

# Whole Wellness Club's Policies and Agreements:

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## PAY PLAN TERMS

1. \$40 of personal volume generated any time during the calendar month is required to be qualified to receive commissions on the first 2 levels for that month. \$100 of personal volume is required for the 3rd and 4th level commissions. Personal volume is usually generated from your own personal purchases. It can also be generated from 50% of the commissionable volume of the purchases of your preferred customers during the previous month. If you have enough preferred customer volume, you can do this business with no money out of your own pocket.

2. The company will pay 10% on each of 6 levels each month based on the following qualifications:

- **Levels 1-2:** You must have \$40 of personal volume as per item 1 above
- **Level 3-4:** You must have \$100 of personal volume as per item 1 above
- **Level 5:** In addition to \$100 of personal volume, you must have at least 3 personally sponsored qualified distributors on your first level  
You must also have at least 12 within your first two levels -- no more than 6 from one leg.
- **Level 6:** In addition to \$100 of personal volume, you must have at least 5 personally sponsored qualified distributors on your first level  
You must also have at least 20 within your first two levels -- no more than 10 from one leg

The definition of "qualified distributor" is someone who generates \$40 of personal volume during a given month.

**3. Full Compression:** If a distributor does not generate at least \$40 of personal commissionable volume during a given calendar month, then the distributor will be compressed out of the commission statement for that month. Any distributors on their first level will be compressed up one level. This compression begins from the top all the way to the bottom of the entire company organization.

**4. Automatic Status Change:** If a distributor does not generate any personal commissionable volume, earn any commissions or generate any invoices either with Whole Wellness Club or Global One-Up during a 120 day period, then their status is changed from that of a distributor to that of a preferred customer.

### 5. Preferred Customer Volume:

**When you are a distributor:** The company will pay 20% commission to the sponsoring distributor on all personally sponsored preferred customer volume on the first of the following month. We will pay an additional 10% (for a total of 30%) if the distributor has \$100 of personal volume or more. In addition to this, the company will assign half (50%) of the volume of those preferred customers to the sponsor on the first of the following month. That volume will be assigned to the sponsor as the sponsor's own personal volume. The company will pay 10% on that volume on each of 6 levels above the sponsor for the following month according to the commission qualification rules.

There is no personal commissionable volume requirement to get paid 20% on preferred customer purchases.

**When you are a Preferred Customer:** You may refer other preferred customers to earn 20% commission that is only available for product purchases. 10% commission will be assigned to the first upline distributor with \$100 of personal volume on the first of the following month. Half of the volume will be assigned to the first upline distributor on the first of the following month. If the preferred customer changes their status to that of a distributor, then they are eligible for a commission check or a commission card deposit and half of the volume to be assigned to them on the first of the following month.

## EARNINGS AND INCOME DISCLAIMER

The Whole Wellness Club makes every effort to ensure that we accurately represent these products and services and their potential for income. Earning and Income statements made by our company and its customers are estimates of what we think you can possibly earn. There is no guarantee that you will make these levels of income and you accept the risk that the earnings and income statements differ by individual. As with any business, your results may vary, and will be based on your individual capacity, business experience, expertise, and level of desire. There are no guarantees concerning the level of success you may experience. The testimonials and examples used are exceptional results, which do not apply to the average purchaser, and are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's success depends on his or her background, dedication, desire and motivation. There is no assurance that examples of past earnings can be duplicated in the future. The Whole Wellness Club cannot guarantee your future results and/or success. There are some unknown risks in business that we cannot foresee which can reduce results. We are not responsible for your actions. The use of our information, products and services should be based on your own due diligence and you agree that our company is not liable for any success or failure of your business that is directly or indirectly related to the purchase and use of our information, products and services.

