

POLICIES & PROCEDURES

UNITED KINGDOM

WIN Worldwide BV, hereinafter "WIN" or "Company," is a direct selling Company marketing health and wellness products and other consumer products to the consumer through Independent Brand Partners. The policies and procedures herein are applicable to all Independent Brand Partners (hereinafter "BP") of the Company.

PROFESSIONAL ETHICS

As a BP of the Company, I hereby promise and agree that:

- I will be honest and fair in all my dealings while acting as a BP.
- I will respect the time and privacy of the people I contact to become retail customers or BPs of the Company. I will be courteous and respectful to every person contacted in the course of my Company business.
- I will perform all my professional activities in a manner that will enhance my reputation and the reputation of the Company.
- I will fulfill my leadership responsibilities as an enroller and sponsor, including training and otherwise supporting BPs in my sales organization.
- I will not engage in any deceptive or illegal practice.
- I will not make diagnostic, therapeutic or curative claims for the Company nutritional products, nor will I make any claims not contained in official company literature. I will represent only that "each body is unique and responds uniquely to nutritional supplementation," remembering that even my personal experience of nutritional benefits may be interpreted as an "extension of labeling claims" if I use those experiences as a sales device.
- I will make no income claims or representations, remembering that ideal projections of the WIN Compensation Plan are unrealistic. No network grows in a perfect geometric progression, and it is therefore impossible to predict incomes. Further, a the BP's success depends on many variables, such as amount of time committed to his/her business, organizational ability, etc., and therefore, earnings are not guaranteed.
- I understand and agree that I am solely responsible for all financial and/or legal obligations incurred by me in the course of my business as a BP , products and/or services, including but not limited to any necessary declarations of estimated income tax, VAT returns and income tax returns.
- I will compete aggressively but fairly, and I will respect the professionals of other network marketing companies. I will not solicit from the proprietary rolls or "genealogical" printouts of other network marketing companies. I will not use sales materials or professional associations

that may be regarded as proprietary by other companies.

- I will make every effort to assure the adequate training of BPs I enroll or sponsor. “Adequate training” shall include (but not be limited to) education regarding the Company Policies & Procedures, Compensation Plan, product information, sound business practices, sales strategies and ethical behavior.
- I will make every effort to maintain an ongoing, professional, leadership association with BPBPs in my organization for the purposes of communicating, training and motivating.

1. **Becoming a Brand Partner.** A BP is one who has completed a Company application and agreement (“BP Agreement”) and has been accepted by the Company as a BP. The Company reserves the right to accept or reject anyone as a BP.
2. **No Purchase Required.** No person is required to purchase any WIN product or service. The only purchase required of BPs is the purchase of the Success Kit which includes resources and sales materials, in both written and electronic and online media formats, to help grow your business.
3. **BP Rights.** Subject to compliance with their obligations under these Policies & Procedures, all BPs have the rights afforded hereunder, including the right to purchase and resell WIN products, participate in the WIN Compensation Plan, and to sponsor BPs into the Compensation Plan; provided, however, that some or all of the rights as a BP are subject to forfeiture or termination by the Company for failure to comply with all of these Policies & Procedures.
4. **Legal Age.** BPs must be of legal age in the country of their residence.
5. **Married Couples.** Unless waived in writing by the Company upon application, the Company will consider each married couple (whether by marriage or by going on record as a Registered Partnership with the local government) a single BP. Husbands and wives may not sponsor each other directly or indirectly, nor have different sponsors. If one spouse is already a BP, the nonparticipating spouse may elect to become a BP, but must join the same BP position as his or her spouse. The Company reserves the right to reject any applications for new BPs or applications for renewal. Should a couple become divorced or enter into a dissolution, they agree to notify the Company as to who will assume responsibility for the BP position in one of the following manners:
 - a. Written notarized agreement signed by both parties indicating who will retain the BP position.
 - b. A court order delineating who receives custody over the BP position.
 - c. Both parties may choose to retain their joint BP position and operate it as a partnership.

The divorced/dissolved BP may apply for a new BP position without having to wait six months.

- 6. Simultaneous Interests.** An individual can have only one BP position in the Company. He/she may not own any other BP position, either individually or jointly, nor may he/she participate as a partner, owner, stockholder, trustee, director, or association member in more than one BP position in any form.
- 7. Non-Individual Ownership.** A partnership or corporation may be a BP. However, no individual may participate in more than one (1) BP position in any form without express written permission from the Company. Only in the most extreme and extraordinary circumstances will this be considered.
- a. A BP position may change status under the same sponsor from individual to partnership or corporation or from partnership to corporation with proper and complete documentation.
 - b. To form a new BP position as a partnership or corporation or to change status to one of these forms of business, you must request a partnership/corporation form from the corporate home office. This form must be submitted detailing all partners, stockholders, officers or directors in the partnership or corporation. The partner or officer who submits the form must be authorized to enter into binding contracts on behalf of the partnership or corporation. In addition, by submitting the partnership/corporation form, you certify that no person with an interest in the business has had an interest in a BP position within three (3) months of the submission of the form (unless it is the continuation of an existing BP position that is changing its form of doing business).

No individual operating under a fictitious name and no partnership, corporation or other business entity may become a Company BP without submitting an "Entity Information" form following enrollment of proprietorship, corporation, Limited Liability Corporation (LLC), trust or partnership along with any other documentation reasonably required by the Company.

The Company reserves the right to approve or disapprove BP change of business names, formation of partnerships, corporations, and trusts for tax, estate planning, and limited liability purposes. If the Company approves such a change by BP, the organization's name and the names of the principals of the organization must appear the BP application/agreement along with a social security number or federal identification number. It is prohibited to make changes to attempt to circumvent or violate Company rules on raiding, solicitation, targeting, cross-sponsoring or interference.

- 8. Entity Guarantee for Owners.** Although Company has offered BPs the opportunity to conduct their BP position as corporate, LLC, trust or partnership entities, it is agreed that since the BP position entity is under the control of its owners or principals, the actions of individual owners or beneficiaries as they may affect Company and the BP position are also critical to Company's business. Therefore it is agreed that actions of the ownership entity shareholders, officers, directors, trustees, beneficiaries, agents, employees or other related or interested parties and the actions of such parties, which are in contravention to Company's policies shall be attributable to the corporate, LLC, trust or partnership entity.

In the event that any of the ownership entity shareholders, officers, directors, trustees, beneficiaries, agents, employees or other related parties shall terminate ownership interests in the BP position, any breaching actions by such parties that continue to have a beneficial financial interest, directly or indirectly, in the BP position shall be attributable to the BP position.

- 9. Annual Renewal.** A BP Agreement is valid for one (1) year from the date this Agreement is signed, if accepted by the Company. BPs are required to apply to renew their business annually in order to maintain their status as a BP as well as any rights and privileges of the business, according to the following terms and conditions.

Each BP must complete and submit a Renewal Application and pay the applicable Renewal Application Fee in order to apply to renew this Agreement. Submission of the Renewal Application and payment of the Renewal Application Fee is due one (1) year from the date of the signing of the original Agreement, and, as applicable, on each anniversary of that date. All BPs are required to pay the Renewal Application Fee. The annual Renewal Application Fee is payable to WIN Worldwide.

The Company has absolute discretion to deny any Renewal Application from any BP, for any reason or no reason at all. In the event that the Company denies a Renewal Application, the business will be terminated, and all rights to bonuses, marketing position and wholesale purchases cease. The terminated BP's sales organization shall be subject to placement in accordance with the then current published compensation plan presentation.

- 10. Independent Contractor Status.** All BPs are independent contractors. They are not franchisees, joint ventures, partners, employees, representatives or agents of the Company. BPs are strictly prohibited from stating or implying, whether orally or in writing, that they are franchisees, joint venturers, partners, employees, representatives or agents of the Company. Except as otherwise expressly provided herein, the Company may not control or in any other way execute dominion or control over a BP's business. BPs are prohibited from soliciting communication, whether orally or in writing, to the Company's corporate vendors, product developers and former staff members. BPs have no authority to assume, create or bind the Company to any obligation, nor shall any BP issue or cause to be issued any statements, writings or documents under the name of the Company, but rather shall use their own name for such purposes. Likewise, BPs should avoid using the WIN Corporate address, phone number or fax numbers in any print or electronic media and should not represent their training center as an extension of the WIN Corporate Office when marketing their business. This policy applies to, but is not limited to, all business cards, letterhead, and stationery; telephone greetings and/or messages; and all advertising materials. All training centers using Company trade names and/or logos should always be represented as independent training centers of WIN Worldwide BV.

