

POLICIES AND PROCEDURES

United States

1. WIN Worldwide, hereinafter "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.
2. A BP is one who has completed a Company application and agreement and has been accepted by the Company as a BP. The Company reserves the right to accept or reject anyone as a BP.
3. All BPs must be the age of majority in the state in which they distribute Company products and services.
4. Unless waived in writing by the Company upon application, the Company will consider each married couple 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 husband/wife BP divorce, they should notify the Company as to how the BP position is to be managed thereafter. Otherwise, the Company will recognize the final judicial or adjudicatory disposition of the BP position.
5. BPs are independent marketing representatives of the Company and are not to be considered purchasers of a franchise or a distributorship. The agreement between the Company and its BPs does not create an employer\employee relationship, agency, partnership, or joint venture between the Company and the BPs. Each BP shall hold harmless the Company from any claims, damages or liabilities arising out of BP's business practices. BPs have no authority to bind the Company to any obligation. Each BP is encouraged to set up his\her own hours and to determine his\her own methods of sale, so long as he\she complies with the policies and procedures of the Company.
6. Transaction Submission Integrity. It is essential to the success of the Company, its BPs and customers that submissions of transactions to the Company maintain integrity of communication. It is to be expected that all transactions submissions to the Company, including, but not limited to, BP applications, BP communication, BP financial transactions and consumer transactions, be submitted by the individual or entity involved in the transaction. Third party submission of any and all transactions submissions is prohibited. A BP may not communicate any transactions submissions on behalf of another BP, BP applicant or customer. A BP may not use his or her credit card or bank account on behalf of another individual or BP. This rule is applicable to any and all forms of transactions submissions, including, but not limited to, online, telephone, fax, email, etc.
7. 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.

8. The company's program is built upon retail sales to the ultimate consumer. The company also recognizes that BPs may wish to purchase product or service in reasonable amounts for their own personal or family use. For this reason, a retail sale for bonus purposes shall include sales to nonparticipants, as well as sales to BPs for personal or family use which are not made for purposes of qualification or advancement. It is company policy, however, to strictly prohibit the purchase of product or large quantities of inventory in unreasonable amounts solely for the purpose of qualifying for bonuses or advancement in the marketing program. BPs may not inventory load nor encourage others in the program to load up on inventory. BPs must fulfill published personal and downline retail sales requirements, including requisite retail sales to nonparticipants, as well as supervisory responsibilities, to qualify for bonuses, overrides or advancements.
9. 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.
10. Company Retail/70 Percent Policy. The Company sales and marketing program is based upon retail sales to the ultimate consumer. Every aspect of the program is designed to assist our BPs in the marketing of fine products and services to the general consuming public. As a dual consumer safeguard, of the utmost importance to the Company is the policy that BPs should purchase products and services in commercially reasonable quantities, and under no circumstances may BPs cause others to purchase products or services in amounts that are not reasonably expected to be sold to the consuming public or in unreasonable amounts for personal or family use. In furtherance of these policies, the Company has adopted specific rules on retail sales and retailing referenced as the Company retail/70 percent rules. In the interest of protecting the consumer and the opportunity of its BPs, the Company enforces this rule through a verification program.

Company Retail/70 Percent Rule:

- a. Retail Rule. Although the primary function of the Company is to sell products and services to the general consuming public, the Company realizes that its BPs may wish to purchase product for personal or family use in reasonable amounts. For this reason, the Company defines a retail sale to include sales to nonparticipants, as well as purchases for personal or family use in reasonable amounts, which are not made solely for purposes of qualification or advancement. This is a standard followed by leading direct selling companies. Notwithstanding this policy, the Company, in order to specifically further retail selling, has adopted a requirement that a BP will not be eligible for bonuses or overrides unless he or she has made at least five sales per month to nonparticipant retail customers.
- b. 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.