## RETURN POLICY

As a **Member** (Preferred Customer or Distributor), you may only return product to the Company within sixty (60) days of purchase, based on the date of your order, in its original sealed and resalable condition only, for a refund. A ten percent (10%) restocking charge is applicable and shipping and handling charges are not refundable. Commissions and/or bonuses, if any, for which the Distributor would have been eligible to receive for the product(s) returned shall be deducted from any amount owed to the Distributor under the company's product return policy. Product(s) must be returned at the expense of the Distributor. Any and all marketing services and/or sales aids including, but not limited to Back-Office System, Auto Responder Sponsoring System, Co-Op Advertising, Auto Responder Leads, Print & Mail Services, post cards, brochures, marketing "flyers," Retail By The Case products, mailing lists or name labels, sample packets, Distributorship Application & Agreement forms, business cards, and/or marketing material are not eligible for a refund under any circumstances once payment is accepted by the Company, or its authorized agent.

To return product for a refund, call our Customer Service Department at (866)549-0267 or 1-503-928-8191 (for Non-USA members) and follow the procedures outlined below:

- You **MUST** call the **Customer Service Dept** and ask for a Return Authorization Number (RA) within the 60-day period to receive a refund.
- Please return product within ten (10) days of the RA issuance to receive your refund (**shipping charges are non-refundable**).
- DO NOT** return the product without an RA number. Write this RA number on the outside of your package so we can properly refund you.
- Please return your item with a copy of the email receipt or Invoice and include your reason for returning.
- Return shipping costs are the responsibility of the customer.

If you have any questions regarding your purchase (including but not limited to Return or Exchange information), please contact Customer Service.

## PRIVACY POLICY

We here at the Whole Wellness Club have created this Privacy Policy in order to demonstrate our firm commitment to privacy. Privacy is of great importance to us. Because we may gather important information from our members, visitors and customers, we have established this Privacy Policy as a means to communicate our information gathering and dissemination practices. Our business is growing and we are entering into new business relationships. Thus, we may need to revise or modify these privacy policies. We will notify you of changes to our Privacy Policy by posting the new policy on our website. For this reason, we recommend that you review our Privacy Policy regularly so that you can stay informed of our practices. By using our services or submitting information that we use in providing our services, you are accepting the practices described in this Privacy Policy and expressly agreeing to accept offers from us. The information we collect includes individual names, company names, and contact information, such as addresses, telephone numbers, e-mail addresses, and IP addresses. We use the information that we collect to provide our services, which commonly involves contacting customers and members to further discuss customer interest in our company, the services that we provide, and to send information regarding our company or partners, such as promotions and events. We may also collect certain information from visitors to and customers of the site, such as Internet addresses. This information is logged to help diagnose technical problems, and to administer our site in order to constantly improve the quality of the services we provide. Whole Wellness Club may also track and

analyze non-identifying and aggregate usage and volume statistical information from our visitors and customers and provide such information to third parties. If you send personal correspondence, such as emails or letters, or if other users or third parties send Whole Wellness Club correspondence about your activities or postings, Whole Wellness Club may collect such information into a file specific to you. We use information in the file that we maintain for you, and other information that we obtain from your use of the services, to resolve disputes, troubleshoot problems, and enforce our customer agreements. We cannot ensure that all of your private communications and other personally identifiable information will never be disclosed in ways not otherwise described in this Privacy Policy. For example, we may be forced to disclose information to the government or third parties under certain circumstances, or third parties may unlawfully intercept or access transmissions or private communications. We can (and you authorize us to) disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose us to legal liability.

## WEB SITE AGREEMENT

The Whole Wellness Club™ Web Site (the "Site") is an online service provided by Whole Wellness Club, LLC, subject to your compliance with the terms and conditions set forth below. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE ACCESSING OR USING THE SITE. BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW and the ZERO TOLERANCE SPAM POLICY AS SET FORTH. THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SITE. Whole Wellness Club MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT ON THE SITE. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SITE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

1. Copyright, Licenses and Idea Submissions. The entire contents of the Site are protected by international copyright and trademark laws. The owner of the copyrights and trademarks is Whole Wellness Club, LLC its affiliates or other third party licensors. YOU MAY NOT MODIFY, COPY, REPRODUCE, REPUBLISH, UPLOAD, POST, TRANSMIT, OR DISTRIBUTE, IN ANY MANNER, THE MATERIAL ON THE SITE, INCLUDING TEXT, GRAPHICS, CODE AND/OR SOFTWARE. You may print and download portions of material from the different areas of the Site solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials. You agree to grant to Whole Wellness Club™ a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products and services) you submit to any public areas of the Site (such as bulletin boards, forums and newsgroups) or by e-mail or by telephone to Whole Wellness Club by all means and in any media now known or hereafter developed. You also grant to Whole Wellness Club the right to use your name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no recourse against the Whole Wellness Club for any alleged or actual infringement or misappropriation of any proprietary right in your communications to Whole Wellness Club.

