

MWR LIFE POLICIES AND PROCEDURES

Effective September 1, 2015

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MWR LIFE
STATEMENT OF POLICIES AND PROCEDURES
Effective September 1, 2015

SECTION 1 – INTRODUCTION

1.1 - Code of Ethics

MWR Life (hereafter “MWR Life” or “the Company”) is a values-based company that prides itself on the quality and character of its Independent Resellers. The following guidelines help ensure a uniform standard of excellence throughout our organization. Every MWR Life Independent Reseller is expected to practice the following ethical behavior when acting in the name of the company:

- A. I will be respectful of every person I meet while doing MWR Life related business.
- B. At all times I will conduct myself and my business in an ethical, moral, legal, and financially sound manner.
- C. I will not engage in activities that would bring disrepute to MWR Life, and MWR Life corporate officer or employee, myself, or other Independent Resellers.
- D. I will not make discouraging or disparaging claims toward other MWR Life Independent Resellers. I will ensure that in all MWR Life business dealings I will refrain from engaging in negative language. I will refrain from making any type of slanderous statements.
- E. I will provide support and encouragement to my Customers to ensure that their experience with MWR Life is a successful one. I understand that it is important to provide follow-up service and support to my downline.
- F. I will correctly represent all the bonus/compensation plans available through MWR Life and the income potential represented therein. I understand I may not use my own income as an indication of others’ potential success, or use compensation checks as marketing materials. I further understand that I may only disclose MWR Life income to recruit a potential Independent Reseller(s) after I have given a copy of the Income Disclosure Statement to the potential Independent Reseller(s).
- G. I will abide by all of MWR Life’s Policies & Procedures now and as they may be amended in the future.

1.2 - Policies Incorporated Into Independent Reseller Agreement

These Policies and Procedures (“Policies”), in their present form and as amended at the sole discretion of MWR Life, are incorporated into, and form an integral part of, the MWR Life Independent Reseller Agreement (hereafter “Independent Reseller Agreement”). Throughout these Policies, when the term “Agreement” is used, it collectively refers to the MWR Life Independent Reseller Agreement, these Policies, and the MWR Life Compensation Plan. These documents are incorporated by reference into the Independent Reseller Agreement (all in their current form and as amended by MWR Life). It is the responsibility of each Independent Reseller to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring a new Independent Reseller, it is the responsibility of the sponsoring Independent Reseller to provide the most current version of these Policies and Procedures prior to his or her execution of the Independent Reseller Agreement.

1.3 - Changes to the Independent Reseller Agreement, Policies and Procedures, or Compensation Plan

Because federal, state, and local laws, as well as the business environment, periodically change, MWR Life reserves the right to amend the Agreement and the prices of its MWR Life Services in its sole and absolute discretion. Notification of amendments shall appear in Official MWR Life Materials. Amendments shall be effective upon publication in Official MWR Life Materials, including but not limited to, posting on MWR Life's website, e-mail distribution, publication in MWR Life's newsletter, product inserts, or any other commercially reasonable method. The continuation of an Independent Reseller's MWR Life business or an Independent Reseller's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

1.4 - Delays

MWR Life shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, flood, and death, curtailment of a party's source of supply, or government decrees or orders.

1.5 - Policies and Provisions Severable

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

1.6 - Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of MWR Life to exercise any right or power under the Agreement or to insist upon strict compliance by an Independent Reseller with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of MWR Life's right to demand exact compliance with the Agreement. Waiver by MWR Life can be effectuated only in writing by an authorized officer of the Company.

SECTION 2 – BECOMING AN INDEPENDENT RESELLER

2.1 - Requirements to Become an Independent Reseller

To become a MWR Life Independent Reseller, each applicant must:

- A. Be of the age of majority in his or her state of residence;
- B. Reside in the United States or other countries, which have been officially opened by MWR Life;
- C. Have a valid Social Security Number or Federal Tax Identification Number;
- D. Submit a properly completed and signed Independent Reseller Agreement to MWR Life via electronically or fax.

2.2 - New Independent Reseller Registration by the Internet and Facsimile

A prospective Independent Reseller may self-enroll on the sponsor's web site. In such event, instead of a physically signed Independent Reseller agreement, MWR Life will accept the agreement by accepting the "electronic signature" stating the new Independent Reseller has accepted the terms and conditions of the Independent Reseller Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Independent Reseller and MWR Life. Faxed agreements must include both the front and back of the Independent Reseller Agreement.

2.3 - Independent Reseller Benefits

Once an Independent Reseller Agreement has been accepted by MWR Life, the benefits of the Compensation Plan and the Independent Reseller Agreement are available to the new Independent Reseller. These benefits include the right to:

- A. Sell MWR Life services;
- B. Participate in the MWR Life Compensation Plan (receive bonuses and commissions, if eligible);
- C. Sponsor other individuals as customers or Independent Resellers into the MWR Life business and thereby build an organization and progress through the MWR Life Compensation Plan;
- D. Receive periodic MWR Life literature and other MWR Life communications;
- E. Participate in MWR Life-sponsored support service training, motivational and recognition functions; and
- F. Participate in promotional and incentive contests and programs sponsored by MWR Life for its Independent Resellers.