- c. Retail Sales/70 Percent Rule Audit Verification Program. In its effort to support and enforce the retail sales/70 percent rule, the Company on a quarterly basis will conduct random audit verification follow-ups. The Company's Compliance Department will contact BPs to further verify compliance with the retail sale/70 percent rule. BPs should maintain records and be prepared to assist the Company Compliance Department in its task.
11. Sales Volume Qualification by Order Taking. As with other leading direct selling companies, the Company has adopted minimum personal and group sales volume requirements. With respect to tangible products, which may be offered for purchase for resale, minimum sales volume requirements may also be fulfilled by taking orders from retail customers which will be fulfilled or drop-shipped by the Company directly to the retail customer.
12. All BPs are responsible for paying local, state and federal taxes due on earnings from commissions or any other earnings generated as a seller of Company products and services. The Company will collect sales tax on behalf of the BP, then report and distribute applicable sales taxes to the taxing entity for the state in which the sale is made. BPs may apply for a waiver of this practice by submitting a copy of their sales and use tax number (and a statement that they are wholesale purchasers purchasing for resale) acquired through their local taxing authorities.
13. Company BPs shall not advertise Company products and services and/or marketing plans except as specifically approved by the Company. Company BPs agree to make no false or fraudulent representations about the Company, the products, the Company compensation plan, or income potentials.
14. No purchase or investment is necessary to become a Company BP other than the purchase of, or payment fee for, a sales kit which is sold "at Company cost." (Purchase is optional in North Dakota). This "at cost" sales kit fee covers basic and ongoing sales and marketing materials and support in both written and electronic and online media formats, including product and service updates.

As an extension to the initial "at cost" sales kit, a modest monthly fee may be charged for expanded "at cost" ongoing sales and marketing materials support, including back office accounting review, training updates, replicated website and communication tools to support the sales and marketing process.

15. Trademark, Trade Names, Advertising.
 - a. The name of the Company and other names as may be adopted by the Company are proprietary trade names and trademarks of the Company. As such, these marks are of great value to the Company and are supplied to BP for BP's use only in an expressly authorized manner. BP agrees not to advertise the Company products or services in any way other than the advertising or promotional materials made available to BP by the Company. BP agrees not to use any written, printed, recorded or any other material in advertising, promoting or describing the products or services or the Company marketing program, or in any other manner, any material which has not been copyrighted and supplied by the Company, unless such material has been submitted to the Company and approved in writing by the Company before being disseminated, published or displayed.
 - b. The BP, as an independent contractor, is fully responsible for all of his/her verbal and written statements made regarding the product or service and marketing program which are not expressly contained in writing in the current BP agreement, and advertising or promotional materials supplied directly by the Company. BP agrees to indemnify the Company and hold it

harmless from any and all liability including judgments, civil penalties, refund, attorney fees, court costs or lost business incurred by the Company as a result of BP's unauthorized representations.

- c. The Company will not permit the use of its copyrights, designs, logos, trade names, trademarks, etc. without its prior written permission.
- d. All Company materials, whether printed, on film, produced by sound recording, or on the internet, are copyrighted and may not be reproduced in whole or in part by BPs or any other person except as authorized by the Company. Permission to reproduce any materials will be considered only in extreme circumstances. Therefore, a BP should not anticipate that approval will be granted.
- e. A Company BP may not produce, use or distribute any information relative to the contents, characteristics or properties of Company product or service which has not been provided directly by the Company. This prohibition includes but is not limited to print, audio or video media.
- f. A Company BP may not produce, sell or distribute literature, films or sound recordings which are deceptively similar in nature to those produced, published and provided by the Company for its BPs. Nor may a BP purchase, sell or distribute noncompany materials which imply or suggest that said materials originate from the Company.
- g. Any display ads or institutional or trademark advertising copy, other than covered in the foregoing rules, must be submitted to the Company and approved in writing by the Company prior to publication.
- h. All advertising copy, direct mailing, radio, TV, newspaper and display copy must be approved in writing before being disseminated, published or displayed with the exception of blind ads where no reference is made to the Company name or product name.
- i. No claims as to therapeutic or curative properties about the products may be made except those officially approved in writing by the Company or as contained in the official Company literature. In particular, no BP may make any claim that the Company products are useful in the treatment or cure of any disease. Such statements can be perceived as medical claims. Not only is this totally against Company policy, but it is also against the laws governed by the United States Food and Drug Administration.