2. Use of the Site. You understand that, except for information, products or services clearly identified as being supplied by Whole Wellness Club, Whole Wellness Club, LLC does not operate, control or endorse any information, products or services on the Internet in any way. Except for Whole Wellness Club™ - identified information, products or services, all information, products and services offered through the Site or on the Internet generally are offered by third parties, that are not affiliated with Whole Wellness Club™. You also understand that Whole Wellness Club cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE AND THE INTERNET. Whole Wellness Club, LLC PROVIDES THE SITE AND RELATED INFORMATION "AS IS" AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NO INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND Whole Wellness Club SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. Whole Wellness Club DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU UNDERSTAND FURTHER THAT THE PURE NATURE OF THE INTERNET CONTAINS UNEDITED MATERIALS

SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. YOUR ACCESS TO SUCH MATERIALS IS AT YOUR RISK. The Whole Wellness Club HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

LIMITATION OF LIABILITY IN NO EVENT WILL Whole Wellness Club™ BE LIABLE FOR (I) ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THE SERVICE, OR DOWNLOADED FROM THE SERVICE, OR ANY DELAY OF SUCH INFORMATION OR SERVICE. EVEN IF Whole Wellness Club™ OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH THE SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, Whole Wellness Club™ LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. Whole Wellness Club™ makes no representations whatsoever about any other web site which you may access through the Site or which may link to the Site. When you access a non-Whole Wellness Club™ web site, please understand that it is independent from the Whole Wellness Club™ Concept, and that Whole Wellness Club™ has no control over the content on that web site. In addition, a link to a Whole Wellness Club™ system concept web site does not mean that Whole Wellness Club™ or Set You Free Enterprises™ endorses or accepts any responsibility for the content, or the use, of such web site. 3. Indemnification. You agree to indemnify, defend and hold harmless Whole Wellness Club™, their officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or any other person accessing the Service.

4. Third Party Rights. The provisions of paragraphs 2 (Use of the Service), and 3 (Indemnification) are for the benefit of Whole Wellness Club, and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

5. Term; Termination. This Agreement may be terminated by either party without notice at any time for any reason. The provisions of paragraphs 1 (Copyright, Licenses and Idea Submissions), 2 (Use of the Service), 3 (Indemnification), 4 (Third Party Rights) and 6 (Miscellaneous) shall survive any termination of this Agreement.

6. Miscellaneous. This Agreement shall all be governed and construed in accordance with the laws of The United States of America applicable to agreements made and to be performed in The United States of America. You agree that any legal action or proceeding between Whole Wellness Club™ and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in The United States of America . Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Whole Wellness Club™ failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Whole Wellness Club™ may assign its rights and duties under this Agreement to any party at any time without notice to you. Any rights not expressly granted herein are reserved.

## SPAM POLICY

Whole Wellness Club™ has a ZERO tolerance for Spam. All Spam complaints are taken seriously. Spam is considered an unethical form of Internet advertising and is becoming illegal in more and more states. In addition Spamming can incur substantial monetary fines from any of the providers through which Spam is directed because of the time, resources and expense it can incur for business. Spam is a negative form of advertising and is HIGHLY disliked within the Internet community.

An email is SPAM if it has been sent to an address that was not requested from you. You must not send Spam via our service or send Spam that in any way implicates our services by including the company web site domain(s) or any other web site associated with Whole Wellness Club. This includes mentioning a Whole Wellness Club™ email address or URL in any bulk email message, or including any URL that in any way eventually links to a URL that is maintained on a Whole Wellness Club™ server.

### **If you willfully violate our Spam Policy you will:**

- Have your web site terminated immediately without notice.
- Have a MINIMUM of \$1000 claim filed against you in a court of law.
- Be immediately reported to your ISP and any or all of the companies of the business opportunity program(s) you are representing.
- Be reported to additional proper authorities to take action against you such as Spam Cop.
- Be permanently banned from ALL Whole Wellness Club™ systems.