- 11. Indemnity Agreement and Attorneys Fees.** Each and every BP agrees to indemnify and hold harmless the Company, its partners, officers, agents and directors against any claim, demand, liability, loss, cost or expense including, but not limited to, attorney's fees, arising or alleged to rise, in connection with that BP's the Company business or that BP's activities as a the Company BP. In addition to, but without waiving the foregoing, if the Company incurs attorneys fees in order to enforce any of the terms of the BP Agreement, including these Policies & Procedures, due to a BP's failure to abide by the terms of the BP Agreement (including these Policies & Procedures) or is in default thereunder, then in such event, such BP agrees to reimburse to the Company its reasonable attorney's fees, costs, and disbursements incurred. The reimbursement of the fees, costs and disbursements shall not be conditioned upon the commencement of litigation. If litigation is commenced, to the extent the Company is prevailing party, it will be entitled to reimbursement from the BP of its reasonable attorneys' fees, costs and disbursements incurred, including fees, costs and disbursements incurred in any and all post-trial matters and

appeals therefrom. the Company reserves the right to debit directly the BP's commission and bonus account for all legal fees and costs incurred by the Company.

- 12. Taxation.** It is acknowledged that BPs are only independent contractors, entitling them to resell products that they purchase from time to time from the Company. As BPs, they will be treated as contractors and not as employees of the Company for any tax purposes. They will be required to file all returns and reports required by any governmental taxing authorities. These include, but are not limited to (if necessary) declarations of estimated income tax, VAT returns and income tax returns, and to pay all applicable governmental taxes arising from activities as the Company BPs.
- 13. Legal Compliance.** All BPs shall comply with all international, federal, state and local statutes, regulations and ordinances governing multi-level marketing and requires every BP to do the same. Similarly, BPs doing business in foreign jurisdictions in which the Company's products and opportunity are lawful and proper, are required to comply, in all respects, with the laws of such foreign country. All BPs are responsible for their own managerial decisions, activity of any agent(s) acting on behalf of their BP entity and expenditures, including all estimated income and self-employment taxes.
- 14. Identification Number.** All BPs will be issued their own PERSONAL (Identification Number and will use this in all future transactions with the Company. BPs doing business in foreign jurisdictions, in which the Company's products are lawful and proper, are required to comply, in all respects, with the laws of such foreign country.
- 15. No Exclusive Rights or Territories.** There are no exclusive rights or territories for marketing or recruiting purposes, nor shall any BP imply or state that he or she does have an exclusive territory or any exclusive rights whatsoever. However, the Company reserves the right, at its sole discretion, to grant an exclusivity agreement for a right or territory or both for any market, to include both the Company approved and non-the Company approved countries. A separate agreement is required to allow such rights. No BP shall utilize the name "WIN" and the name of the country, territory, city, state and/or region in identifying their business entity (i.e. WIN Nigeria). the Company reserves the right, at its sole discretion, to determine if said name violates this policy.

Subject to compliance with these Policies & Procedures, any BP shall have the right to open a training center or other business establishment for the purpose of training BPs and potential BPs in the WIN business opportunity, and the responsibility for all training conducted at such establishments shall be vested solely in and with the BP(s). There shall be no geographical prohibitions imposed upon the opening and maintenance of such establishments, irrespective of the location of existing (and potentially competitive) establishments.

- 16. Prohibition on Raiding and Cross-Solicitation of Products or Other MLM and/or Business Opportunities.** The Company takes seriously its responsibility to protect the livelihood of its sales force and to the hard work invested to build a sales organization. Raiding and solicitation actions in which BPs seek to raid and solicit other BPs in the sales organization to noncompany products and services and to other MLM/business opportunities, severely undermines the marketing program of the Company, interferes with the relationship between the Company and its sales force and destroys the livelihood of other BPs who have worked hard to build their own business, the business of their sales force and benefits they have earned by helping to build a

sales organization. Therefore, BPs shall not directly or indirectly sell to, nor solicit from, other Company BPs noncompany products or services, or in any way promote to other Company BPs business opportunities in marketing programs of other MLM or business opportunity companies at any time. A Company BP shall not engage in any recruiting or promotion activity that targets Company BPs for opportunities or products of other direct selling companies or business opportunities, either directly or indirectly, by themselves or in conjunction with others, nor shall a BP participate, directly or indirectly, in interference, raiding or solicitation activity of Company BP for other direct selling companies or business opportunities. Unless approved in writing by the Company, this prohibition includes sales or solicitation of noncompany products or services at meetings organized for Company sales, promotion, training recruitment, demonstration, etc. This prohibition on targeting, interference, soliciting and raiding shall be in effect during the term of the BP agreement and for a period of one year after the termination of the BP agreement. For the term of this agreement and for one year after termination hereof, a BP shall not, directly or indirectly, recruit any of Company's BPs to join other direct sales or network marketing companies nor solicit, directly or indirectly, Company's BPs to purchase services or products, or in any other way interfere with the contractual relationships between Company and its BPs.

- 17. Cross Group Buying/Selling.** So as to receive credit for Royalties, Bonuses and advancement, BPs are prohibited from engaging in cross group buying/selling. This is the process by which BPs buy products from, or sell products to, BPs other than those which are considered authorized as defined in the Compensation Plan.
- 18. Account Information Changes.** BPs may update their BP records by submitting original, notarized (or in the presence of a the Company Corporate Representative) copies of the Information Change Notice for Independent BPs to the Company. This form requires the signatures of all parties in the BP entity. A notary stamp is not required for changes made to a shipping address, phone number, or email address.
- 19. Amendments.** The Company expressly reserves the right to alter or amend prices, Rules and Regulations, Policies and Procedures, product availability and Compensation Plan. Upon notification, in writing, such amendments are automatically incorporated as part of the agreement between the Company and the BP. Company communication of changes may include, but shall not be limited to mail, email, fax, posting on the Company website, publication in company newsletters or magazines, etc.
- 20. Sponsoring.** All BPs have the right to sponsor others. Any BP, who sponsors other BPs, must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale or delivery of product to the ultimate consumer and in the training of those sponsored. BPs must have ongoing contact, communication and management supervision with his or her sales organization. Examples of such supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, training sessions, accompanying individuals to Company training, sharing genealogy information with those sponsored. BPs should be able to provide evidence to the Company semiannually of ongoing fulfillment of sponsor responsibilities. If a BP is an Enroller in the marketing program entitled to Enroller bonuses, then the Enroller is obligated to the same responsibilities of supervisory, communication and training activities with respect to BPs he or she has enrolled, irrespective of whether the Enroller is also the Sponsor of those BPs.

In addition, every person has the ultimate right to choose his/her own sponsor. If two BPs should claim to be the sponsors of the same new BP, the Company shall regard the first application received by the corporate home office as controlling.

- a. As a general rule, it is good practice to regard the first BP to meaningfully work with a prospective BP as having first claim to sponsorship, but this is not necessarily controlling. Basic tenets of common sense and consideration should govern.
- b. As a convenience to its BPs, the Company may provide various methods of registering or informing the Company of newly sponsored BPs, including online internet registration, telephone registration and facsimile registration. Until such time as the Company receives an application, either as hard copy or by facsimile, containing all appropriate information, as well as the signature of the proposed new BP, the Company will only consider the internet, telephone or facsimile registration in the category of "intended" recognition of sponsor. Thus, although the Company is attempting to create some convenience for its sponsoring BPs, it is the responsibility of the sponsoring BP to cause delivery to the Company of a completed and signed BP agreement if the sponsor is to expect formal recognition as the official sponsoring BP.
- c. There is no "magic" involved in the Company or in any business. Those who sponsor widely but who do not help new BPs develop their business meet with limited success. Therefore, a responsibility of sponsorship is to work with new BPs, helping them learn the business and encouraging them during the critical early months.
- d. Sponsors are not required to carry inventory of products or sales aids for new BPs. When tangible product is involved, BPs who do so, however, find building a major sales organization much easier because of the decreased response time in meeting a new BP's needs.
- e. When soliciting a prospective BP to join the Company's network program, the BP must clearly explain the following:
 - 1) Products: type, performance and quality of each product.
 - 2) Compensation plan
 - 3) Policies and Procedures.
 - 4) BP's rights and duties.
 - 5) Other important items that will affect the judgment of the prospective BP.