16. Recording Policy.

- a. Attendance at Company Events; use authorized in Company media. Company events may be recorded by Company. Images, video and audio of people attending or participating in a Company related event may be used in Company published media in business support materials, and for promotions. By registering and attending a Company related event, you agree to allow Company to use your image, video, audio and personal information in these recordings.
- b. Private Video and Recording of Events Prohibited. Audio, video and cellular recording of Company related events is strictly prohibited as they are governed by an all-rights-reserved copyright policy. In accordance with this policy, Company prohibits any and all personal recordings of any Company related event. This includes all Company related conferences, leadership or team meetings, training sessions, etc. Audio, video, and cellular recordings of Company related events are not permitted; all audio and video recording devices are prohibited on the premises except by the expressed written permission of Company. Any

attempt by unauthorized personnel to record these events may result in the confiscation of and forfeiture of the recording device. No recording devices will be allowed into Company related events, and all bags, briefcases, and backpacks are subject to be searched.

17. 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.
18. Prohibition of Sales on Unauthorized Internet Sites. Except with written authorization from the Company, a BP may not sell nor promote Company products on unauthorized third-party internet sites, including, but not limited to auction sites such as eBay, nor internet shopping sites, nor internet malls.
19. Unsolicited Email. The Company does not permit BPs to send unsolicited commercial email to others unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN SPAM Act.

Any email sent by a BP that promotes the Company, the Company opportunity or Company products and 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 he or she 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 clearly and conspicuously disclose that the message is an advertisement or solicitation.
 - d. The use of deceptive subject lines and/or false header information is prohibited.
 - e. All opt-out requests, whether received by email or regular mail, must be honored. If a BP receives an opt-out request from a recipient of an email, the BP must forward the opt-out request to the Company.
20. Unsolicited Faxes and Spam. Except as provided in this section, BPs may not use or transmit unsolicited faxes, mass email distribution, unsolicited email, or "spamming" or use an automatic telephone dialing system relative to the operation of their Company businesses. Unsolicited broadcast distribution of email or other distribution that may be defined as "bulk mail" or "SPAM" is strictly prohibited. BPs may send "general mailings" only to other BPs in their downline organizations and their direct up-line sponsors. Any other bulk use of email is prohibited.

The term "automatic telephone dialing system" means equipment, which has the capacity to:

- a. Store or produce telephone numbers to be called, using a random or sequential number generator; and
- b. To dial such numbers.

The terms "unsolicited faxes" and "unsolicited email" mean the transmission via telephone facsimile or electronic mail, respectively, of any material or information advertising or promoting the Company, its products, its compensation plan or any other aspect of the Company which is transmitted to any person, except that these terms do not include a fax or email:

- a. To any person with that person's prior express invitation or permission; or
 - b. To any person with whom the BP has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two-way communication between a BP and a person, on the basis of:
 1. An inquiry, application, purchase or transaction by the person regarding products offered by such BP; or
 2. A personal or familial relationship, which relationship has not been previously terminated by either party.
21. Retail 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.
22. Trade Shows. With written authorization from the Company, Company products or services and opportunity may be displayed at trade shows by BPs. Request for participation in trade shows must be received in writing by the Company at least two weeks prior to the show. Written authorization from the Company must be received before participating in the trade show. Unless written authorization is secured from the Company, Company products or services and opportunity are the only products or services and/or opportunity that may be offered in the trade show booth. Only Company produced marketing materials may be displayed or distributed. No BP may sell or promote the Company's products or services or business opportunity at flea markets, swap meets, or garage sales.
23. International Sales. No BP may export or sell directly or indirectly to others who export the Company's products, literature, sales aids or promotional material relating to the Company, its products or services or the Company's program from the United States or its possessions or territories to any other country. BPs who choose to sponsor internationally may do so 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.
24. 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.

25. 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.
26. 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.
27. If the BP has purchased products for inventory purposes or mandatory sales aids while the BP agreement was in effect, all products in a resalable condition then in possession of the BP, which have been purchased within 12 months of cancellation, shall be repurchased. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the Company of the election to cancel. In addition, the Company will honor statutory mandated buyback requirements of every jurisdiction.
28. 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, 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.
29. The Company shall be entitled to change product or service prices at any time and without notice, and to make changes in the statement of policy and procedures.
30. Each BP shall comply with all state and local taxes and regulations governing the sale of Company products or services.
31. Notwithstanding the Company's longer retail customer guarantee policy (a 100% unconditional 30-day, money-back guarantee), all retail sales must comply with the FTC Three-Day Cooling Off Rule which requires statutory language and notice of cancellation on the retail sales receipt. The three-day right of cancellation must be orally explained to the customer and the customer must receive two copies of the notice of cancellation form.
32. 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.