Whole Wellness Club™ reserves the right to determine what constitutes a violation of our Spam Policy. The sole opinion of Whole Wellness Club, LLC is ABSOLUTE in determining any and all spam violations. Should Whole Wellness Club™ service or web sites be disrupted in anyway due to spamming, the responsible party will be charged and billed \$500.00 per hour until service is restored. Applicant may also be subject to legal action if appropriate.

**Definition of Spam** Spam is the sending of unsolicited and unauthorized e-mails or online communications such as but not limited to bulletin boards, user groups or instant messaging services to individuals or businesses who do not know you personally. And who have not agreed or requested to receive your emails. Or have not provided their email address directly to the sender. Or an email sent to a recipient who would not have a reasonable expectation of receiving email from the sender. Spam can be a single email or a bulk mailing.

Posting messages to Usenet or News Group groups that explicitly forbid the posting of commercial solicitations or solicitations not pertaining to their content is Spam.

Buying a list of emails from a third party and individually or bulk emailing them is considered Spam.

Opt-out lists where a person is specifically required to request removal from a mailing list in order to prevent solicitation is Spam.

Hiring a company that is mailing out to a list of people with your opportunity that did not specifically request to receive your information beforehand is considered Spam.

Emailing through an approved DOUBLE Opt-in list provider is NOT considered Spam. Double opt-in means that not only did the people request to be on the list, they verified it by approving the request a second time. The BEST guideline for knowing whether or not an email is Spam is if someone did not specifically request the information then it is SPAM.

**Promoting Your Site on FFA (Free For All) sites is NOT allowed.** FFA sites (Free For All) sites and similar programs have a HIGH RISK of generating Spam complaints because of the nature of that type of program. Advertising on FFA sites is not permitted for promoting any Whole Wellness Club™ web site, related web site and/or services. Any complaints generated from advertising with FFA programs will be treated as Spam.

Free For All Sites are sites with lots of links to peoples' web sites. You are told that if you list your site, you will have your own FFA site where you can send people to post their links. Your link will be replicated to many other sites. You are told that every time someone adds their link, they will get an email telling them about your opportunity.

Then, your link is also on their site, and everyone who adds a link to their site gets an email from you.

This leads to an enormous amount of email going out from you, automatically. Many people who put links on FFA sites don't realize that the tons of email they get is simply a result of posting their link, then they complain of SPAM.

FFA sites are notorious for generating Spam complaints. Marketing Whole Wellness Club on FFA sites is not allowed and will be treated as Spam.

**Policy for using lists obtained from 3rd Parties** In general, many email lists obtained from third parties are culled from internet web sites, domain registrations, and other NON opt-in sources. The use of such lists with our system is prohibited.

There are certain cases when the use of a list obtained from a third party may be acceptable, however. In order for a mailing to a third party list to be acceptable under our unsolicited email policies, the following rules must be adhered to:

1. The email addresses obtained by the third party must be strictly opt-in, and follow all of our policies regarding opt-in email list collection.
2. The third party assembling the email list must make a clear disclosure stating that recipients' addresses ARE provided to others.
3. The third party must be able to provide documentation regarding the validity of the addresses in case of an unsolicited email complaint.
4. Any messages sent to addresses obtained from a third party must contain information disclosing the source of the addresses. IF A THIRD PARTY PROHIBITS SUCH DISCLOSURE, THEIR LIST MAY NOT BE USED WITH OUR SYSTEM.
5. The content of messages sent to addresses from a third party list must be consistent with the disclosure made to the recipients upon initial provision of the email address. As a list owner, you are fully

responsible for any third party's adherence to our policies for lists which you obtain and use in our system. Any violation of our policies by third parties will be seen as violations by you, and will subject your account to suspension, termination, and penalty fees accordingly.

