deception as to the source of the Products or services advertised.
3. Except as indicated herein, a Distributor may not use the Company's trademarks or any confusingly similar variation of its trademarks (e.g., byoung, be young, bee young BYEO, Be Young EO, TH, etc.), in a business name, e-mail address, Internet domain name or sub-domain name, URL, telephone number, or in any other address or title. A Distributor may use the Company's trademarks, except the marks associated with the word "beyoungTH," in a URL, Internet domain or sub-domain name provided that the Distributor has entered into a licensing agreement for a Company Licensed Website. The Distributor agrees to comply with the terms of such licensing agreement and hereby acknowledges that the Company owns, and shall continue to own, all rights in and to the Company's trademarks in such URL, Internet domain or sub-domain name and that the Company has the right to revoke such use of

the Company's trademarks for any reason and at any time.

- a. The Distributor further agrees that the Company has the right to acquire such URL at any time by paying the nominal registration fee to the Distributor and Distributor agrees to transfer such URL to the Company and take any other necessary steps requested by the Company to effectuate such transfer.
4. The Distributor agrees to immediately re-assign to the Company any registration of the Company names, trade names, trademarks, or Internet domain names registered or reserved in violation of this policy. The provisions of this Section survive the termination of the Contract.
5. Distributors may not use the Company's trademarks on non-approved Sales Tools.
6. The Company, in its sole discretion, will determine whether a variation of its trademark is confusingly similar.
7. Distributors shall not use the Company's marks in countries where the use of such marks is prohibited.
8. A Distributor must not use the name, logos, trademarks or other references to the Company's business or manufacturing partners in any Sales Tool, correspondence, or any form of advertising.
9. The Company's literature and media are copyrighted by the Company and may not be duplicated.

H. Use of "Independent Distributor" in advertising.

If a Distributor selects a business title, the title must clearly state that the Distributor is a "Be Young Total Health Independent Distributor." A Distributor's title may not imply that the Distributor is an employee or agent of the Company. Each time the Company's logo or name is used in writing and in relation to the Distributor, the Distributor must identify itself as a

“Be Young Independent Distributor.”

I. **Methods of Advertising.** Distributors may advertise using the following means:

1. At meetings, people may give testimonials about how the Company’s supplements have helped them. If a person makes a “disease claim” at a Company-sponsored meeting, the claim may be imputed to the Company, thereby subjecting the Company and the person to adverse legal action.

If you are the meeting leader:

- a. You should not arrange for a disease-cure testimonial.
 - b. You should not personally give a disease-cure testimonial.
 - c. If there is an impromptu disease-cure testimonial from someone, redirect the discussion by saying, “Our supplements are designed to improve nutrition; they are not intended to diagnose, treat, cure, or prevent any disease. However, scientific research has established a connection between nutrition and many disease conditions.”
 - d. Third-party scientific literature that is compliant with local, state, and federal law may be distributed at a meeting but must be placed separate and apart from promotional material.
2. Newspaper: A Distributor may place a generic business opportunity advertisement in the classified section of a local newspaper, provided the advertisement conforms to all applicable laws and regulations.
 3. Phone Directory: Any Distributor may place a text listing of its name in the white or yellow pages of a telephone directory followed by “Be Young Independent Distributor.” Graphical and display ads in telephone directories are prohibited.
 4. Electronic Mail Advertisements: All

advertisements sent via e-mail, telephone, or facsimile must comply with all anti-spamming laws for the state or country where the intended recipient resides. The Distributor is under obligation to research and comply with all laws concerning unsolicited commercial e-mail.

5. Television and Radio: Television and radio advertising requires prior written approval from the Company’s Marketing, Public Relations, and Legal departments. Requests should be submitted through the Distributor Education and Conduct department.
6. Celebrity Endorsement: A Distributor may use a celebrity endorsement with written approval from the Company and the specific, prior, written approval of the endorsing celebrity for each use of the celebrity’s name.
7. Fairs, Swap Meets, Etc.: A Distributor may not sell or promote Products at bazaars, flea markets, fairs, swap meets, or other similar gatherings. A Distributor may promote and sell Products at tradeshow, except those where the Company announces on its website (www.beyoungth.com) it will have an exclusive presence.
8. Internet Auction Sites: A Distributor may not sell or facilitate the sale of Product on Internet websites where an auction is the mode of selling or buying (e.g., eBay). A Distributor may not use a third party to place Product on auction websites or sell Product to a third party if the Distributor knows, or has reason to know, that such Product will be sold on auction websites. The provisions of this Section survive the termination of the Contract.