21. Transfer of Sponsorship. Transfer is rarely permitted and is actively discouraged. Maintaining the integrity of sponsorship is absolutely mandatory for the success of the overall organization.

Transfers will generally be approved in three (3) circumstances only:

- a. In the case of unethical sponsoring by the original sponsor. In such cases, the Company will be the final authority.
- b. With the written approval of the immediate personal sponsor, first upline Team Leader or higher and (3) upline National Executive Directors.
- c. Resigning from the Company entirely and waiting six (6) months to reapply under the new sponsor.

In cases of unethical sponsoring, the individual may be transferred with any downlines intact; in all other events, the individual alone is transferred without any downline BPs being removed from the original line of sponsorship.

22. Acquisition of Business. Any BP desiring to acquire an interest in another BP's business must first resign his/her BP status and wait six (6) months before becoming eligible for such a purchase

or partnership agreement, and such transaction must comply in all respects with Rule Limits on Transferability or Sale.

- 23. Voluntary Resignation.** The BP agreement may be canceled at any time and for any reason by a BP notifying the Company in writing of the election to cancel. If a BP elects not to renew his/her BP agreement, all rights to bonuses, marketing position and wholesale purchases cease. The terminated BP's sales organization shall be subject to placement in accordance with the then current published compensation plan presentation.

A BP in good standing who voluntarily resigns or fails to renew may reapply to become a under the same or a different enroller/sponsor, after waiting six (6) months from the date of resignation.

- 24. Violations and Remedies.** A BP 's violation of any policies and procedures, the agreement, terms and conditions or any illegal, fraudulent, deceptive, or unethical business conduct may result, at the Company's discretion, in one or more of the following disciplinary actions:

- a. Issuance of a written warning or admonition.
- b. Imposition of a fine, which may be imposed immediately or withheld from future commission checks.
- c. Reassignment of all or part of a BP's organization.
- d. Suspension, which may result in termination or reinstatement with conditions or restrictions.
- e. Termination of the BP.

- 25. Termination of the BP.** The Company reserves the right to terminate any BP at any time for cause when it is determined that the BP has violated the provisions of the BP agreement, including the provisions of these policies and procedures as they may be amended or the provisions of applicable laws and standards of fair dealing. Such involuntary termination shall be made by the Company at its discretion. Upon an involuntary termination, the Company shall notify the BP by mail at the latest address listed with the Company for the BP. In the event of a termination, the terminated BP agrees to immediately cease representing him/herself as a BP.

26. Termination.

- a. When a decision is made to terminate a BP, the Company will inform the BP in writing that the BP is terminated immediately, effective as of the date of the written notification. The termination notice will be sent by certified mail to the BP's address on file with the Company.
- b. The BP will have 15 days from the date of mailing of the certified letter in which to appeal the termination in writing, and provide written response to the finding of violations of Company agreement, policies and/or rules. The BP's appeal and/or response correspondence must be received by the Company within 20 days of the Company's termination letter. If the appeal is not received within the 20 day period, the termination will be automatically deemed final.
- c. If a BP files a timely appeal of termination, the Company will review and reconsider the termination, consider any other appropriate action, and notify the BP of its decision. The decision of the Company will be final and subject to no further review. In the event the termination is not rescinded, the termination will be effective as of the date of the Company's original termination notice.

Notwithstanding anything to the contrary set forth herein above, in the event that a BP fails to abide or comply with any of the terms, conditions or covenants set forth in **Rule 16 Prohibition on Raiding and Cross-Solicitation of Products or Other MLM and/or Business Opportunities** and **Rule 17 Cross Group Buying/Selling**, then the Company has the absolute right to exercise, without further demand or notice or opportunity to cure, any rights afforded to the Company, at law or in equity, including without limitation, the initiation of litigation (in accordance with these Policies & Procedures) to recover its damages and costs.

27. Limits on Transferability or Sale. A BP may not sell, assign or otherwise transfer his or her BP position, marketing position or other BP rights without written application and approval by the Company. This paragraph is also applicable to transfer of any interest in an entity that owns a BP position, including but not limited to corporation, partnership, trust or other non-individual entity. The potential buyer must be at the equivalent or higher rank as the selling BP or have been a Company BP for at least a one year period prior to the sale. The BP position must be offered in writing first to the BP's sponsor. If the sponsor declines the offer, the BP may offer the BP position for sale to other qualified Company BPs, but only on the same terms and conditions as offered to the sponsor. A BP who sells his or her BP position shall not be eligible to requalify as a BP for a period of at least six months after the sale. The Company reserves the right to review the sale agreement and to verify waiver from the upline sponsor in the event the upline sponsor declines to purchase the BP position.

A BP may not add a co-applicant to their BP position and thereafter, remove their name from the BP position, as an effort to circumvent the Company's sale, assign, delegate or merger procedure. The primary BP must wait six (6) months after adding a co-applicant to the BP position before they are allowed to remove their name from the BP position. It is prohibited to use a sale or transfer to attempt to circumvent Company policy on raiding, soliciting, cross-sponsoring or interference.

For the term of three (3) years after sale or transfer, a BP agrees that he/she shall not, directly or indirectly, disrupt, damage, impair or interfere with the business of Company, whether by way of interfering with, or raiding its employees or BPs, disrupting its relationship with customers, agents, representatives, suppliers, vendors or manufacturers or otherwise. "Disrupting" or "interfering" shall include, but not be limited to, direct or indirect solicitation or recruitment for other direct selling business opportunities or products or services of other direct selling companies. A BP seeking to sell or transfer his/her BP position must acknowledge and agree to this provision prior to the finalization of the sale or transfer of their BP position.

28. Succession. Upon the death of a BP, the rights and responsibilities of the BP position may be passed on to the rightfully legally documented heir as long as that person has filled out a new BP Agreement and completed any required training.

Disability: Should a BP become disabled to the extent that he/she can no longer fulfill the required duties of the Company BP, such disabled BP's legal representative or conservator shall:

- a. Contact the Company within thirty (30) days of the disability and advise the Company of the BP's status and the plans for future management or cancellation of the BP position.
- b. Provide court confirmed copy of appointment as legal representative or conservator.
- c. Provide court confirmed copy of document establishing right to administer the Company business.

- d. Should the legal representative or conservator plan to continue the business of the BP position, then he/she shall fill out a new BP application/agreement and receive the required training consistent with the disabled BP's level at the time of disability.
- e. These requirements shall be satisfied within a deadline of six months.

29. Confidentiality Agreement. "Confidential Information" shall be deemed as (i) Any information contained in genealogical, downline or earnings report of the Company, (ii) any financial or manufacturing information, (iii) information obtained during the conduct of his or her the Company business, or (iv) any other information designated confidential, orally or in writing, by the Company and provided to a BP, is proprietary and confidential to the Company. The BP shall hold the Confidential Information in strict confidence and shall not disclose, publish, sell or license the Confidential Information to any third party or use the Confidential Information in any manner not expressly permitted in writing by the Company. Upon termination or resignation of a BP's BP for any reason, the BP agrees promptly to return all Confidential Information to the Company. The BP and the Company agree that, but for this agreement of confidentiality and non-disclosure, the Company would not provide the Confidential Information to the BP. Any BP in violation of this rule shall lose his or her buying privilege with the Company, be suspended from participation in the WIN Sales and Marketing Plan and/or be terminated of his or her BP status. Additionally, the Company may seek full legal remedy for damages.

30. Solicitation Using Commission Earnings/Statements. The Company does not permit the displaying or showcasing of commission earnings and/or commission statements for the purpose of marketing the WIN program or opportunity.