2.4 - Terms and Renewal of an MWR Life Business

An Independent Reseller must renew their Independent Reseller status annually by submitting an annual renewal fee of \$55. This payment is due on the anniversary of the Independent Reseller acceptance date. If the Independent Reseller allows his or her business to expire due to nonpayment of the renewal fee, the Independent Reseller will lose any and all rights to his or her downline organization unless the Independent Reseller re-activates within 60 days following the expiration of the agreement.

If the former Independent Reseller re-activates within the 60-day time limit, the Independent Reseller will resume the rank and position held immediately prior to the expiration of the Independent Reseller agreement. However, such Independent Reseller's paid as level will not be restored unless he or she qualifies at that payout level in the new month. The Independent Reseller is not eligible to receive commissions for the time period that the Independent Reseller's business was expired.

Any Independent Reseller whose agreement has expired and lapsed the 60-day grace period is not eligible to re-apply for an MWR Life business for 12 months following the expiration of the Independent Reseller agreement.

Any Independent Reseller terminated by MWR Life may not re-apply to do business for 12 months from their termination date.

SECTION 3 – INCOME DISCLOSURE POLICY

In an effort to conduct best business practices, MWR Life has developed the Income Disclosure Statement (“IDS”). The MWR Life IDS is designed to convey truthful, timely, and comprehensive information regarding the income that MWR Life Independent Resellers earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Independent Resellers.

A copy of the IDS must be presented to a prospective Independent Reseller (someone who is not a party to a current MWR Life Independent Reseller Agreement) anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms “income claim” and/or “earnings representation” (collectively “income claim”) include: (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of “statements of non-average earnings” include, “Our number one Independent Reseller earned over a million dollars last year” or “Our average ranking Independent Reseller makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher ranking Independent Resellers is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

In any meeting that is open to the public in which the Compensation Plan is discussed or any type of income claim is made, you must provide every prospective Independent Reseller with a copy of the IDS. Copies of the IDS may be printed or downloaded without charge from the company website at www.mwrlife.com/home/IDS.

SECTION 4 – ADVERTISING

4.1 - Adherence to the MWR Life Compensation Plan

Independent Resellers must adhere to the terms of the MWR Life Compensation Plan as set forth in Official MWR Life Materials. Independent Resellers shall not offer the MWR Life opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official MWR Life Materials. Independent Resellers shall not require or encourage other current or prospective customers or Independent Resellers to participate in MWR Life in any manner that varies from the program as set forth in Official MWR Life Materials. Independent Resellers shall not require or encourage other current or prospective customers or Independent Resellers to execute any agreement or contract other than official MWR Life agreements and contracts in order to become an MWR Life Independent Reseller. Similarly, Independent Resellers shall not require or encourage other current or prospective customers or Independent Resellers to make any purchase from, or payment to, any individual or other entity to participate in the MWR Life Compensation Plan other than those purchases or payments identified as recommended or required in Official MWR Life Materials.

4.2 - Use of Sales Aids

To promote both the services and the opportunity MWR Life offers, Independent Resellers must use the sales aids and support materials produced by MWR Life. If MWR Life Independent Resellers develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding Independent Resellers’ good intentions, they may unintentionally violate any number of statutes or regulations affecting an MWR Life business. These violations, although they may be relatively few in number, could jeopardize the MWR Life opportunity for all Independent Resellers. Accordingly, Independent Resellers must submit all written sales

aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the Independent Reseller receives specific written approval to use the material, the request shall be deemed denied. All Independent Resellers shall safeguard and promote the good reputation of MWR Life and service plans provided by its preferred partners. The marketing and promotion of MWR Life, the MWR Life opportunity, the Compensation Plan, and MWR Life services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

4.3 - Intellectual Property

MWR Life will not allow the use of its trade names, trademarks, designs, or symbols outside of corporate produced and approved sales aids by any person, including MWR Life Independent Resellers, without prior written authorization from MWR Life. Furthermore, no Independent Reseller may use, publish, reproduce, advertise, sell, or display in any manner the name, picture or likeness, or voice of another Independent Reseller without prior written consent from the named Independent Reseller. This consent must be on file with MWR Life's Compliance department prior to any use.

4.4 - Web Policy

If an Independent Reseller desires to utilize an Internet web page to promote his or her business, he or she may do so through Company authorized services only.