J. **Advertising at Company Sponsored Events.** At Company-sponsored events, Distributors may not, unless specifically authorized in writing by the Company, advertise, sell, or promote non-Company products or services, including, but not limited to: (i) the promotion of non-Company events, systems or

materials, (ii) organized person to person solicitations, (iii) distribution of flyers, DVDs or other materials, or (iv) the use of any other form of promotion deemed inappropriate by the Company.

K. Internet Advertising. Distributors may use only a Company Licensed Website to promote Products or the business opportunity over the Internet. Promoting Products or the business opportunity through an unlicensed Internet website is strictly prohibited. Distributors that wish to operate a Company Licensed Website must meet the following criteria:

1. A Distributor may not enter into a website licensing agreement until it has completed a website training course given by the Company.
2. All licensed websites are subject to a one-time initial fee and yearly maintenance fees, regardless of the date the website was created. The fees are described in the Internet Licensing Agreement, which is available upon request. These fees are necessary for the Company to provide training and personnel to monitor Distributor Internet websites for compliance with these Policies and Procedures.
3. All licensed websites must first be reviewed and approved by the Company as Sales Tools, in accordance with Section 7.B above. Licensed websites must be Company-specific and may not advertise, promote, or link to any other product or opportunity. However, all such sites, and any changes thereto, must first be reviewed and approved by the Company as Sales Tools, in accordance with Section 7.B above. If approved, the Distributor must enter into a licensing agreement with the Company and the site must display a Company-generated “licensed” designation. Changes made to the site after obtaining the initial license require written authorization from a representative of the Company’s Distributor Education & Conduct Department.
4. Distributors may not use any key words or meta tags to advertise any licensed website

on the Internet if the search words or meta tags explicitly or implicitly present illegal or unsubstantiated health or income claims.

5. Distributors must obtain written approval from the Company before initiating any sponsored links on Internet search engines to direct Internet traffic to a Company Licensed Website.
6. The Company may revoke the license for any previously approved website at any time and for any reason, including changes to federal and local laws and regulations.

L. Advertising and Selling Price of Products on the Internet. Distributor acknowledges and agrees that the advertising and selling of all Products on the Internet may only be done on a Company Licensed Website and the advertising and selling price of all Products on such website (i) if sold to an Applicant, must not be lower than the Wholesale price of the Products plus reasonable shipping and the amount the Company charges for taxes, handling; and (ii) if sold to a non-Applicant (e.g. Customer, etc.), must not be lower than the Company’s Suggested Retail price plus reasonable shipping and the amount the Company charges for, taxes and handling of the Products. In connection with this Section, the Distributor also agrees that all advertising regarding the price of Products will be truthful and will not contain misleading statements (e.g. “lowest price available” which infers that a Distributor is able to sell the Products at a price lower than other Distributors, etc.). Distributor acknowledges and agrees that he or she shall not advertise or sell any Products on the Internet which were purchased from another Distributor. Any violation of this Section by a Distributor shall constitute a breach of the Contract and will be subject to the breach of Contract procedures set forth herein.

M. Communications. For purposes of this Section, “Communications” are defined as communications intended to reach any member in senders downline or customer database. The following rules apply to all Communications issued by a Distributor:

1. Distributors targeted to receive the Communications must have knowingly “opted in” to hear or receive the Communication:
 - a. Through registration (if the Communication will be received at an event or webinar); and/or
 - b. Through an affirmative request if the Communication is delivered through an email or on a website.
2. If by e-mail, there must be an “opt out” feature prominently displayed in the Communication.
3. The Communication must comply with the terms of this Section.
4. The following disclaimer shall be prominently positioned in all Communications that promote any particular building method: There are many methods and techniques used successfully for building your Be Young business. The building method promoted [in/at] this [website/webinar/email/ meeting/] may be different from that which is taught by your upline. Please consult with your upline if they have taught you a different building method or if you have any questions.
5. Distributor acknowledges that allowing the Distributor to create databases of Distributor information for Communications, the sale of tools, and for any other purposes constitutes the use of Company Confidential Information, which information is the Company’s trade secrets, and such use can be a substantial financial benefit to the Distributor. Distributor acknowledges that he or she is subject to the Cross-Company Recruiting obligations set forth in Section 2.K above. This Section shall survive the termination of the Contract.