31. Cross Group Recruiting. Any effort to recruit a BP already in the Company is prohibited.

32. International Sponsoring. BPs are entitled to sponsor other BPs only in countries in which the Company has registered to operate its business and must comply fully with the Rules of Operation of a Company BP position in that country. Any violation of this rule constitutes a material breach of this contract and is grounds for immediate termination of the BP.

33. Trademarks. The names WIN Worldwide BV, Wellness International Network, Ltd. and WIN, (herein collectively referred to as "the Company"), their logos and the names of all their products are the trademarks of the respective entities and/or have proprietary rights afforded to each entity. As such, no derivation, duplication, or use of Company logos or company/product/service names, or the combination of two (2) or more words/components from a single trademark's name, may be used in the course of a BP's business. Only the Company is authorized to produce and market products and literature under and/or derived from these trademarks. Use of any of these items named above on any items not produced by the Company is prohibited, except in the manner described below:

John Jones

Independent Brand Partner of WIN Worldwide

The Company reserves the right, at its sole discretion, to make exceptions to this rule if it feels that a name is or is not confusing or misleading.

34. Internet Search Engine Optimization.

- a. BPs may use, reference, or incorporate the Company names and trademarks in approved Internet advertising.
- b. When participating in chat rooms and other social media, Company BPs may use approved Company language (as represented in the brochures, promotional and training materials of the Company and on the Company website) for the purpose of discussing the Company products and opportunity.
- c. BPs may use the language of approved Company literature for Internet advertising. Company trademarks, trade names, or product names, or any variations thereof, may not be used in search engines.
- d. BPs may communicate the benefits of Company products on the Internet and on search engines in appropriate categories.
- e. BPs may not use language that is sexually explicit, threatening, pornographic, violent or otherwise prohibited.
- f. In no way should any independent website or link give the impression of being the official website of the Company, rather than that of a Company BP. All Internet advertising must clearly report that the ad is placed by a "BP" of the Company.
- g. BPs may use words from approved Company advertising as "key words" for the purpose of having communications found by search engines.
- h. With the exception of the BP's authorized hosted Company website, the use of the Company name within a URL address/domain name, directory, file name, e-mail address, or any derivative thereof, is not permitted (by way of example, but not limited to the varying derivatives of the name of the Company that use the Company name in the URL or domain name. Company BPs may not use any domain name or email address that includes any reference, whether abbreviated or not, to the Company name, products or services, except in connection with the Company BP's authorized replicated Company website.
- i. Company BPs may not publish, post, or distribute any material on their websites or in conversation or postings on the Internet, including blogs and social networking in connection with the Company that is defamatory, libelous, disparaging, threatening, offensive, harassing, abusive, obscene, pornographic, in violation of applicable law or that inhibits others from enjoying the Company's main website or the Company BPs' websites.
- j. Determination of whether a link is objectionable is solely at the discretion of the Company.
- k. BPs may not use tactics such as "cloaking" or other deceptive means on the BPs' web pages (For example: Cloaking in Google terms means designing a website so that search engines see one thing and visitors see another.)
- l. As a practical matter, Company BPs should make sure that any advertising through digital media, such as the Internet and email, is fully compliant with Company policies and procedures, Internet Compliance Department and existing laws and regulations.
- m. Company BPs may not sell products over the Internet through independently designed shopping carts or websites that use the names, logos, product or income testimonials, compensation plan or product description(s) of the Company. BPs may send "general mailings" only to BPs in their downline organizations and their direct upline enrolls. Any other bulk use of email is prohibited by the Company and will result in immediate discipline which may result in termination of BP rights and benefits and the loss of BP rights, including sales organizations and compensation. Various kinds of prohibited emails – either bulk or individual – include, but are not limited to the following:

- 1) Totally Unsolicited or Blind Mass Email. Many "lists" that can be purchased for distribution over the Internet have been illicitly compiled and result in completely unsolicited information being sent to uninterested parties. Since the expense is so low to distribute to these lists, they are even more prevalent than bulk-mailings through traditional channels. Any use of a list not specifically approved by the Company or compiled from a legitimate genealogical listing of the emailer's downline organization is subject to immediate discipline.
- 2) Hidden Approval Mass Email. Sites that garner approval by having hidden, discreet or nonprominent "buttons" that are selected by default rather than choice are illegal. For instance, if it is necessary to de-select approval to keep from being added to a list (rather than requesting to be added), the resulting list is illegal. Many supposedly "approved lists" have in fact been gathered illicitly through this means.
- 3) Third Party Approval for Mass Email. Companies that gather approval from inquiries, then sell the lists to third parties where the person giving approval is not informed that a third party will contact them, compile illegal lists. These companies frequently distribute to many third parties who "bury" the user with many emails.
- 4) Legal and Ethical Email Communication. Email is by its nature personal and mutual: An appropriate Company email is a communication in which both parties are interested. Rather than requiring denial to terminate ("If you want your name removed from this list ..."), it requires consent to initiate. Any email communication which violates this premise is potentially illegal and subjects the author to disciplinary review.
- 5) Specifically Illegal Practices: False Reply-To Address. Any attempt to disguise the identity of the emailer will be taken as evidence for the intent of fraud and subject the sender to immediate discipline.
- 6) Linking. No links may be made from a BP website, except as provided or authorized by the Company. Authorized links include:
 - Links made to a Company BP website for the purpose of Company communication, so long as such communication does not violate the terms and conditions of this agreement and such agreements as a Company BP has with the Company.
 - Links from blogs and social networking sites joined for the purpose of networking, marketing, sponsoring, and selling the Company products. The trademarks, names, and identities of the Company are for the exclusive use and licensing of the Company. The purpose of the Company licensing of BP sites is to supervise and control the content by which Company products and opportunity are marketed. Any effort to circumvent this authorization and supervision will be regarded as a violation of the rules and regulations and subject to immediate discipline, and social network and/or participating in the conversations of blogs must conform with these standards.
- n. Lawful use of the Internet. The Company supports all laws and regulations regarding use of the Internet, the Worldwide Web, and all other communication technologies. Any person associated with the Company program found in violation of said rules and regulations, including, but not limited to spamming (unsolicited bulk contact using the Internet), etc., is subject to immediate discipline.

- o. Internet Banner Advertising, etc. Banner advertising is bound by the same policies and procedures affecting other forms of advertising and must conform to general policies and procedures.
- 35. Imprinted Checks.** BPs are not permitted to use the Company trade name or any of its trademarks on their business or personal checking accounts. However, BPs may imprint their business checks as being “Independent BP of WIN Worldwide BV.”
- 36. Imprinted Business Cards or Letterheads.** BPs are not permitted to “create” their own business card or letterhead graphics if the Company trade name and/or trademarks are used. BPs may produce letterhead and business cards ONLY from company-approved logo slicks. Only the approved graphics version and wording are permitted.
- 37. Company Literature.** Only official Company literature may be used in representing WIN products and/or the WIN Compensation Plan. Company literature or intellectual material may not be duplicated or reprinted without prior written permission from the Company unless said literature clearly indicates that it may be reproduced and in no event may be sold for profit.
- 38. Print and Electronic Advertising.** BPs are permitted to advertise in print and electronic media if the material advertised is related only to their specific BP and complies with the Company’s Policies & Procedures. Any and all solicitations must comply with all laws, regulations and codes of practice in force from time to time in the country in which they are made. ‘Electronic’ includes (but is not limited to) multi-media, email, websites, social networking websites, blogs and wikis for both professional and personal use. BPs shall not include the Corporate address, telephone numbers, fax numbers or electronic mail addresses of the Company in any advertising, nor should they include email addresses of any staff members in their advertising distribution lists. (Refer to Rule 49 Internet and Website Policy.)
- 39. Media Interviews.** BPs are prohibited from granting radio, television, newspaper, tabloid or magazine interviews, or using public appearances, public speaking engagements or making any type of statement to the public media to publicize the Company, its products or their individual business except with the express, prior written approval of the Company (see Rule 76 Press Inquiries).
- 40. Endorsements.** BPs may not represent or imply that the Company’s products or programs are approved or endorsed by any international, federal, or state regulatory agency or authority. Likewise, BPs may not allege any endorsements by Company officers or administrators, except as communicated in Company literature and communications.
- 41. Independent Communications.**
 - a. BPs, as independent contractors, are encouraged to distribute official Company information to their respective downlines. The Company encourages the prudent distribution of Company newsletters, training workshops and other organizational programs. In all events, a BP must identify and distinguish between personal communications and the official communications of the Company.
 - b. All BPs have access to the Company’s mail messaging system. All communications sent through the mail messaging system must adhere to the Company’s Ethics, Policies & Procedures. The Company further reserves the right to terminate any user’s access to

the mail messaging system for any conduct, including without limitation, any conduct that violates any local, state, federal, or foreign laws or regulations that the Company, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to the Company or its partners, affiliates, or business contractors, or to other third parties. The Company further reserves the right to terminate any user's access to the mail messaging system for any reason or for no reason at all, in the Company's sole discretion, with or without prior notice.