A. General

It is your obligation to ensure your online marketing activities are truthful, are not deceptive and do not mislead customers or potential Independent Resellers in any way. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This may include representation in any manner that you are an authorized representative for MWR Life, spam linking (or blog spam), unethical search engine optimization (SEO) tactics, misleading click-through ads (i.e., having the display URL of a PPC campaign appear to resolve to an official MWR Life Corporate Site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. MWR Life will be the sole determinant of truthfulness as to whether specific activities are misleading or deceptive.

B. Domain Names, Email Addresses and Online Aliases

You cannot use or register domain names, email addresses, and/or online aliases that could cause confusion, or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from, or is the property of MWR Life by showing up as the sender of an email.

Examples of the improper use include but are not limited to: mwrlife@msn.com; www.mwrlifedirect.com; www.mwrlifedirect.com; www.mwrlifejoin.com; www.myspace.com/mwrlife; www.mwrlifepresident.com, or derivatives as described herein.

Examples of permitted URLs, email addresses, and online aliases might appear as follows: myspace.com/iloveMWRlife; johnsmith.com/mwrlife, etc.

Determinations as to what could cause confusion, mislead or be considered deceptive is at the sole discretion of MWR Life. If you have a question whether your chosen name is acceptable, you may submit it to compliance@mwrlife.com for review before use.

C. Approved Independent Reseller Websites

The term *Independent Reseller Website* refers to the Independent Reseller website offered by MWR Life or an approved vendor to Independent Resellers. The term *Social Media website* refers to any site that is not specifically prohibited within the terms and conditions of this Agreement, such as Facebook.com, MySpace.com, Twitter.com, YouTube.com, personal blogs or other personal websites.

D. Online Classifieds

You may not use online classifieds (including Craigslist) to list, sell or promote specific MWR Life services. You may use online classifieds (including Craigslist) for prospecting, recruiting, sponsoring, and informing the public about the MWR Life opportunity provided you follow the other requirements of this agreement such as identifying yourself as an independent representative of MWR Life, only using approved images and versions of any trademarked logos and without using fraudulent or misleading product or income claims. If a link or URL is provided, it must link to your Independent Reseller Website or your Social Media website.

E. Online Retailing

Approved Independent Reseller websites are intended to provide the Independent Resellers with the tools and means for generating leads, prospecting business, communicating with others, selling products and services, and otherwise advancing your MWR Life business. You may not sell MWR Life services on any other online retail store or e-commerce site, nor may you enlist or knowingly allow a third party (customer) to sell MWR Life products on any online retail store or ecommerce site.

Social Media sites such as Facebook may also be used to promote your MWR Life business. You must provide approved MWR Life links to your Independent Reseller replicated website for sales and order processing. All online sales of MWR Life products must take place and be produced through the Independent Reseller Replicated website (or corporate site).

F. Banner Advertising

You may place banner advertisements on a website provided you use MWR Life-approved templates and images. All banner advertisements must link to your Independent Reseller Website. You may not use *blind* ads or web pages that make non-compliant product or income claims that are ultimately associated with MWR Life products or the MWR Life business opportunity.

G. Spam Linking

Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This

includes blog spamming, blog comment spamming and/or spamdexing. Any comments you make on blogs, forums, guest books etc. must be unique, informative and relevant.

H. Social Networking Sites

You may use social networking websites (Facebook, MySpace, LinkedIn, blogs, forums and other social shared interest sites) to share information about the MWR Life product, mission and business opportunity and for prospecting and sponsoring. However, these sites may not be used to sell or offer to sell specific MWR Life services.

Profiles you generate in any social community where you mention or discuss MWR Life must clearly identify you as an MWR Life Independent Reseller and must appear as described herein. When you participate in those communities you must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. The determination of what is inappropriate is at MWR Life' sole discretion, and offending Independent Resellers will be subject to disciplinary action and/or termination.

You agree that you will immediately take down a non-compliant site at the request of MWR Life. Appeals regarding compliance may be submitted after the site has been taken down. Appeals should be directed to the email address set forth in the policy addressing dispute resolutions.

I. Sponsored Links / Pay-Per-Click (PPC) Ads

Sponsored links or pay-per-click ads (PPC) are acceptable. The destination URL must be to your Independent Reseller Website. The display URL must also be to your Independent Reseller Website and must not portray any URL that could lead the user to assume they are being led to an MWR Life Corporate site, or be inappropriate or misleading in any way.

J. External Websites

You are allowed external websites to promote your MWR Life business and the MWR Life opportunity. If you wish to use an external website you must do the following:

- a.) Identify yourself as an Independent Reseller for MWR Life.
- b.) Use only the approved images and wording authorized by MWR Life.
- c.) Adhere to the branding, trademark, and image usage policies described in this document.
- d.) Agree to modify your website to comply with current or future MWR Life policies.