# MEMBER AGREEMENT

## Legal Terms of Service

## POLICIES & PROCEDURES

### **INTRODUCTION:**

These Policies & Procedures are specifically incorporated by reference into the Member Agreement and have the same effect and force. The Application & Agreement, including the Terms and Conditions set forth on the front and the back thereof, along with these Policies & Procedures, from the Agreement between Whole Wellness Club™, LLC (hereinafter "the Company") and the Member (an independent contractor, hereinafter known as "Member") shall be effective only upon acceptance by the Company and its Member Services Office. These Policies & Procedures have been adopted in order to define the duties, responsibilities, and rights of Members among themselves and with the Company. The purpose is to develop relationships which are conducive to good business practices while maintaining the right of each Member regarding the structure of the Compensation Plan and how it causes your actions to directly and indirectly affect the business of other Members as well as your own.

### **AGREEMENT:**

#### **Member AGREES:**

- 1) Member is of legal age in the state in which he/she resides.
- 2) Member will represent the Company with his/her best efforts to create and maintain an independent marketing company to sell the Company's products.
- 3) Member should have meaningful contact and supply meaningful support to her/his sales organization. This is not a requirement of the contract. It is an encouragement within the contract. The Company acknowledges that most Members are attempting to eventually create secure, walk-away, residual income which will no longer require direct personal involvement in business building activities.
- 4) Applicant is, upon acceptance, an Independent Contractor, called Member, conducting business for her/his own account and not an agent, employee, or franchisee for the Company. The Member further understands that she/he will not be treated as an employee in regard to any laws covering employees, including but not limited to the Federal Insurance Contributions Act (FICA), the Social Security Act, the Federal Unemployment Tax Act, Income Tax withholding at the source, or for any federal or state taxes and local license fees that may become due as a result of activities under this agreement, and as an Independent Contractor shall be responsible for obtaining any licenses required by law.
- 5) Members are independent marketing Members of the Company and are not to be considered purchasers of a franchise. The agreement between the Company and its Members does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Members. Each Member shall hold harmless the Company from any claims, damages or liabilities arising out of Member's business practices. Members have no authority to bind the Company to any obligation. Each Member 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) In the conduct of its business, the Member shall safeguard and promote the reputation of the Company's products and the Company and shall refrain from all conduct which might be harmful to such reputation of the Company or to the marketing of such products or inconsistent with the public interest, and shall avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.
- 7) Member shall be responsible for all taxes legally due to the taxing authority that has jurisdiction in his/her country. The Company will provide a report for each Member at the close of the calendar year stating the amount of commissions and bonuses earned under this agreement.
- 8) Member agrees that the Company will not be liable whatsoever for city, county, state, provincial, district and federal taxes or other fees pertaining to efforts and earnings of the Member.

9) Member is free to sell products and services of other companies. 10) Member shall not sponsor another Company Member into another Direct Sales, Multi-Level Marketing and/or Network Marketing company except for her/his personally sponsored Members. In addition, no Member shall participate in any action that causes another Member to be sponsored/recruited through someone else into another company. The only exception to this, is if the action is public and is directed at a public audience, such as hosting a conference call for another company. In such an instance, a Member is not deliberately attempting to cause another member of our company to be sponsored/recruited into another company. Member agrees that an expense of time and money is made when a sponsoring occurs which forms an enforceable business relationship between two Members. The Company has the responsibility to help protect these relationships and cross-sponsoring constitutes grounds for termination. The Company acknowledges that on occasion this term in the agreement may appear to have been breached by the Member, but that upon investigation, the Member may have had a long-standing, prior relationship with another Company Member who is not personally sponsored by the Member in the Company. If the Member sponsors such a Member into another Direct Sales, Multi-Level Marketing and/or Network Marketing company, this term may be deemed not breached by the Member. Judgment in these matters is at the discretion of the Company on a case-by-case basis.

11) Member shall have the right to exercise independent judgment as to the persons from whom to solicit orders for products and whom to sponsor into their network downline organization. The Company shall have the right, at its discretion, to prescribe procedural requirements that will not interfere with the Member's freedom of judgment or action, but which will ensure that orders or applications submitted to the Company will conform to the Company methods of conducting its business.

12) Member will forward all orders for products and Member Applications, together with all authorized money collections (never cash), to the address indicated on the Company order forms and Member Applications.