42. Income Claims. Because income success has many variables, BPs are prohibited from making income claims (both stated and implied) when promoting their businesses. This includes making false or misleading income projections — those based solely on mathematical projections or “ideal projections” of the WIN Compensation Plan — as well as using other people’s “exceptional” earnings as examples. BPs should therefore:

- a. Avoid displaying or showcasing their commission earnings and/or commission statements for the purpose of recruiting potential BPs.
- b. Avoid guaranteeing earnings, or guarantee that the percentages paid to specific ranks are automatic.
- c. Avoid using the term “investment” or any of its derivatives (ie: invest, investor, return on investment) when referring to income opportunities. The Company (as a multi-level marketing company) does not meet the definition of an investment, therefore any use of the term is misleading and incorrect.
- d. Avoid using the term “passive” or any of its derivatives when referring to income opportunities with the Company. Passive is defined by Webster’s New World Dictionary as “of, relating to, or being a business activity in which the investor does not have immediate control over income.”
- e. Use disclaimers like those found in Company materials when advertising earnings potential with the Company program.
- f. Avoid stating or implying that “no selling is required”.
- g. Refrain from advertising company sales figures and projections, or BP enrollment statistics (ie: the number of “millionaires” in the Company) unless those figures have been obtained from official Company literature and use the appropriate disclaimers.
- h. Refrain from implying that BPs get paid for bringing other individuals into the Company. Compensation is based solely on the generation of sales by BPs.
- i. Refrain from implying that purchases of products are required for BPs to become associated with the Company.
- j. Avoid rewriting the WIN Compensation Plan to represent their individual interpretation.

43. Product Claims. The Company's nutritional products are designed for augmentation, not replacement. The Company encourages all customers to seek the advice and counsel of nutritional and healthcare professionals before undertaking any changes in diet or when beginning any nutritional program. No medical claim (expressed or implied) is to be made for any Company product by any BP. BPs should therefore:

- a. Avoid making diagnostic, therapeutic or curative medical claims (both stated and implied) for the Company products, remembering that even their own personal experience of nutritional benefits may be interpreted as an “extension of labeling claims” if those experiences are used as a sales device. Accordingly, even if a specific disease is not mentioned, a disease claim can be implied if the identifiable characteristic, sign or symptom of the disease is mentioned.

- b. Confine claims to statements actually made by the company as contained in official Company literature. Any materials which can be viewed as implying that the Company's products can solve a problem in question are unauthorized. The best position is to under-promise and over-deliver.
 - c. Avoid using terms like "doctor approved", "safe" or "patented products."
 - d. Avoid claims that your products are safe and effective, as ALL food products must by law be safe and contain the ingredients as on the label.
 - e. Avoid stating how many kilos per week/month a person has lost. Likewise, do not give the impression that the product alone is responsible for the weight loss but rather "healthier living/lifestyle changes" also played a role.
 - f. Avoid referring to individual the Company products as a "natural alternative" to prescribed medications or drugs of any kind.
 - g. Use disclaimers like those found in the Company magazine when advertising your results with the Company products. Heed the recommended use and warning indications on the Company's products when advertising use of the Company products unless otherwise recommended by a physician. Additionally, BPs are prohibited from making reference to minor use of products which include "Not for use by children under the age of 18" on their labels.
- 44. BP Support.** The Company provides every BP who generates any income as a BP with management and training communications, timely delivery of product and sales materials, and a computer report of sales made in their marketing group for the calendar period in which commissions and overrides are earned and paid.
- 45. Repackaging or Package Altering Prohibited.** BPs are prohibited from altering packages, repackaging products and/or removing the Company product from original containers for resale purposes.
- 46. Recordings.** BPs shall not produce or reproduce for sale any personal or Company produced audio or video taped material detailing the Company opportunity or product presentations, events or speeches, including conference calls. Video and/or audio taping of the Company meetings and conferences are strictly prohibited. Still photography is allowable at the discretion of the meeting host.
- 47. Telephone Answering.** BPs may not answer the telephone by saying "WIN Worldwide," or in any other manner that would lead the caller to believe that he/she has reached the Corporate Office.
- 48. Prohibition of Sales on Unauthorized Internet Sites.** Except with written authorization from the Company, BPs may not sell nor promote Company products on unauthorized internet sites, including, but not limited to auction sites such as eBay, nor internet shopping sites, nor internet malls.
- 49. Internet and Website Policy.** The Company maintains an official corporate website. BPs are allowed to advertise and sell products on the internet through personal self-replicated websites ("WIN Shop websites") created via the Company upon enrollment as a BP. These WIN Shop websites showcase the professionalism and the approved product information from the Company's website. Only these approved WIN Shop websites may be used by BPs to sell WIN

products. BPs wishing to drive traffic to their WIN Shop websites may independently design a landing page that may only use Company names, logos, photos, and trademarks with approved Company language (as represented in the brochures, promotional and training materials of the Company and on the Company website) for the purpose of discussing the Company products and opportunity. BPs may not use "blind" ads on the internet in an effort to sell Company products, services or the Company's compensation plan. Any person using Company names, logos, trademarks, etc. on the internet or any other advertising medium, except as permitted by Company Rules and Regulations, shall be subject to immediate discipline, including termination of BP status.

50. Social Networking. If done correctly and in compliance with Company policies, social networking may be useful in driving traffic to the official Company website and to Company authorized personal replicated websites of BPs. The following rules and guidelines, regarding social networking, are applicable:

- a. The Company encourages BPs to join online forums, discussion groups, blogs, and other forms of Internet communication for the purpose of communicating the benefits of Company products and opportunity. Internet social networking is similar to telephoning, emailing, and other technology-assisted communication: it is not a violation so long as it complies with the general policies and procedures governing claims and contacting. Social networks include such sites as Facebook, LinkedIn, Twitter and so on. Additionally, there are social networks of like-minded persons. You may find social networks by doing a Google search using varying topics.
- b. You must comply with the rules associated with websites and networks. For instance, some sites prohibit the marketing of financial opportunity or the selling of products. On such sites, you may instead choose to share your testimonial of benefits from the technology of the Company; or you may want to talk about how your life is improving. When others in the network hear your testimonial, they will naturally inquire ... and that is the opportunity to send them to your authorized WIN Shop website.
- c. Upon notifying the Company Compliance Department via email for review, you may publish YouTube, Twitter and other communications. You must supply for content review a link to the material you have posted. In the event your material is found to be noncomplying, you will be required to remove it within 24 hours.
- d. If you are on Facebook or other social networking sites, join our "Fans" or comparable pages. Here are some guidelines for you to follow as you use Facebook, or other social networking sites, to grow your business online.
 - 1) Positive Steps to Help Your Business:
 - Post as much as you like to your wall.
 - Comment as much as you like on your photos and links.
 - Post as many links on your page.
 - 2) Activities to Avoid:
 - Do not send more than the allowed friend invites per day or your account may be deactivated.
 - Do not post anything to someone's wall about the Company if they have asked you to stop.
 - Do not send emails with links to anyone you do not know unless they have asked for the link.
 - Do not post more than the allowed times per day to anyone else's walls, as deactivation may occur.

A BP must treat Facebook or any other online forum just like real life but in the virtual space. Your property is your page while other people's pages are their property; and this "ownership" must be respected as if it were the real property of your neighbor. This simple approach will keep you out of trouble with social networking sites and help us maintain the integrity of the Company.