You are solely responsible and liable for your own website content, messaging, claims, and information and must ensure your website appropriately represents and enhances the MWR Life brand and adheres to all MWR Life guidelines and policies. Additionally, your website must not contain disingenuous popup ads or promotions or malicious code. Decisions and corrective actions in this area are at MWR Life sole discretion. You are encouraged to use the approved MWR Life images that are available through the business suite.

K. MWR Life Independent Reseller Image Mandate

When using a Social Media or external website it must contain:

- a.) An MWR Life Independent Reseller Logo from the approved templates.
- b.) Your Name and Title (example: Joan Arc, Independent Reseller, MWR Life).
- c.) A link to your Independent Reseller Replicated website.

Although MWR Life brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at an Independent Reseller site, and not an MWR Life Corporate page.

4.6 - Advertised Price

You may not advertise any of MWR Life's services at a price LESS than the highest company published price of the equivalent service. No special enticement advertising is allowed. This includes but is not limited to offers of free membership or other such offers that grant advantages beyond those available through the Company.

4.7 - Generic Business Advertisements

If you advertise via newspaper or other advertising venues, the following rules apply:

- A. No advertisement may imply that a job, position, salary, or any type of employment is allowed.
- B. No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part-time employment, or guaranteed incomes. The MWR Life opportunity is not a job, and may not be presented as such. Terms such as "manager trainee," "management positions available," "travel provided," "call for interview," "positions available," "now hiring," and other misleading statements are not allowed.
- C. No specific income can be promised or implied, and any references to compensation must use the word "commissions" to indicate the independent contractor status of Independent Resellers.
- D. Advertisements may not contain references to MWR Life or its services and may not use any of MWR Life's trademarks or trade-names.

Any requests for variances from the above rules must be submitted to MWR Life and approved in writing prior to publication. Please direct any inquiries to compliance@mwrlife.com, or by fax to the attention of the Compliance department at (888) 536-9825.

4.8 - Media and Media Inquiries

Independent Resellers must not initiate any interaction with the media or attempt to respond to media inquiries regarding MWR Life, its services, or their independent MWR Life business. All inquiries by any type of media must be immediately referred to MWR Life's Compliance department. This policy is designed to ensure that accurate and consistent information is provided to the public, as well as a proper public image.

4.9 - Unsolicited Email and Fax Communication

MWR Life does not permit Independent Resellers to send unsolicited emails unless such emails strictly comply with applicable laws and regulations, including, without limitation, the federal CAN SPAM Act. Any email sent

by an Independent Reseller that promotes MWR Life, the MWR Life opportunity, or MWR Life services, must comply with the following:

- A. There must be a functioning return email address to the sender.
- B. There must be a notice in the email that advises the recipient that they may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice).
- C. The email must include the Independent Reseller’s physical mailing address.
- D. The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- E. The use of deceptive subject lines and/or false header information is prohibited.
- F. All opt-out requests, whether received by email or regular mail, must be honoured. If an Independent Reseller receives an opt-out request from a recipient of an email, the Independent Reseller must forward the opt-out request to the Company. MWR Life may periodically send commercial emails on behalf of Independent Resellers. By entering into the Independent Reseller Agreement, Independent Reseller agrees that the Company may send such emails and that the Independent Reseller’s physical and email addresses will be included in such emails as outlined above. Independent Resellers shall honor opt-out requests generated as a result of such emails sent by the Company. Except as provided in this section, Independent Resellers may not use or transmit unsolicited faxes or use an automatic telephone dialling system relative to the operation of their MWR Life businesses.

SECTION 5 – OPERATING AN MWR LIFE BUSINESS.

5.1 - Business Entities

A corporation, partnership or trust (collectively referred to in this section as a “Business Entity”) may apply to be an MWR Life Independent Reseller by submitting an MWR Life Independent Reseller Application and Agreement along with its Certificate of Incorporation, Articles of Organization, Partnership Agreement or trust documents (these documents are collectively referred to as the “Entity Documents”) to MWR Life. An MWR Life business may change its status under the same Sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. To do so, the Independent Reseller(s) must provide the Entity Documents to MWR Life. The Independent Reseller Application must be signed by all of the shareholders, partners or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to MWR Life.

5.1.1 - Changes to a Business Entity

Each Independent Reseller must immediately notify MWR Life of any changes to the type of business entity they utilize in operating their MWR Life business, and the addition or removal of business associates. An MWR Life business may change its status under the same sponsor from an individual to a partnership, corporation or trust, or from one type of entity to another. The Independent Reseller Agreement form must be signed by all of the shareholders, partners, or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to MWR Life.

5.1.2 - Change Of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Independent Resellers, MWR Life rarely allows changes in sponsorship, with the rare exception of direct line changes (meaning placement is not affected). A direct line change request must be made by submitting a completed Sponsor Change Request Form within a seven (7) day period from the date of enrollment, and must come from the current listed sponsor.