33. On a periodic basis, the Company will supply data processing information and reports to the BP, which will provide information concerning the BP's downline sales organization, product purchases and product mix. The BP agrees that such information is proprietary and confidential to the Company and is transmitted to the BP in confidence. The BP agrees that he or she will not disclose such information to any third party directly or indirectly, nor use the information to compete with the Company directly or indirectly during or after the term of the agreement. The BP and the Company agree that, but for this agreement of confidentiality and nondisclosure, the Company would not provide the above confidential information to the BP. A BP seeking to sell his/her BP position must acknowledge and agree to this provision prior to the finalization of the sale of their BP position.
34. Vendor Confidentiality. The Company's business relationship with its vendors, manufacturers and suppliers is confidential. A BP shall not contact, directly or indirectly, or speak to or communicate with any representative of any supplier or manufacturer of the Company except at a Company sponsored event at which the representative is present at the request of the Company. Violation of this regulation may result in termination and possible claims for damages if the vendor/manufacturer's association is compromised by the BP contact.
35. A BP shall take appropriate steps to safeguard the protection of all private information provided by a consumer, a prospective consumer and/or other BPs.
36. Change in Status. Marriage/Statutory Domestic Partnership: Two Company BPs who marry or enter into a statutory domestic partnership, after having established their own individual BP positions, may continue to operate their existing BP positions, as long as they do not originate from the same line. If they originate from the same line, then the couple has the choice of either selling or resigning from one of their BP positions, at their discretion.

Divorce/Dissolution: 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 12 months.

Death: 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 application/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 notarized or court confirmed copy of appointment as legal representative or conservator.
 - c. Provide notarized or 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.
37. Sale or Transfer. 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 twelve (12) 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.
38. This statement of policies and procedures is incorporated into the BP agreement and constitutes the entire agreement of the parties regarding their business relationship.
39. 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.
40. 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).

41. Individual and Entity Ownership Information.

- a. 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.
- b. An individual shall provide the Company with a Social Security Number or a Taxpayer Identification Number (TIN) on an IRS W-9 form. 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.
 1. Proprietorship: A copy of fictitious name filing must be submitted, plus a W-9 form.
 2. Corporation: Copies of articles of incorporation are required, including the page with state seals and notarization. These articles will show who the principals are and prove validation of Federal ID Number/Business Number/E.I.N, plus a W-9 form.
 3. LLC: IRS acceptance only. The name on the IRS acceptance is required to state the LLC in order to use it as an LLC, plus a W-9 form.
 4. Trust: An affidavit of trust with the notarized copy of the power of attorney is necessary. If Federal ID Number is to be used and is not noted in the affidavit, an IRS acceptance will be required, plus a W-9 form.
 5. Partnership: To register as a partner, complete the partnership portion of the Entity Information form, along with all signatures that apply, plus a W-9 form.

42. 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.

43. Members of Same Household; Responsibility. Members of BP's household may operate together as one Company BP position, but may not become separate Company BPs. Household is defined as husband, wife, and dependents. Note: Children at least 18 years of age are not considered a part of their parents' household.

Company recognizes that members of the same household may belong to competing direct selling opportunities. Although the actions of the parties are normally in good faith, in some circumstances, there is an abuse of relationships in which the non-company household member is engaged in recruitment, solicitation or raiding of the Company sales organization. Since the household member that has an ownership interest in the Company BP position is in the best position to be responsible to prevent raiding or cross-sponsoring activity by their co-household member, the cross-recruiting activity of the non-company household member shall be attributed to the Company BP position, subjecting the BP position to discipline or termination.

44. It is agreed that Company is authorized to use Distributor's name, photograph, personal story and/or likeness in advertising or promotional materials and Distributor waives all claims for remuneration for such use.

45. Disciplinary Actions. 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.

46. 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.

47. 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.