51. BP Agreement. No business may be transacted with the Company unless and until a BP Agreement is submitted, accepted by the Company and in effect (e.g. renewal). Thus, Royalties and Bonuses will not be paid until a completed BP Agreement has been received and accepted by the Company. This agreement may be executed in one or more counterparts, excluding the UK BP Agreement, all of which shall be considered one and the same Agreement and shall become effective when one or more counterparts have been signed.

52. Calendar Period. Royalties, Bonuses and achievement levels are calculated based on a volume month. A calendar period runs from the first day of each volume month through the last day of each volume month, as determined by the Company, in its sole discretion.

53. Royalty and Bonus Payment Date. Payment of commissions and bonuses will be made by the Company via Direct Deposit each calendar month, for products purchased from the Company during the previous volume month, all in accordance with the WIN Compensation Plan.

Commissions and bonuses will be delayed, and possibly forfeited, on any Will Call order remaining at the Company for more than seven (7) calendar days from the date the order was processed.

54. Direct Deposit. All BPs must be enrolled in the Company's Direct Deposit Program in order to receive payment of Royalties and Bonuses. Should the Company be unable to deposit earnings into any BP's account due to inaccurately provided bank information by the BP, the Company will attempt to redeposit these funds, upon notification by the Company's financial institution of such error, to the corrected bank account at a fee of \$25 per retransmission. Should the Company be unable to deposit earnings into any BP's account due to lack of Direct Deposit bank information, the Company will accrue such commissions, interest free, until such time as BP provides said necessary banking information.

Enrollment in the Direct Deposit Program may be obtained by submitting a completed Direct Deposit form to the Company, accompanied by a voided check or savings deposit slip. As funds may be deposited only into those accounts which bear the names of the Company BPs, all voided checks and/or savings deposit slips must be preprinted with the names, addresses and telephone numbers of the BP on record.

Any changes made to the existing information on file require the completion of a Direct Deposit form representing the notarized (or in the presence of a the Company Corporate Representative) signatures of all authorized parties in the BP entity, accompanied by an updated voided check or savings deposit slip as well as any applicable documents required by Rule B-7 Corporations, Partnerships and Trusts and Rule B-8 Assumed Names.

55. Currency Restrictions. Royalties and Bonuses will be paid in the following currencies.

- a. BPs residing in the United States will be paid in U.S. dollars.
- b. BPs residing in the United Kingdom will be paid in pound sterling.

- c. BPs residing in The Netherlands will be paid in Euros.
- d. BPs from all other the Company-approved countries will be paid in the currency of their country; however, only BPs who have given written notification may elect to be paid in U.S. dollars.

56. Stockpiling Discouraged. The success of the Company depends on retail sales to the ultimate consumer; therefore, all forms of stockpiling are discouraged. the Company recognizes that BPs may wish to purchase products in reasonable amounts **for their own use and for** the purpose of provisioning new BPs as they are sponsored. However, the Company strictly prohibits the purchase of products in unreasonable amounts solely for the purpose of qualification or advancement in the Compensation Plan. Additionally, the Company strongly discourages its BPs from holding/storing products for other BPs in an effort to avoid potential disputes.

57. Purchase Limitations. WIN maintains a policy and practice whereby WIN shall:

- a. within the first seven days following acceptance by WIN of a BP Agreement, restrict the dollar volume of purchases to be made by a newly approved United Kingdom BP to no more than a total of £200 wholesale cost of WIN products and sales aids, exclusive of verified sales to consumers.
- b. limit a BP's purchase amount to no more than a total of 300 (USD, Euro,) in products and/or sales materials within consecutive volume months when ordering from warehouses not serviced by the BP's country of residence.

58. 70 Percent Rule. As with other leading direct selling companies, the Company has adopted a 70 percent rule. Under this rule, Company BPs may not order additional product unless they have sold or used for personal or family use at least 70 percent of previously purchased inventory-type product. This verification is also intended to support the 70 percent rule policy. Additionally, please note that 70% certification is not necessary for first-time orders, however will be mandatory on all product orders thereafter.

59. 70 Percent Rule Enforcement. The Company has adopted, implemented, maintained and enforced in its distribution system a policy and practice whereby the Company reserves the right to require BPs to provide verification of their compliance of Rule F-4 70 Percent Rule. If verification is requested by the Company, response is not optional and is a condition of these Policies & Procedures. Further, the Company reserves the right to personally contact listed customers and BPs, if applicable, to verify sales reported by the participants.

60. Direct Purchase. All BPs may purchase product directly from the Company.

NOTE: Qualifications must be fulfilled as outlined in the Company's Compensation Plan.

61. Payment Options. The Company only accepts payment on orders from parties listed on the BP as Applicant, Spouse. Purchases may be paid by:

- a. Pin Card Payment
- b. Money order;
- c. Cashier's check;

- d. Bank wire transfer. Product order and copy of bank's wire transfer verification must be faxed to the Company;
- e. MasterCard/VISA. A Credit Card Authorization Form must be on file prior to making a credit card purchase. New Credit Card Authorization Forms submitted to the Company require 24 hours for processing. Because varying discount levels, typographical errors and taxes that may vary by state, county, and city levels, manual calculations may not be as accurate as placing an order on-line. In case of miscalculation, the Company may charge in addition to the total amount listed on the order, up to 10% over to alleviate any discrepancies in the calculations.

NOTE: No orders will be shipped without prior payment.

62. Shipping Costs. It is the ordering BP's sole responsibility to indicate (a) method and means of shipping and (b) destination address. The methods available are stated on each order form and the prepaid costs, if selected, can be calculated according to the applicable percentage of the retail value of the order.

NOTE: Subject to applicable law, should the receiving party of any order refuse delivery and the shipment be returned, the ordering BP's status will be made "inactive" pending resolution of the delivery refusal, and may be grounds for termination.

63. Timely Product and Materials Delivery. Upon clearance of payment, the Company processes for shipment or pick-up the products and materials ordered. If an item is temporarily not available (TNA), the consignee is notified by way of the packing list included with the shipment. Should a TNA occur, the item(s) will be shipped as soon as available and usually within ten (10) days of the date the original order and payment was received. If a shipping discrepancy occurs (not including items that are TNA), the consignee must mail or fax a Shipping Discrepancy Form to the Company within ten (10) business days of delivery. Upon receipt of the form by the Company, a weight analysis will be conducted to verify the discrepancy. Inconclusive data will result in the replacement of the reported missing item(s) at no additional shipping costs.

64. Damaged Goods. The Company will take full responsibility for any damages that occur during the shipment of goods to the BP; provided, however, that the Company reserves the right to inspect such alleged damaged goods at its principal place of business upon their return. If the Company determines the goods to be damaged, then the damaged goods that are returned to the Company within thirty (30) days of the invoice date will be replaced by the Company. However, no product(s) should be returned to the Company before prior approval is sought and received. In order to assure that a replacement will be issued, strict compliance to the following procedures is required:

- a. If the shipment is visibly damaged upon receipt, the consignee must refuse delivery and contact the Company immediately.
- b. If the shipment is found to be damaged after the delivery has been made, the consignee must:
 - 1) Save the damaged product(s) or box(es);
 - 2) Submit a completed Quality Control Form to the Company;

- 3) Obtain a Return Merchandise Authorization (RMA) number. This number will be issued 24 hours after the Company's receipt of the Quality Control Form; and
- 4) Return the damaged goods to the Company. Any goods mailed to the Company must have the RMA number prominently displayed on each shipping carton. Upon receipt of the damaged products, the Company will promptly dispatch a replacement order.

NOTE: A BP's account will be credited for shipping charges incurred only when a postage receipt accompanies the returned shipment. Any product returns received without prior approval will be refused. Furthermore, an unauthorized return may result in the status of that BP to be made "inactive."

65. Retail Pricing; Receipts. Although the Company BPs may sell the Company products at whatever price **the market will bear to their** retail consumers, the Company's advertising policy strictly prohibits BPs from making reference to any price below the company's suggested retail price, in any print or electronic advertising, if it can be seen by anyone other than existing retail consumers. The Company believes that to achieve a long-term increase in sales and to provide a healthy opportunity for all, BPs should not marginalize the interest of their downlines or other independent BPs by advertising deep discounts, which includes:

- a. Advertising discounted and/or free taxes. BPs may negotiate fees for customers, but discounted and/or free taxes may not be advertised. Special offers and incentives can only be communicated between BPs and their existing consumers.
- b. Any advertisements that hold out or state to the public or to any customer, directly or indirectly, that taxes on product or any part thereof will be assumed or below the company's suggested retail price, absorbed by the retailer, or that it will not be added to the selling price of the product(s) sold or that if added, it or any part thereof will be refunded, are absolutely prohibited.