5.1.3 - Change Of Placement

A request for change of placement must be submitted within seven (7) days of the date of enrollment and must be requested by the current listed sponsor. An Independent Reseller can only be moved inside of the same sponsor's organization. If approved, an Independent Reseller is placed in the first available open bottom position on the date that the change is made. Independent Resellers who have earned commissions or achieved rank are not eligible for placement changes. Please note that decisions made for any change request (sponsor or placement) are at the sole discretion of MWR Life.

5.2 - Unauthorized Claims and Action

5.2.1 - Indemnification

An Independent Reseller is fully responsible for all of his or her verbal and/or written statements made regarding MWR Life services and the Compensation Plan, which are not expressly contained in Official MWR Life Materials. Independent Resellers agree to indemnify MWR Life and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by MWR Life as a result of the Independent Reseller's unauthorized representations or actions. This provision shall survive the cancellation of the Independent Reseller Agreement.

5.2.2 - Endorsements of MWR Life Services

No claims as to any services offered by MWR Life may be made except those contained in Official MWR Life Materials.

5.3 - Conflicts

5.3.1 - Non-Solicitations

MWR Life Independent Resellers are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, during the term of this Agreement, Independent Resellers may not directly or indirectly recruit other MWR Life Independent Resellers or Customers for any other Network Marketing business. Following the cancellation of an Independent Reseller Agreement, and for a period of one (1) calendar year thereafter, a former Independent Reseller may not recruit any MWR Life Independent Reseller or Customer to another Network Marketing business.

5.3.2 - Sale of Competing Goods or Services

During this agreement and for 12 months thereafter, Independent Resellers must not sell, or attempt to sell, any competing non-MWR Life programs. Any program, product, service, or direct selling opportunity in the same generic categories as the MWR Life services are deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

5.3.3 - Targeting Other Direct Sellers

Should Independent Resellers engage in solicitation and/or enticement of members of another direct sales company to sell or distribute MWR Life services, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against an Independent Reseller alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, MWR Life will not pay any of Independent Reseller's defense costs or legal fees, nor will MWR Life indemnify the Independent Reseller for any judgment, award, or settlement.

5.3.4 - Privacy and Confidentiality

All Independent Resellers are required to abide by the Company's Privacy Policy with regard to Independent Reseller and customer information.

5.3.5 - The Data Management Rule

The Data Management Rule is intended to protect the Line of Sponsorship (LOS) for the benefit of all Independent Resellers, as well as MWR Life. LOS information is information compiled by MWR Life that discloses or relates to all or part of the specific arrangement of sponsorship within the MWR Life business, including, without limitation, Independent Reseller lists, sponsorship trees, and all Independent Reseller information generated there from, in its present and future forms. The MWR Life LOS constitutes a commercially advantageous, unique, and proprietary trade secret (Proprietary Information), which it keeps proprietary and confidential and treats as a trade secret. MWR Life is the exclusive owner of all Proprietary Information, which is derived, compiled, configured, and maintained through the expenditure of considerable time, effort, and resources by MWR Life and its Independent Resellers. Through this Rule, Independent Resellers are granted a personal, non-exclusive, non-transferable and revocable right by MWR Life to use Proprietary Information only as necessary to facilitate their business as contemplated under these Policies and Procedures. The Company reserves the right to deny or revoke this right, upon reasonable notice to the Independent Reseller stating the reason(s) for such denial or revocation, whenever, in the reasonable opinion of MWR Life, such is necessary to protect the confidentiality or value of Proprietary Information. All Independent Resellers shall maintain Proprietary Information in strictest confidence, and shall take all reasonable steps and appropriate measures to safeguard Proprietary Information and maintain the confidentiality thereof.

5.4 - Cross Sponsoring

Actual or attempted cross-group sponsoring is strictly prohibited. "Cross-group sponsoring" is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current customer number or Independent Reseller Agreement on file with MWR Life, or who has had such an agreement within the preceding six (6) calendar months. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, Federal Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of an MWR Life business in accordance with the "Sale, Transfer or Assignment of MWR Life Business" section of these Policies and Procedures.

5.5 - Governmental Approval or Endorsement

Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Independent Resellers shall not represent or imply that MWR

Life or its Compensation Plan have been “approved,” “endorsed,” or otherwise sanctioned by any government agency.

5.6 - Identification

All Independent Resellers are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to MWR Life either on the Independent Reseller Agreement or at the company’s request. Upon enrollment, the Company will provide a unique Independent Reseller Identification Number to the Independent Reseller by which they will be identified. This number will be used to place orders and track commissions and bonuses.

5.7 - Income Taxes

Every year, MWR Life will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident as required by the Internal Revenue Service. Each Independent Reseller is responsible for paying local, state and federal taxes on any income generated as an Independent Reseller. If an MWR Life business is tax exempt, the Federal Tax Identification Number must be provided to MWR Life. Any Independent Reseller that does not provide a valid social security number is subject to the federal backup withholding laws and 28% of their commissions and bonus will be withheld and submitted to the IRS.