13) Member will not repackage any tangible Company product in any way. Member will not conceptually repackage any intangible or virtual Company product in any way. This is the Company's intellectual property.

14) Member shall make every reasonable effort before beginning to sell the Company products and sponsoring others to become familiar with the products and their descriptions. Member agrees to use only the Company business and promotional material provided by the Company and will conduct all business operations in strict compliance with all applicable laws and other requirements of any federal, state, county, municipal, or other governmental agency.

15) Member is not guaranteed a specific income. Financial success as a Member can come only from sale of Company products to the end consumer, building her/his own sales organization and training that organization to sell, sponsor, and train.

16) Member understands that financial reward is based on ability, personal effort, and initiative. In discussing the Company Compensation Plan, Member will make no claims as to income potential either written or oral except those prepared by the Company for illustration purposes only.

17) Member shall not make any claims with regard to specific income potential, including, citing as an example, any actual income made by any existing Member. No false or misleading income projections may be made to prospective Members. In their enthusiasm, Members 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 Members 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.

18) Member will not make any claims of any kind pertaining to benefits of the Company's products and services except those given in official Company promotional materials/media.

19) Member shall not represent or imply, directly or indirectly, that the Company program has been approved or endorsed by any governmental agency. Federal and State regulatory agencies do not ever approve or endorse any marketing company, product or programs.

20) Member will indemnify and hold the Company harmless from any and all claims, expenses, costs, causes of action, and damages resulting from or growing out of statements or actions by the Member which are in violation of this agreement.

21) The Member agreement may be canceled at any time and for any reason by a Member notifying the Company in writing of the election to cancel. Such cancellation shall constitute voluntary termination of the Member's right to represent the company and its products or to sponsor other Members.

22) If a Member elects to cancel his/her Member agreement, all rights to bonuses, marketing position and wholesale purchases cease. The voluntarily terminated Member's sales organization shall be transferred to his/her sponsor.

23) If a voluntarily terminated Member has purchased tangible products for inventory purposes or sales aids while the Member agreement was in effect, all unencumbered products in re-sellable condition then in possession of the Member, which have been purchased within thirty days (30) days of cancellation, shall be repurchased. The repurchase shall be at a price of not less than ninety percentage of the original net cost to the participant returning such goods. Net cost shall be value of the products less commissions, bonuses, or other payments made to the Member or another Member for this wholesale volume as it was calculated into the compensation plan.

Any bonuses or commissions already paid to the voluntarily terminated Member together with the value of any promotional prizes awarded to the Member, will be deducted from the refund amount which shall be paid within sixty (60) days.

Prior to returning products, order forms or sales aid/literature items, a Member must obtain a Return Authorization number from the Company by telephoning the Member Services Office. Items must be shipped to the Company's Home Office, freight prepaid by the Member. All returns must be in re-sellable condition and the Return Authorization number must be clearly noted on the box and in a letter enclosed in the shipping package.

24) The voluntarily terminated Member will be eligible to reapply and may choose a new sponsor after six (6) months. A voluntarily terminated Member that reenters the program may not sponsor any of her/his original downline organization.

25) The Member understands that the Company generally does not permit changing of sponsors. Multi-Level Marketing (MLM) is a business of creating relationships. Once a Member is sponsored, the Company believes in maximum protection of that relationship. The only potential exception will be in the case of a Member using unethical means to sponsor someone. Otherwise sponsor changing can only be affected by voluntary termination and waiting six (6) months to rejoin under a new sponsor.

26) When presenting the Company program to others, the Member shall present the program in its entirety, without omission, distortion or misrepresentation.

27) The Company will pay the Member commissions and bonuses on moneys received and accepted by the Company for sale of products to the ultimate consumer (not sales aids) made by the Member and her/his sales organization under the terms of the Company Compensation Plan. Bonuses and increases are based upon sale of products and not upon recruiting other Members.

28) The Company will retain full authority to accept or reject any Application or any order for services or products submitted by the Member. Such refusal is solely within the discretion of the Company. No right of action against the Company will arise because of any such acceptance or refusal.