N. Lead Distribution. Persons who are outside the Company network often make inquiries to the Company about its Products. If the Company is able to determine that the inquiring Person received the information from a specific Distributor or that there is

a particular Distributor that the Person is acquainted with, every attempt will be made to refer the Person to that Distributor. If an association with a particular Distributor cannot be determined, the Person will be randomly positioned under an existing “Premier”-level Distributor. Final judgment with respect to the positioning of leads remains the right of the Company.

O. Public Relations Matters. The Company encourages Distributors to use personal media coverage to expand and build their business; however, certain situations require the Distributor to contact the Company’s Public Relations Department. These would include:

1. Instances where the story or medium has national potential;
2. Cases where the story calls for a wider Company/Product perspective; and/or
3. When the Distributor is questioned about Company sales figures and/or business strategies.

P. Retail Establishments. Except as described herein, a Distributor may not sell Products or promote the business opportunity through Retail Establishments. A Distributor is also prohibited from selling Products to any Person who the Distributor knows, or has reason to suspect, will ultimately sell those Products through Retail Establishments. The display of Independent Distributor information within the premises of a Retail Establishment is acceptable if it complies with all the relevant advertising requirements of this Section and with the following:

1. The display may incorporate one of each Product per Retail Establishment, and/or several images of such Products, into a display for the sole purpose of advertising.
2. No Products, including the display, may be sold on the premises of the Retail Establishment.
3. No Retail Establishment shall display or advertise Company Product(s) or opportunities in a manner that is visible from outside the store.

4. The Company-designated disclaimer must be prominently posted near the displayed Products. The disclaimer may not be altered in size, color, content, etc. The disclaimer may be downloaded from the Company website and should state the following:

“Thank you for your interest. As a direct selling company, Be Young Total Health products are distributed and sold by Independent Distributors and not in retail stores. Please contact (Distributor’s Name) at (Distributor’s Contact Information) in order to purchase your Be Young Total Health products.”

5. If the Retail Establishment is a restaurant, café, juice bar, or the like, Products may only be sold in trial amounts (e.g. by the glass, etc.), and the Distributor must provide ongoing support to the establishment.

Q. Service Establishments. A Distributor may conduct Distributor Business through Service-related Establishments, except that no Product banners or other Sales Tools may be displayed to the general public in a manner that would attract the public into the Service-related Establishment. The Company has sole discretion in determining whether an establishment is a Service-related Establishment and a proper place for the sale of Products.

Section Eight:

BREACH OF CONTRACT PROCEDURES

A. Conditional Obligations. The Company's obligations to a Distributor are conditioned upon the Distributor's faithful performance of the terms and conditions of the Contract. The Company, in its sole discretion, will determine if a Distributor is in breach of the Contract and may elect any or all available remedies.

B. Remedies. In the event of breach, the Company may elect to take no action or to exercise some or all contractual remedies and remedies at law or in equity, including, but not limited to:

1. Notify the Distributor either in writing or verbally of the breach and providing a notice to cure the breach;
2. Require from the Distributor additional assurances of future compliance;
3. Withhold or deny recognition and attendant perks;
4. Assess damages and withhold them from commission payments;
5. Suspend Distributor Rights temporarily or permanently;
6. Seek injunctive relief;
7. Terminate the Contract; and
8. Seek damages and associated costs.

C. Reporting Contract Breaches. If a Distributor observes or is aware of another Distributor's violation of any term or condition of the Contract,

the observing Distributor shall submit a written complaint to the Company's Distributor Education & Conduct Department on the applicable form provided by such department. Because of the difficulties of investigating and asserting appropriate remedies for stale claims, any complaint for breach of the terms and conditions of the Contract other than Cross-Company Recruiting must be brought to the Company's attention for review within eighteen (18) months of the start of the alleged violation; Cross-Company Recruiting violations must be brought to the Company's attention within six (6) months of the alleged violation. Failure to report a violation within that time period may result in the Company not pursuing the allegations in order to prevent the Distributor Business from being disrupted due to stale claims. However, this policy does not waive the Company's right to investigate and discipline Distributors found guilty of the stale claims.