5.8 - Independent Contractor Status

You are an independent contractor. You are not a representative, employee, partner, or in joint venture with the Company. You may not represent yourself as anything other than an Independent Reseller. You have no authority to bind MWR Life to any obligation. You are responsible for paying your own self-employment taxes, federal income taxes and other taxes required by law. You must obey any federal, state, and local laws, as well as Company rules and regulations pertaining to your independent MWR Life Business or the acquisition, receipt, holding, selling, distributing or advertising of MWR Life’s services or opportunity.

Independent Resellers may not answer the telephone by saying “MWR Life,” “MWR Life Incorporated,” or by any other manner that would lead the caller to believe that they have reached MWR Life’s corporate offices. An Independent Reseller may only represent that he/she is an MWR Life Independent Reseller. Therefore, all correspondence and business cards relating to or in connection with an Independent Reseller’s MWR Life business shall contain the Independent Reseller’s name followed by the term “Independent Reseller.”

5.9 - Bonus Buying

Subscribing for services solely for the purpose of collecting bonuses or achieving rank is prohibited. All services purchased by Independent Resellers must be specifically for personal use.

5.10 - Stacking

Stacking is the unauthorized manipulation of the MWR Life compensation system and/or the marketing plan in order to trigger commissions or cause a promotion of a downline Independent Reseller in an unearned manner. One example of stacking occurs when a sponsor places participants under an inactive downline participant (who may not know or have any relationship with the clients) in order to trigger unearned qualification for commissioning. Another example of stacking is the manipulative placement of Independent Resellers within a downline organization in order to trigger a promotion. Stacking is unethical and unacceptable behavior, and as

such, it is a punishable offense with measures up to and including the termination of the Independent Reseller positions of all individuals found to be directly involved.

5.11 - One MWR Life Business per Independent Reseller

An Independent Reseller may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one MWR Life business. No individual may have, operate or receive compensation from more than one MWR Life business. Individuals of the same family unit may each enter into or have an interest in their own separate MWR Life businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A “family unit” is defined as spouses and dependent children living at or doing business at the same address.

5.12 - Succession

Upon the death or incapacitation of an Independent Reseller, their business may be passed to a designated heir(s). Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Whenever an MWR Life business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Independent Reseller’s marketing organization provided the following qualifications are met. The successor(s) must:

- Execute an Independent Reseller Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Independent Reseller’s rank/status;
- Provide MWR Life with an “address of record” to which all bonus and commission checks will be sent. Bonus and commission checks of an MWR Life business transferred pursuant to this section will be paid in a single check jointly to the successor(s).
- Form a business entity and acquire a federal Taxpayer Identification Number, if the business is bequeathed to joint successors. MWR Life will issue all bonus and commission checks and one 1099 to the business entity.

5.13 - Sale, Transfer, or Assignment of an MWR Life Business

Although an MWR Life business is a privately owned, independently operated business, the sale, transfer or assignment of an MWR Life business is subject to certain limitations. If an Independent Reseller wishes to sell their MWR Life business, the following criteria must be met:

- A. Protection of the existing line of sponsorship must always be maintained so that the MWR Life business continues to be operated in that line of sponsorship;
- B. The buyer or transferee must become a qualified MWR Life Independent Reseller. If the buyer is an active MWR Life Independent Reseller, they must first terminate their MWR Life business and wait six calendar months before acquiring any interest in the new MWR Life business;
- C. Before the sale, transfer, or assignment can be finalized and approved by MWR Life, any debt obligations the selling Independent Reseller has with MWR Life must be satisfied; and
- D. The selling Independent Reseller must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign an MWR Life business.

Prior to selling an MWR Life business, the selling Independent Reseller must notify MWR Life's Compliance department of their intent to sell the MWR Life business. No changes in line of sponsorship can result from the sale or transfer of an MWR Life business. An Independent Reseller may not sell, transfer, or assign portions of their business—the position must be sold in its entirety.

5.14 - Separation of an MWR Life Business

MWR Life Independent Resellers sometimes operate their MWR Life businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership, or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Independent Resellers and the Company in a timely fashion, MWR Life will involuntarily terminate the Independent Reseller Agreement.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

A. One of the parties may, with consent of the other(s), operate the MWR Life business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize MWR Life to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.

B. The parties may continue to operate the MWR Life business jointly on a "business-as-usual" basis, whereupon all compensation paid by MWR Life will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above. The Company will never remove a party to a position from an Independent Reseller account without that party's written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will MWR Life split commission and bonus checks between divorcing spouses or members of dissolving entities. MWR Life will recognize only one downline organization and will issue only one commission check per MWR Life business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Independent Reseller Agreement shall be involuntarily cancelled.