29) The Company reserves the right, in its sole discretion to amend, revise, institute, alter, or modify changes including but not limited to prices, literature, policies, this agreement, and the Compensation Plan. Any such revisions become effective by posting in the Company provided Members area of the web site, or by letters, or by publication in official Company literature, addressed and posted through the U. S. mail to the Member at her/his last known address. The Member agrees to be bound by these changes and the changes shall become part of this agreement ten days after mailing or web site posting.

30) The Company shall not be responsible for acts beyond its control, including, but not limited to: fire, flood, earthquake, storms, power outages, labor difficulty, equipment failure, supplier problems, or other difficulties that might prevent performance according to this agreement. The Company has made every good faith effort including extensive testing to assure that the Company's custom programmed software functions correctly and accurately. The Member agrees to hold the company harmless for abnormalities that are found in its custom software and once found the Company will make an effort to correct the error to be compliant with our stated business model as soon as possible but not to the level that disrupts current business nor to the extent that the error correction is backdated.

31) The Company assumes no liability for personal injury arising from the use or mishandling of any of the Company products.

32) The Company does not require the Member to sponsor or recruit anyone.

33) The Company's program is built upon retail sales and wholesale sales to the ultimate consumer.

The Company also recognizes that Members may wish to purchase product in reasonable amounts for their own personal or family use. For this reason, a retail sale for bonus purposes shall include sales to non-participants as well as sales to Members 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. Members may not inventory load nor encourage others in the program to load up on inventory.

The 70% Requirement. Each Member commits to personally use, sell, or use in business building at least 70% of every order placed with the Company. Purchasing product solely for the purpose of collecting bonuses is prohibited. No bonuses, commissions or other compensation may be paid to any Member unless it is based in part on the sale of Company products to end users.

34) Members should not make promises about providing prospects or actually placing new Members under a prospect as an inducement to sponsorship. Ultimately each Member is responsible for building his/her own organization. To promise or imply that one Member will build an organization for another as an inducement to sponsorship through advertising support or any means other than training and supervisory assistance is not permitted.

A) The Company reserves the right to terminate this agreement immediately upon receipt of information sufficient to the Company that the Member has violated any term or condition of this agreement or has otherwise acted illegally or unethically. Member loses all right to bonuses and compensation from the date of termination and thereafter.

35) Members shall not make any claim regarding the training or the Compensation Plan which has not been expressed in official Company literature. The Company is responsible only for material printed in company approved literature.

Members are expressly forbidden to imply that additional products or services will be added to the Company's products/services or that enhancements to the Compensation Plan are forthcoming or that specific geographical areas are about to be added to our area of operation.

36) The term of this agreement, with respect to each Member, is for the life span of the Member. Upon the death of the Member, this agreement may be transferred to the beneficiaries of the Member's estate if said beneficiaries agree to the Company's terms and conditions.

#### **RENEWAL OF AGREEMENT:**

Since the term of this agreement is in perpetuity, there is presently no need of renewing the agreement or making payment of any renewal fees. The Company may change this policy at its own discretion.

#### **MEMBER RELATIONSHIPS:**

Each person wanting to become a Member must be sponsored into the program by a Member in good standing. No one may be sponsored by more than one person.

Should a husband/wife Member divorce, they must notify the company in writing, signed and notarized by both parties, indicating how the Member position is to be managed thereafter.

Otherwise, the Company shall consider the person who was originally listed as the applicant to be the surviving Member.

#### **CORPORATIONS, PROPRIETORSHIPS, PARTNERSHIPS & TRUSTS:**

Corporations, Proprietorships, Partnerships and Trusts ("Business Entities") may become Members. However, one individual must be designated as the responsible party for the Company's actions and must sign the Member application. Commission and Bonus checks will be made payable to the Business Entity.

When a Business Entity applies to be a Member, the Member agreement may be submitted in the name of the Business Entity, but must include the name and signature of at least one corporate officer, general partner, or trustee authorized to execute contracts for the Business Entity. In addition, a Corporation/Proprietorship/Partnership/Trust form must be submitted providing the names and social security numbers of all partners or trustees and beneficiaries. These persons may not be individual Members, nor shareholders, principals, partners, trustees or beneficiaries of another Business Entity which is a Member within the Company. This does not apply to active Members who wish to change their status from individual Member or Partnership to a Corporate Membership under their existing sponsor.