BPs will provide the consumer of all retail purchases of the Company products with a written the Company Retail Sales Order Form.

66. Tax Exemption. It is the BP's responsibility to notify the Company, within 30 days of becoming either a BP or VAT-taxable person, about his/her VAT status.

67. Retail Outlets and Service-Oriented Establishments. Company products or services may only be displayed and sold in retail establishments where the nature of the business is to make appointments with customers (such as salons, doctors' offices, and health clubs where appointments are made for personal training or classes are scheduled) the sale of such products or services within such retail facilities must be conducted by a BP and must be preceded by a discussion where the BP introduces the prospect to the products or services and opportunity just as they would if they had met outside of the retail facility. Company produced literature, banners, or signage only may be displayed on a shelf, counter, or wall and must be displayed by itself. Products or services may not be sold from a shelf or taken from a display for purchase by a customer. Company products or services may not be sold in any retail establishment, even by appointment, if competitive products or services are sold in the establishment. From time to time, the Company may announce policies and rules that expand or contract restrictions on sales in

retail establishments.

- 68. Retail Customer Returns.** The Company offers a 100 percent, unconditional money-back guarantee to all retail customers. Every the Company BP is bound by their BP Application and Agreement Form and the Rules and Regulations to honor this guarantee. If a retail customer is dissatisfied with a the Company product for any reason, then that retail customer may return the product(s) to the BP from whom it was purchased, within 30 days, for either a replacement or a full refund of the purchase price. Please note that this excludes the Company services.

No product(s) should be returned to the Company before prior approval is sought and received. In order to assure that replacement of product will be issued, strict compliance to the following procedures is required:

- a. The BP completes a Retail Customer Return Form (after completing the repurchase transaction or replacement order for the retail customer) and immediately faxes it, along with the original Retail Sales Order Form, to the Corporate Office. A Return Merchandise Authorization (RMA) number will be issued after 72 hours. For BPs with an electronic mail address on file with the Company, the RMA number will be emailed. All others will be notified by telephone.
- b. The unused portion of the product, in its original container, is received by the Company within 10 days of the return date to the BP. Any goods mailed to the Company must have the RMA number prominently displayed on each shipping carton. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested.
- c. Upon receipt of the returned products, the Company will promptly dispatch a replacement order. the Company will pre-pay the cost of shipping the replacement products.

NOTE: The Company will not refund, to any BP, the purchase price of any retail customer returns and no replacement of product will be made if the conditions of this Rule are not met. Any goods received without prior approval will be refused and the shipping charges debited from that BP's account. Furthermore, an unauthorized return may result in the status of that BP to be made "inactive."

- 69. Unsatisfactory Goods.** the Company will replace, within thirty (30) days of the invoice date, any product(s) determined to be unsatisfactory; provided, however, that the Company reserves the right to inspect such alleged unsatisfactory goods at its principal place of business upon their return. However, no products should be returned to the Company before prior approval is sought and received. In order to assure that replacement of product will be issued, strict compliance to the following procedures is required. Additionally, in the event a BP is required to repurchase non-conforming goods from a retail customer, then the following procedures must be followed as well before the Company will replace such non-conforming product:

- a. Submit a completed Quality Control Form, accompanied by proof of payment and a copy of the invoice or packing slip, to the Company stating the reason for the request;
- b. Obtain a Return Merchandise Authorization (RMA) number. This number will be issued 24 hours after the Company's receipt of the Quality Control Form;
- c. Return the unsatisfactory product(s) to the Company. Any goods mailed to the Company must have the RMA number prominently displayed on each shipping

carton. Upon receipt of the unsatisfactory products, the Company will promptly dispatch a replacement order; and

- d. The Company will not replace any product previously certified as sold under the 70% Rule.

Note: A BP's account will be credited for shipping charges incurred only when a postage receipt accompanies the returned shipment. Any product returns received without prior approval will be refused. Furthermore, an unauthorized return may result in the status of that BP to be made "inactive."

70. Resignation Returns. Except where required by applicable law, the Company has the option to not repurchase products. However, all accepted returns by BPs require voluntary resignation as outlined in Rule C-6 Voluntary Resignation.

71. Buyer's Right to Cancel. BPs must comply with all state and international laws regarding repurchase of product. Subject to such laws, as a matter of policy, if a retail customer mails or delivers to a BP a valid notice of cancellation prior to midnight on the third business day after ordering or purchasing the product, the BP must honor it. If the buyer has taken delivery of any goods, they must be returned with the notice in substantially **as good condition as** when delivered. Within ten (10) business days after receiving the notice, the BP must refund all payments made under the life of the contract.

72. Product Return. The BP has the right without penalty within 14 days of entering into this agreement to cancel it with immediate effect by giving written notice to WIN in which case the BP has the right to:

- a) to recover any monies which the BP has paid to or for the benefit of WIN in connection with the BP's participation in the selling system or paid to any other BP in accordance with the provisions of this selling system; and
- b) to return to WIN (at the address of WIN Worldwide BV Product Returns, Kruisweg 583, 2132 NA Hoofddorp, The Netherlands) upon receipt of a Return Merchandise Authorisation (RMA) any goods which the BP has purchased within that period under this selling system and which remain unsold provided that such unsold goods remain in the condition in which they were in at the time of purchase (except their external wrappings may have been broken) and to recover any monies paid in respect of such goods; and
- c) to cancel any services which the BP has ordered within that period within this selling system and to recover any monies paid in respect of such services not yet supplied to the BP.

In order to recover monies paid for goods under paragraph (b) above, the BP must deliver the goods to WIN (upon receipt of a Return Merchandise Authorisation) within 14 days of entering into this agreement to WIN at the address set forth under (b) above. The BP shall bear the cost of such delivery. The monies paid in respect of those goods is payable to the BP on delivery of the goods or forthwith if the goods have not yet been delivered to the BP. WIN will not make a handling charge in respect of goods returned under paragraph (b) above or services cancelled under paragraph (c) above.

If WIN terminated this agreement, or if the BP terminates it after 14 days of entering into it, then the BP has the following rights:

- a) the BP shall be released from all future contractual obligations;
- b) the BP shall have the right to return to WIN any goods which the BP has purchased from WIN within a period of 90 days prior to such termination and which remain unsold and to recover from WIN:
 - i) where the BP has terminated the agreement, the price (inclusive of value added tax) which the BP paid for them less (aa) in case of any goods the condition of which has deteriorated due to an act or default on the BP's part, an amount equal to the diminution in their value resulting from such deterioration; and less (bb) a reasonable handling charge;
 - ii) where WIN has terminated the agreement the price (inclusive of value added tax) which the BP paid for them together with any costs incurred by the BP for returning the goods to WIN;
- c) The amount recoverable by the BP under this Clause is payable by WIN upon delivery of the goods to it or, if the goods are already held by WIN, forthwith; and
- d) If the BP wishes to exercise the BP's rights under this Clause 18 the BP must deliver any goods (not already held by WIN) which the BP wishes to return within 21 days of such termination to WIN at the address set forth under (b) above. The BP shall be reimbursed by WIN for the costs of such delivery.

On termination of this agreement for whatever reason the BP shall be entitled to retain any commission paid to him/her in accordance with this agreement unless the commission was paid in respect of goods returned to WIN.

73. Commission Debits. The Company shall be entitled to repayment of any commission previously paid on a sale of product/service if the product/service purchase is cancelled or reversed or a refund paid for a terminated purchase. The Company shall recover the commission by adjustment on the next month's BP check payment. In the event that no commission is available for adjustment in the following month or a BP is no longer a BP, the BP who has received the commission shall repay the commission paid on the "reversed sale" within 30 days of the Company's notice to repay. The Company reserves the right to institute an action to recover any monies due and owing.