48. All BPs have the right to sponsor others. 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 distributor to join the Company's network program, the distributor must clearly explain the following:
 1. Products: type, performance and quality of each product.
 2. Compensation plan
 3. Policies and Procedures.
 4. Distributor's rights and duties.
 5. Other important items that will affect the judgment of the prospective distributor.
49. 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.
- a. Transfers will generally be approved in three (3) circumstances only:
 1. In the case of unethical sponsoring by the original sponsor. In such cases, the Company will be the final authority.
 2. With the written approval of the immediate Sponsor, First Upline Team Leader or higher, and (3) Upline National Executive Directors.
 3. Resigning from the Company entirely and waiting six (6) months to reapply under the new sponsor.
 - b. 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.

50. To be eligible for monthly override commissions and bonuses, the BP must comply with:

- a. Supervisory responsibility requirements as outlined herein.
- b. 70% rule on resale of wholesale product ordered, and
- c. Retail sales rule.

51. 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.

52. See specific addenda to BP agreement for specific states as to statutory purchasing limitations, buyback rules and other restrictions, disclosures and additional BP rights and responsibilities. In any state with a business opportunity statute, required expenditures during the first six months shall not exceed the statutory amount that initiates applicability of the state business opportunity statute.

The Company maintains and enforces a policy which regulates the establishment, registration, and operation of groups of associated participants, organized as cooperatives, training centers or otherwise linked associations. The Company's policy and practice shall prohibit BPs from soliciting any person to join or become a member of the Michigan cooperative or association of participants without:

- a. Disclosing any applicable terms, conditions, fees and costs involved with such membership;
- b. Disclosing whether such cooperative or association is registered with Company; and
- c. Providing that person with a copy of the Company's guidelines for operation of registered cooperatives.

The Company shall revoke the registration of any Michigan cooperative not in compliance with the Company's policy and practices with respect to Michigan Cooperatives.

53. Income Claims. No income claims, income projections nor income representations may be made to prospective BPs. Obviously, any false, deceptive or misleading claims regarding the opportunity or product/service are prohibited. In their enthusiasm, BPs are occasionally tempted to represent hypothetical income figures based upon the inherent power of network marketing as actual income projections. This is counter-productive, since new BPs may be quickly disappointed if their results are not as extensive or as rapid as a hypothetical model would suggest. The Company believes firmly that the income potential is great enough to be highly attractive in reality without resorting to artificial and unrealistic projections.

54. Representation of Status. In all cases, any reference the BP makes to him/herself must clearly set forth the BP's independent status. For example, if the BP has a business telephone, the telephone may not be listed under the Company's name or in any other manner which does not disclose the independent contractor status of the BP.

55. Tax Reporting Applicable to Non-U.S. Citizen/Residents. If the BP is a non-U.S. citizen/resident, then he/she hereby confirms that he/she is not a citizen or resident of the United States, and is obliged to inform the Company of this status. The BP agrees that, if the BP engages in any activities related to the Company while physically present in the United States, the BP will (1) inform the Company about such activities, (2) submit a completed IRS Form 8233* to the Company if requested by the Company, completed as directed by the Company, for the year in which such activities occur and for each year thereafter, and (3) inform the Company of the aggregate dollar amount of the sales of the BP or the BP's down line that, as reasonably determined by the BP, are attributable to activities that the BP performed while physically present in the United States (including an explanation of how the BP calculated the amount). The BP understands that, if the BP engages in any such activities in any

year, the Company may be required to (1) withhold a portion of each payment to the BP in that year and each subsequent year and (2) report a portion of each payment to the BP to the IRS on IRS Form 1042 and report the same to the BP on IRS Form 1042-S.

*** IRS Form 8233 is applicable for distributors in certain countries that are parties to a U.S. tax treaty.**

56. Judgment and Tax Liens. The Company will comply fully with any court order or instruction/demand by any government taxing authorities within the United States and Canada that orders, instructs or demands the withholding of a BP's earnings from his/her BP position with the Company.
57. Subpoenas Duces Tecum (Demands for Records). Assuming proper jurisdiction, the Company will comply with all subpoenas duces tecum demanding financial compensation records of a BP in his/her capacity as an independent contractor with the Company.
58. Requests for Records. The Company will comply fully with all requests for records accompanied by a properly prepared and signed authorization by the person whose records are being sought. The Company will comply fully with all requests for records by government agencies with the authority to request such records and accompanied by the requisite legal documentation.
59. Newspaper Advertisements. Some BPs use classified advertising in the newspapers to find prospects. The following rules apply:
- a. No advertisement may imply that a "job" or "position" is available.
 - b. No specific income can be promised.
 - c. Advertisements must contain no misleading facts or distortions of the Company opportunity or product line.
60. Business Cards and Stationery. BPs are not permitted to "create" their own business card or letterhead graphics if the Company trade name and/or trademarks are used. Only the approved Company graphics version and wording are permitted. Any printed materials, including business cards and stationery, must properly set forth the independent status of the BP.
61. Telemarketing Techniques. The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although the Company does not consider BPs to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, BPs must not engage in telemarketing in the operation of their Company businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Company product or service, or to recruit them for the Company opportunity. "Cold calls" made to prospective customers or BPs that promote either Company products or services or the Company opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or BP (a "prospect") is permissible under the following situations:

- a. You may call family members, personal friends, and acquaintances. Bear in mind, however, that if you make a habit of "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional

basis only and not make this a routine practice.

- b. The prospect's personal inquiry or application regarding a product or service offered by the BP, within the three (3) months immediately preceding the date of such a meeting.
 - c. If the BP has an established business relationship with the prospect. An "established business relationship" is a relationship between a BP and a prospect based on the prospect's purchase, rental or lease of goods or services from the BP, or a financial transaction between the prospect and the BP within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
 - d. If the BP receives written and signed permission from the prospect authorizing the BP to call. The authorization must specify the telephone number(s) which the BP is authorized to call.
 - e. In addition, BPs shall not use automatic telephone dialing systems relative to the operation of their Company businesses. The term "automatic telephone dialing system" means equipment which has the capacity to (a) store or produce telephone numbers to be called, using a random or sequential number generator, and (b) to dial such numbers.
62. Press Inquiries. Any inquiries by the media are to be referred immediately to the Company. This policy is to assure accuracy and consistent public image.
63. 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.

64. 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.

65. Federal and state regulatory agencies rarely approve or endorse direct selling programs. Therefore, BPs may not represent that the Company's program has been approved or endorsed by any governmental agency.

66. Indemnification and Hold Harmless. The BP hereby indemnifies and releases Company, its officers, directors, agents and assigns and holds harmless from and against the full amount of any and all claims, causes of action, judicial and administrative proceedings suits, charges, liabilities, losses, damages, costs and expenses, including without limitation court costs and reasonable fees and expenses of attorneys and consultants, which are or may be made, filed or assessed against Company at any time arising out of BP's business operations and representations made by BP in the operation of his/her business, arising from the following:

- a. Violation and/or lack of compliance with terms of the BP agreement, policies and procedures, rules and regulations, marketing program manual or guidelines or any other directive from the Company as to method and manner of operation of the BP business;
- b. Engaging in any conduct not authorized by the Company in the Company market program;
- c. Any fraud, negligence or willful misconduct in the operation of the BP business;
- d. Misrepresentation or unauthorized representation regarding the Company's product or service, marketing opportunity or potential or the Company's marketing program;
- e. Failure to adhere to any federal, state or local law, regulation, ordinance and/or any order or rule issue by any court of appropriate jurisdiction;
- f. Engaging in any action which exceeds the scope of authority to the BP as granted by the Company;
- g. Engaging in any activity over which Company has no effective control as to the actions of the BP.

h. Engaging in the general business operations of BP's business.

67. Waiver. The Company never gives up its right to insist on compliance with these rules or with the applicable laws governing the conduct of a business. This is true in all cases, both specifically expressed and implied, unless an officer of the Company who is authorized to bind the Company in contracts or agreements specifies in writing that the Company waives any of these provisions. In addition, any time the Company gives permission for a breach of the rules, that permission does not extend to future breaches. This provision deals with the concept of "waiver," and the parties agree that the Company does not waive any of its rights under any circumstances short of the written confirmation alluded to above.
68. Governing Law. These rules are reasonably related to the laws of the state of Texas and shall be governed in all respects thereby. The parties agree that jurisdiction and venue shall lie with the place of acceptance of the BP application, the state of Texas.
69. Partial Validity. Should any portion of these Rules and Regulations, of the BP's application and agreement, or of any other instruments referred to herein or issued by the Company be declared invalid by a court of competent jurisdiction, the balance of such rules, applications, or instruments shall remain in full force and effect.