5.15 - Sponsoring

All Qualified Independent Resellers in good standing have the right to sponsor and enroll others into MWR Life. Each prospective customer or Independent Reseller has the ultimate right to choose his or her own Sponsor. If two Independent Resellers claim to be the Sponsor of the same new Independent Reseller or customer, the Company shall regard the first application received by the Company as controlling.

5.16 - Customers That Become Independent Resellers

Existing customers that choose to become Independent Resellers may have the option to become their own customer for qualification and commission purposes.

SECTION 6 - RESPONSIBILITIES OF INDEPENDENT RESELLERS

6.1 - Change of Address, Telephone, Email-Address

To ensure timely communications, delivery of support materials and commission checks, it is critically important that the MWR Life's files are current. Independent Resellers planning to move or change their email address must submit an amended Independent Reseller Agreement complete with the new information.

6.2 - Sponsoring Independent Reseller Responsibilities

6.2.1 - Initial Training

Any Independent Reseller who sponsors another Independent Reseller into MWR Life must perform a bona fide assistance and training function to ensure that their downline is properly operating their MWR Life business. Independent Resellers must provide the most current version of the Policies and Procedures, the Income Disclosure Statement, and Compensation Plan to individuals whom they are sponsoring to become Independent Resellers before the applicant signs an Independent Reseller Agreement.

6.2.2 - Ongoing Training Responsibilities

Independent Resellers must monitor the Independent Resellers in their downline organizations to ensure that downline Independent Resellers do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Independent Reseller should be able to provide documented evidence to MWR Life of their ongoing fulfillment of the responsibilities of a Sponsor.

6.3 - Non-Disparagement

Independent Resellers must not disparage, demean, or make negative remarks about MWR Life, other MWR Life Independent Resellers, MWR Life's services, the Compensation plan, or MWR Life's owners, board members, directors, officers, or employees.

6.4 - Reporting Policy Violations

Independent Resellers observing a Policy violation by another Independent Reseller should submit a written report of the violation directly to the attention of the MWR Life Compliance department, complete with all supporting evidence and pertinent information. It is important to understand that information that is submitted will be kept confidential.

SECTION 7 – AUTOMATIC BILLING AND REFUND POLICY

7.1 - Billing

The services we offer from our preferred vendors are automatically renewed each month with a credit or debit card maintained on file. The Biz Center back office fees are also automatically renewed each month and will be back-billed for two billing periods if a payment fails to process. The Independent Reseller may make adjustments to their monthly fees associated with their Biz Center by contacting Independent Reseller Support.

7.2 - Refund Policy

MWR Life offers a 100% refund on all transactions made within the first three (3) days of a US Independent Reseller's involvement and ten (10) days of a Canadian Independent Reseller's involvement. The company is not able to offer a refund beyond these established periods.

SECTION 8 – BONUSES AND COMMISSIONS

8.1 - Bonus and Commission Qualifications

In order to qualify to receive commissions and bonuses, an Independent Reseller must be Qualified and in good standing and comply with the terms of the Independent Reseller Agreement and these Policies and Procedures. An Independent Reseller will qualify to receive commissions and bonuses as outlined in the MWR Life Compensation Plan. From time to time, MWR Life will run contests and promotions outside of the Compensation Plan. In order to qualify to receive additional contest or promotion related compensation, the Independent Reseller must be Qualified during the term of the contest or promotion and any Independent Reseller or Customer requirements necessary to qualify for the additional compensation must be Qualified and/or Active during the duration of any such contest or promotion.

Bonus and commission payments will be charged back in the event that a bonus or commission triggering event is cancelled within thirty (30) days of the trigger date, such as the cancellation of a customer. An Independent Reseller is not required to become a customer but may do so if desired for the purposes of this section.

8.2 - Errors or Questions

If an Independent Reseller has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Independent Reseller must notify MWR Life in writing within 30 days of the date of the purported error or incident in question. MWR Life will not be responsible for any errors, omissions, or problems not reported to the Company within 30 days.

8.3 - Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Reseller Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Independent Reseller or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Independent Resellers or Customers ("phantoms"); (d) purchasing MWR Life services on behalf of another Independent Reseller or Customer, or under another Independent Reseller's or Customer's ID number, to qualify for commissions or bonuses; (e) enrolling an Independent Reseller or Customer using your own credit card for the purpose of qualifying for bonuses; (f) enrolling non-arm's length Customers for the purpose of qualifying for bonuses and/or (g) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

8.4 - Reports

All information provided by MWR Life, including but not limited to personal sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments, an Independent

Reseller whose Independent Reseller Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

An MWR Life participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address, or via email to MWR Life.

8.5 - Administration Fees

Administration fees of \$1.25 will be deducted from USD commissions and \$1.95 from CAD commissions. Returned payments will result in a \$5 return fee to the Independent Reseller.