D. Circumvention of the Contract. The Contract is designed to protect Distributors and the Company from the adverse consequences of their violation. Distributors who intentionally circumvent the Contract to accomplish indirectly what is prohibited directly will be disciplined as if the applicable policy or rule had been broken directly. In such circumstances, all of the available remedies as stated above will be available to the Company. The Contract is not intended to give a Distributor the right to enforce the Contract against another Distributor directly, or to take any legal action against another Distributor.

Section Nine:

TERMINATION

A. Termination.

1. A Distributor may terminate the Contract by failing to renew on the annual anniversary of the acceptance of his or her Distributor Agreement or by submitting to the Company in writing a request to terminate, subject to Section 9.E herein.
2. The Company may terminate the Contract if the Distributor violates the terms of the Contract and any amendments thereto.
3. Upon termination, the Company may in its sole discretion retain the Distributor's Distributorship or dissolve and remove it from the Sponsor and Placement Trees.

B. Return of Confidential Information. A Distributor must return all Confidential Information, including any

information derived there from, over which he or she has direct or indirect control to the Company upon termination or upon demand of the Company. If any such Confidential Information cannot be returned because it is in electronic format, the Distributor shall permanently delete and erase the Confidential Information upon termination or upon demand.

B. Buyback. If a Distributor is in breach, the Company reserves the right to stop or delay the buy-back process set forth in Section 6.L herein.

C. Effects of Termination for Breach of Contract.

1. A Distributor whose Contract is terminated

by the Company must wait one (1) year before applying for a new Distributor's Distributorship. During that time, the Distributor can have no Beneficial Interest in any other Distributor's Distributorship. Prior to applying, he or she must first petition the Company through the Distributor Education and Conduct department. The petition will include an affidavit that must be signed under penalty of perjury and notarized in which the Distributor confirms that he or she has had no Beneficial Interest in any Distributor's Distributorship during the prior one year.

2. Upon termination of the Contract, all of the Distributor's rights in and to the Distributor's Distributorship and the Distributor Business are revoked and terminated. In acknowledgement of the damages the Company has likely suffered and/or will suffer as a result of Distributor's breach, including but not limited to, all or any of the following: (i) loss of good will and loss in the value of the Company's confidential and proprietary information and trade secrets; (ii) loss of a portion of the value of the Company's business; and (iii) loss of future profits; Distributor consents that any unpaid Commissions may be forfeited to the Company to offset a portion of the damages.
3. The Company may elect to reorganize the Downline Organization of a Distributor's

Distributorship terminated for breach in a manner that serves the best interests of the Company, Downline Organization and Upline.¹⁸

4. Where the Company elects to terminate a Distributor's Distributorship in which there is more than one Beneficial Interest holder, the following may apply:
 - a. The departing Beneficial Interest holder(s) must relinquish all rights to, and interests in, the Distributor's Distributorship;
 - b. The Company may not divide or reassign any of the Downline Organization; and
 - c. The Company may not split Commissions between the prior or current Beneficial Interest holders of the Distributor's Distributorship.

D. Effects of Voluntary Termination by the Distributor.

1. The Contract can be voluntarily terminated by a Distributor who is not in breach of the Contract for any reason, at any time, by providing written notice to the Company signed by all Person(s) listed on the Distributor Agreement. The termination is effective on the date the Company receives the written notice, although processing of the termination request may be delayed until the following month if there is current Volume in the Distributor's Distributorship. If a Distributor is in breach of the Contract, he or she cannot voluntarily or unilaterally terminate the Contract until the longer of: (i) the last day of the renewal period of the Contract, or (ii) the last day of the period equal to the amount of time such Distributor had been in violation of the Contract prior to the Company's discovery of the breach, but not to exceed one (1) year. In such a case, the Company may elect any and all available remedies for breach of the Contract pursuant to Section 8, and the Distributor shall not be entitled to receive any Commissions during

such period, as determined by the Company in its sole discretion.