74. Recordkeeping. The Company encourages each BP to keep accurate sales records. The program is based upon retail sales to the ultimate consumers; therefore, all forms of stockpiling or pyramiding are prohibited. Products and services are offered to BPs only for personal consumption and for resale to consumers.

75. Income Claims. No false or misleading income projections, including those based solely on mathematical projections or "ideal projections" of the WIN Compensation Plan, may be made to prospective BPs. A BP of the Company may not represent his/her own incomes as indications of the success assured to others, since income success has many variables.

76. Press Inquiries. BPs may not solicit media attention or respond to media inquiry on behalf of the Company, nor are any BPs authorized to give personal testimonials or product information to the

media, except as authorized by the Company. All media inquiries should be immediately referred to the attention of the “the Company Press Representative” in the Company. Their prompt response to all media inquiries will assure accurate reporting regarding the Company.

- 77. Governmental Endorsement.** Federal and state regulatory agencies do not approve or endorse direct selling programs. Therefore, BPs may not represent or imply, directly or indirectly, that the Company program has been approved or endorsed by any governmental agency.
- 78. Refund Provisions, Training Materials.** All training materials are non-refundable except where required by applicable local law.
- 79. Registration Compliance.** If and when it should occur that the Company, as a Holland entity, is required to register itself in any other locale based on that locale’s requirements, the Company will determine the best means and by which method compliance should occur.
- 80. Product Liability Insurance.** The Company manufacturers certify to the Company that each carry in their country of manufacture \$1 million product liability insurance.
- 81. Amendments.** The Company reserves the right to amend the Policies & Procedures set forth herein, its wholesale or suggested retail prices and Compensation Plan, as it deems appropriate. Amendments will be communicated directly to all BPs through official the Company publications or other means. Amendments are effective and binding on all BPs as of the date of issue.
- 82. Non-Waiver Provision.** No failure of the Company to exercise any power under these Policies & Procedures or to insist upon strict compliance by a BP with any obligation or provision herein, and no custom, practice or course of dealing of the parties at variance with these Policies & Procedures, shall constitute a waiver of the company’s rights to demand exact compliance with these Policies & Procedures. Waiver by the company can be affected only in writing by an authorized officer of the company that expressly waives enforcement of or the exercise of any power under these Policies & Procedures. The company’s waiver of any particular default by a BP shall not affect or impair the company’s rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other BP. Nor shall any delay or omission by the company to exercise any right arising from default affect or impair the company’s rights as to that or any subsequent default.
- 83. Compliance With Governmental Regulations.** In the event any legislation, rule, judgment or order is enacted, adopted or issued which commercially frustrates the Company’s purpose in entering into an BP Agreement or its ability to perform, the Company has the right, and sole discretion, notwithstanding any other provisions of the BP Agreement or these Policies & Procedures, to terminate immediately the relationship between the Company and a BP pursuant to a BP Agreement or to cease to perform or to unilaterally modify that portion of the BP Agreement and these Policies & Procedures which have been so affected.
- 84. Force Majeure.** All BPs understand and acknowledge that the Company shall not be liable for any loss, damage, detention, delay or failure to perform in whole or in part resulting from causes beyond the Company’s control, including but not limited to, fires, strikes, insurrections, riots, acts of terrorism, embargoes, delays in transportation, inability to obtain supplies or requirements or

regulations of any governmental authority or any other civil or military authority.

- 85. Entire Agreement.** These Policies & Procedures, together with the BP Agreement, embody the entire agreement and understanding between the Company and any BP relating to any and all relationships between the Company and any BP, including without limitation, the subject matter hereof, and supersedes all prior agreements and understandings between the Company and any BP, whether oral or in writing, and there are no warranties, representations or other agreements between the parties in connection with their relationship except as specifically and expressly set forth herein or in the BP Agreement.
- 86. No Reliance.** In executing a BP Agreement, each BP expressly represents and warrants and does thereby state and represent that no promises or agreements which are not expressed in the BP Agreement and/or Policies & Procedures have been made to such BP and that each BP expressly disclaims reliance upon any statement or representation of any agent, representative or employee of the Company.
- 87. Construction and Interpretation.** (a) The titles and subtitles of various sections and subsections of these Policies & Procedures are inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of these Policies & Procedures, (b) the language used in these Policies & Procedures shall in all cases be construed simply according to its fair meaning, (c) it is agreed that if any provision of these Policies & Procedures is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.
- 88. Severability.** In the event that any of the provisions of these Policies & Procedures and/or the BP Agreement shall be held to be invalid, illegal or unenforceable, for any reason whatsoever, such invalidity, illegality or unenforceability shall not affect any of the other provisions hereof or in the BP Agreement, and these Policies & Procedures and/or the BP Agreement shall be construed as if such invalid, illegal and unenforceable provision had never been contained therein.
- 89. Reservations of Rights.** The Company expressly reserves any and all rights regarding the formulation and availability of products and services including, but not limited to, the sole and absolute right to modify, reduce, increase or alter the formulation and/or the availability of its products and services. At its sole discretion, the Company may modify, add, or delete services/utilities it offers to its BPs as well as restrict certain services/utilities to BPs on an individual basis. In addition, the Company expressly reserves any and all rights regarding the publication of and representations, if any, contained in any literature released by the Company, the compensation plan offered by the Company and any other decision related to the business opportunity or products and services of the Company. the Company reserves any and all rights related to, directly or indirectly, product types, quantity, formulations, labeling, packaging, prices and market availability.
- 90. Venue; Governing Law.**
- a. The Netherlands. This agreement shall be governed by and in accordance with Dutch law and the parties hereto hereby submit to the exclusive jurisdiction of the Dutch courts.

- b. Belgium. This agreement shall be governed by and in accordance with Dutch law, the laws of Belgium and the parties hereto hereby submit to the exclusive jurisdiction of the Dutch courts.
- c. United Kingdom. This agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto hereby submit to the exclusive jurisdiction of the English courts.

91. No Personal Liability. All covenants, duties, obligations and liabilities of the Company to a BP shall be the sole responsibility of the Company and shall be recourse solely to the Company and its assets. Under no circumstances whatsoever shall any officers, directors, partners (general or limited), shareholders, shareholders of any general or limited partnerships, employees, representatives, attorneys or affiliates of the Company be deemed personally liable under these Policies & Procedures and/or the BP Agreement for any such covenants, duties, obligations or liabilities.

92. Limitation of Liability. All BPs understand and agree that the liability of the Company for any claim whatsoever related to the relationship between the Company and a BP, including any cause of action sounding in contract, tort or strict liability, shall not exceed, and shall be limited to, the amount of unsold the Company product inventory owned by such BP; thus, the sole liability, if any, of the Company shall be to pay the monetary equivalent of such unsold the Company product inventory owned by such BP. Under no circumstances whatsoever shall the Company be liable to any BP for any special, exemplary, incidental, indirect or consequential damages, including costs, revenues or lost profits, resulting from, arising out of, or related to any relationship between the Company and any BP.

93. Non-UCC Application. The BP Agreement does not involve the sale of goods and, as such, any jurisdiction's uniform commercial code (collectively, the "UCC") shall have no application to the BP Agreement and the party's rights thereunder; provided, however, that in the event that a BP chooses to purchase the Company's goods, products and services for resale after execution and acceptance of an BP Agreement, such purchases may be subject to applicable provisions of the UCC.

94. Ethical Conduct. BPs will, at all times, conduct their business in a professional and ethical manner that is supportive to both the Company and other BPs. A BP shall engage in no conduct which negatively impacts, disrupts or impairs the reputation or business of the Company, its products/services or other BPs, including, but not limited to: disparagement of the Company, its officers or employees, its products/services or other BPs; manipulation of the compensation plan or unauthorized manipulation of the placement program or genealogy structures; undermines or is at odds with the training systems utilized by and authorized by the Company; conduct which is abusive, disrespectful, bullying or intimidating of other BPs, customers, employees, or affiliates of the Company; conduct that undermines the relationship between the Company and BPs or relationships between BPs; conduct which disrespects the privacy of other BPs; conduct which is false, fraudulent, dishonest or deceptive in any way; or any other conduct which the Company deems disreputable or, in any way, negatively impacts the Company or other BPs.

95. Transferring of BP Agreement. The Company, in its sole discretion, is authorized to assign the BP contract to any third party.