8.6 - Commission Payment Delay

MWR Life is not responsible for loss of commissions or delay in payment due to any of the following: (i) the Agreement is not on file with MWR Life or is incomplete, incorrectly filled out or not executed; (ii) improper notification of change of address has occurred; (iii) outdated forms are submitted to MWR Life; or (iv) there are issues in processing customer information.

SECTION 9 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by an Independent Reseller that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the Independent Reseller's MWR Life business), may result, at MWR Life's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Independent Reseller to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Withholding from an Independent Reseller all or part of the Independent Reseller's bonuses and commissions during the period that MWR Life is investigating any conduct allegedly contrary to the Agreement. If an Independent Reseller's business is cancelled for disciplinary reasons, the Independent Reseller will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Independent Reseller Agreement for one or more pay periods;
- Involuntary termination of the offender's Independent Reseller Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which MWR Life deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Independent Reseller's policy violation or contractual breach;

- Instituting legal proceedings for monetary and/or equitable relief. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of MWR Life.

9.2 - Mediation

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorneys fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Miami, Florida, and shall last no more than two (2) business days.

9.3 - Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by confidential arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Independent Resellers waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Miami, Florida. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

Nothing in these Policies and Procedures shall prevent MWR Life from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect MWR Life's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

9.4 - Governing Law, Jurisdiction, and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Miami, Florida. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of Florida shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in this Agreement, residents of the State of Louisiana shall be entitled to bring an action against MWR Life in their home forum and pursuant to Louisiana law.

SECTION 10 – EFFECT OF CANCELLATION

10.1 - Effect of Cancellation and Termination

So long as an Independent Reseller remains Qualified and complies with the terms of the Independent Reseller Agreement and these Policies, MWR Life shall pay commissions to such Independent Reseller in accordance with the Compensation Plan. An Independent Reseller's bonuses and commissions constitute the entire consideration for the Independent Reseller's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a downline organization). Following an Independent Reseller's non-continuation of his or her Independent Reseller Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Independent Reseller Agreement (all of these methods are collectively referred to as "Cancellation"), the former Independent Reseller shall have no right, title, claim or interest to the downline organization which he or she operated, or any commission or bonus from the sales generated by the organization. Independent Resellers waive any and all rights, including, but not limited to, property rights, in the downline which they may have had. Following an Independent Reseller's cancellation of his or her Independent Reseller Agreement, the former Independent Reseller shall not hold him or herself out as an MWR Life Independent Reseller and shall not have the right to sell MWR Life products or services. An Independent Reseller whose Independent Reseller Agreement is cancelled shall receive commissions and bonuses only for the last full pay period he or she worked prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

An MWR Life participant has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address, or via email to MWR Life. The written notice must include the Independent Reseller's signature, printed name, address, and Independent Reseller ID.

10.2 - Non-Renewal

An Independent Reseller may also voluntarily cancel their Independent Reseller Agreement by failing to pay the renewal fee. Independent Resellers have a 60 day grace period to get back into compliance and maintain their Independent Reseller Agreement for failure to pay the administrative fee.

SECTION 11 – DEFINITIONS

AGREEMENT: The contract between the Company and each Independent Reseller; includes the Independent Reseller Agreement, the MWR Life Policies and Procedures, and the MWR Life Compensation Plan, all in their current form and as amended by MWR Life in its sole discretion. These documents are collectively referred to as the "Agreement."

CANCEL: The termination of an Independent Reseller's business. Cancellation may be either voluntary, involuntary, or through non-renewal.

COMPENSATION PLAN: The guidelines and referenced literature for describing how Independent Resellers can generate commissions and bonuses.

CUSTOMER: A Customer who purchases MWR Life services and does not engage in building a business or selling the service.

INDEPENDENT RESELLER: An individual who purchases service plans, generates sales and business building commissions.

LINE OF SPONSORSHIP (LOS): A report generated by MWR Life that provides critical data relating to the identities of Independent Resellers, sales information, and enrollment activity of each Independent Reseller's organization. This report contains confidential and trade secret information which is proprietary to MWR Life.

ORGANIZATION: The Customers and Independent Resellers placed below a particular Independent Reseller.

OFFICIAL MWR LIFE MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by MWR Life to Independent Resellers.

PLACEMENT: Your position inside your Sponsor's organization.

RECRUIT: For purposes of MWR Life's Conflict of Interest Policy, the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another MWR Life Independent Reseller or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

SPONSOR: An Independent Reseller who enrolls a Customer or another Independent Reseller into the Company, and is listed as the Sponsor on the Independent Reseller Agreement. The act of enrolling others and training them to become Independent Resellers is called "sponsoring."

UPLINE: This term refers to the Independent Reseller or Independent Resellers above a particular Independent Reseller in a sponsorship line up to the Company. It is the line of sponsors that links any particular Independent Reseller to the Company.