2. Upon termination of the Contract, all of the Distributor's rights in and to the Distributor's Distributorship and the Distributor Business are revoked and terminated.
3. A Distributor who voluntarily terminates may re-apply for a new Distributor's Distributorship under a new Sponsor no earlier than six (6) months from the date the Company receives written notice of the termination. During this six (6)-month period, the voluntarily terminated Distributor is not permitted to participate in any Distributor Business or have a Beneficial Interest in any Distributor's Distributorship. Prior to applying, the Distributor must first petition the Company through the Distributor Education and Conduct Department. The petition will include an affidavit that must be signed under penalty of perjury and notarized in which the Distributor confirms that he or she has had no Beneficial Interest in any Distributor's Distributorship during the prior one year.
4. A Distributor may not terminate voluntarily if the Distributor's Distributorship is not in good standing with the Company, as may be evidenced by, but not limited to, any of the following conditions: (i) a temporary Distributor's Distributorship; (ii) a Distributor's Distributorship is on hold, suspension or probation; (iii) the Distributor's Distributorship is under investigation, but no formal discipline has taken place; or (iv) notice of intent to terminate has been sent.

E. Survival. Sections 2.E, 2.F, 2.K, 2.R, 2.S, 2.T, 8, 9, and 10 shall survive the termination of the Contract. The termination, relinquishment or expiration of the Contract shall not relieve the Distributor from obligations that are expressly indicated in the Contract to survive termination or expiration of the Contract.

Section Ten:

MISCELLANEOUS

A. Entire Agreement. The Contract comprised of the Distributor Agreement, Policies and Procedures, and all documents of the Company referred to therein or attached thereto contains the entire understanding concerning the subject matter hereof between the Company and the Distributor, and is intended as a final, complete, and exclusive expression of the terms of the parties. This Contract supersedes and replaces all prior negotiations and proposed, but unexecuted agreements, either written or oral. Any prior agreements, promises, negotiations, or representations, either written or oral, relating to the subject matter of this Contract, are of no force or effect. If there is any discrepancy between verbal representations made to the Distributor by any employee or agent of the Company and the terms of the Contract, the express written terms and requirements of the Contract will prevail.

B. Headings. The section and subsection headings in the Contract are inserted solely as a matter of convenience and for reference, and will not be considered in the construction or interpretation of any provision hereof. Unless the context otherwise specifically requires, all references to sections of the Contract will refer to all subsections thereof.

C. Modifications by the Company. The Company reserves the right to make any modifications to the Contract, provided that the modifications are communicated by the Company to the Distributor at least thirty (30) days prior to taking effect. The Company may communicate these modifications by

posting any portion of the modified Contract on the Company's website at www.beyoungth.com, or by any other method of communication. The Distributor is deemed to have accepted the modification to the Contract if the Distributor engages in any Distributor Business, renews its Distributor's Distributorship, or accepts Commissions after the thirty (30) day period is ended.

D. Ambiguities. Ambiguities, if any, in the Contract shall not be construed against any party, regardless of which party may be deemed to have authored the ambiguous provision.

E. Warranties. The Company extends no product warranties, either expressed or implied, beyond those specifically articulated in the Contract. The Company disclaims and excludes all warranties regarding possible infringement of any United States or foreign patent, trademark, trade name, copyright, or trade secret arising from the Distributor's operations. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

F. Waiver. Any waiver by the Company of a Distributor's breach of a Contract provision must be

in writing and will not be construed as a waiver of any subsequent or additional breach by the Distributor. The failure by the Company to exercise any right or privilege under the Contract will not constitute a waiver of that right or privilege.

G. Severability. If any term or condition of this Contract is judicially invalidated, prohibited, or otherwise rendered unenforceable in any jurisdiction, it is unenforceable only to the extent of the invalid, prohibited or unenforceable provision in that jurisdiction only, and it will not render unenforceable or invalidate any other provision of the Contract, nor will the Contract be rendered unenforceable or invalidated in another jurisdiction. Furthermore, any provision found unenforceable may be partly enforced to the maximum extent enforceable under the law.

H. Force Majeure. Distributor acknowledges that the Company is not liable for any damages or losses caused by the delay or inability to manufacture, sell, or deliver its products due to labor strikes, accidents, fire, flood, acts of civil authority, acts of God, acts of terrorists, or from any other causes that are beyond the control of the Company.

I. Governing Law, Arbitration, Injunctive Relief. The State of Utah is the place of the origin of this Contract and is where the Company accepted the offer of the Applicant to become a Distributor and where the Distributor entered into the Contract with the Company. The Contract is therefore to be construed in accordance with the laws of the State of Utah (without giving effect to any conflict of law provision or rule) as to contracts made and to be wholly performed within the State. Any controversy or claim arising out of or relating to the Contract or the breach thereof, or any controversy or claim relating to the business relationships arising between Distributors shall be resolved by mandatory, final, binding, non-appealable arbitration in Utah Fourth Judicial District Court United States of America. There shall be one arbitrator, who shall be impartial, independent, and mutually agreed upon by the parties to the arbitration within seven (7) days following receipt of the written notice for demand for arbitration. If the

parties do not reach agreement on a single arbitrator within such seven (7) day period, the parties agree that the arbitration shall be administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules (except that there shall only be one arbitrator) and shall be governed by Utah state law, including, but not limited to, the rules pertaining to the discovery process as found in the Utah Rules of Civil Procedure. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof and enforcement of the judgment shall be governed by Utah state law. The parties shall equally share the assessed costs associated with the arbitration, including all arbitrator fees. If one party fails to pay its assessed costs, and such failure prevents the timely appointment of an arbitrator or delays ongoing arbitration proceedings, the other party may seek provisional remedies under the Utah Uniform Arbitration Act, Utah Code Section 78B-11-109, to compel the non-paying party to comply with its payment obligations. Such provisional remedies may be sought in the courts of the State of Utah, Utah County, as the exclusive and sole jurisdiction and venue for such provisional actions, and each party hereby consents to personal jurisdiction and proper venue in those courts for such actions. The failure to pay assessed costs under this Section, and any resulting costs, expenses, or damages resulting from the other party being required to seek provisional relief, shall become an additional claim of the injured party in the underlying arbitration. The parties, AAA, and the arbitrator shall maintain the confidentiality of the entire arbitration process and may not disclose to any other person not directly involved in the arbitration process: (i) the substance of, or basis for, the controversy, dispute, or claim; (ii) the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in the arbitration; or (iii) the terms or amount of any arbitration award. AAA and the arbitrator shall have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The parties agree that before or after a demand for arbitration is made that a party (in

addition to any other remedies which it may have and which are hereby exclusively reserved) is entitled to preserve its rights under the Contract by seeking interim injunctive relief (a temporary restraining order, preliminary injunction and all other forms of interim relief available to the party filing the action) without a bond, and that the only venue for any suit shall be in the a court in the Fourth Judicial District of the courts of the State of Utah state courts located in Juab County, Utah or, at the sole discretion of the Company, in the federal court located in Salt Lake City, Utah. The parties agree that such suit filed with the court: (a) is not a waiver of the rights of the party who filed the suit to proceed with any demand for arbitration it previously filed, and (b) will not in any way affect the rights of the party filing the suit to thereafter demand arbitration once the interim relief is obtained. The parties expressly waive any objections to personal jurisdiction or venue of such courts and to the arbitration being conducted in Salt Lake City, Utah, United States of America.

J. Attorney Fees. If any suit, action, or proceeding is brought to enforce any term or provision of this Contract, the prevailing party shall be entitled to recover reasonable attorneys’ fees, costs, and expenses incurred, in addition to any other relief to which such party may be legally entitled.

K. Successors and Assigns. The Contract will be legal and binding upon and inure to the benefit of the heirs, devisees, executors, administrators, personal representatives, successors, and assigns (as applicable) of the respective parties hereto.

L. Limitation of Liability. To the extent permitted by law, the Company, its directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as “Responsible Parties”) shall not be liable for, and the Distributor releases Company and its Responsible Parties from and waive all claims, for any loss of profits, indirect, direct, special or consequential damages, and for any other losses incurred or suffered by Distributors as a result of: (i) Distributor’s breach of the Contract, (ii) the promotion or operation of the Distributor’s

Distributorship and the Distributor’s Business; (iii) Distributor’s incorrect or wrong data or information provided to the Company or its Responsible Parties; or (iv) the Distributor’s failure to provide any information or data necessary for the Company to operate its business. *Each Distributor agrees that the entire liability of the company and its responsible parties for any claim whatsoever related to the contract, but not limited to, any cause of action sounding in contract, tort, or equity, shall not exceed, and shall be limited to, the amount of products the Distributor has purchased from the company that are in resalable condition.*

Applicant Signature: _____

date (mm/dd/yyyy): _____

Joint Applicant Signature: _____

date (mm/dd/yyyy): _____

STEP 2: CONTACT INFORMATION

Please attach voided check to this form (check must be preprinted with your name)