The request must be received by the Company by the 15th of the month and approved in order to be effective on the first of the following month.

A person or entity may not apply as a Member using a fictitious or assumed name, except as a business entity. Should it be found or learned that such an Application was accepted by the Company, the Member Application will be considered null and void.

#### **CORPORATE AND PARTNERSHIP GUARANTEE FOR OWNERS:**

Although the Company has offered Members the opportunity to conduct their Member business as corporate, proprietorship, partnership, or trust entities, it is agreed that since the Business Entity is under the control of its owners or principals, the actions of individual owners as they may affect the Company and the Member position are also critical to the Company's business. Therefore, it is agreed that actions of shareholders, officers, directors, partners, principals, trustee beneficiaries, agents or employees, which are in contravention to the Company's policies shall be attributable to the corporate or partnership entity,

#### **RETAIL SALES:**

This clause of the agreement pertains to the sale of tangible products that the Company may offer to Customers who are not Members. The Company Retail Order Forms are required for all sales of tangible products to consumers. These sales carry the Company Retail Sales Warranty and Consumer Protection Statements required by law.

A Member will, as a fiduciary, be responsible for immediate and proper forwarding of all money the Member receives on behalf of the Company. A Member will retain all sales receipts for review by the Company.

#### **SPONSORING:**

The Company neither requires a Member to sponsor nor recruit anyone to participate as a Member in the Company program. Commissions or bonuses earned are not based on sponsoring or recruiting.

**ONE SPONSOR RULE:** A Member may have only one sponsor. Company prohibits transferring from one sponsor to another.

There are two exceptions to the "One Sponsor" rule above.

1st Exception: A Member may have multiple positions, but only within the array of their original genealogy and they can sponsor themselves into those positions.

2nd Exception: A Member may have multiple positions, but only within the array of their original genealogy and they can be sponsored by another member within their original genealogy array but only if they have written permission from the sponsor of their original position.

Note: The Company does not endorse multiple positions as a wise way to build your business. The practice is not prohibited by this agreement, but each member is cautioned to carefully consider maintaining only one position so as to not diminish the effectiveness of your efforts in helping your downline. When you have only one position, all of your efforts are focused there and will benefit all your downline members most effectively. When you create other positions within your original genealogical array, all your efforts do not benefit all of your downline members and you are setting an example for your downline members that they may follow. The Company's goal is for you to succeed and one position is more than enough of a challenge for most people. One position also has a huge income potential. Many times members think they must start a new position to get a fresh start because they see a lot of inactive members in their genealogy. Nothing could be further from the truth. Due to the compression of inactive positions when commission statements are generated, everyone ends up with more active people within their first compressed six levels on pay day than they have in their first uncompressed six levels as displayed in their genealogy. It is your business and the Company wants you to have the freedom to manage it in the way you see fit. We do not prohibit you from creating multiple positions, but we encourage you to weigh all the consequences of doing so.

It is strictly prohibited for a Member to recruit a Member from another Whole Wellness Club downline into their own downline. Any such attempts shall result in termination as a Member.

In the event a prospective Member is sponsored by more than one person, an evaluation will be necessary to determine who has the sponsoring right. The date on the application form will be the first criteria for evaluation. The Company's corporate office will use its best judgment to determine who the sponsor will be. Members must refrain from recruiting a prospect for their own purposes when that prospect is in the company of another Member or who has been brought (or sent) to a meeting,

conference call, or event with the intent of recruiting that prospect as a Member, regardless of whether or not there has been previous knowledge or acquaintance of the prospect by another Member (people rarely attend meetings or events without an invitation). Members have a right to absolute confidence that when they bring or send prospects to an activity, the prospects will be safe from being "cross-recruited" by other Members during the duration of that recruiting activity. A Member has a right to expect that other Members, whether in the same downline organization or not, will fully support their recruiting efforts. It is, however, the responsibility of the recruiting Member to educate their prospects about how Network Marketing and Sponsoring works so that the prospect can act responsibly and appropriately in a recruiting situation. Violation of this paragraph may lead to the termination of the offending Member. A Member may not communicate any messages by any media that may induce other members inside or outside of their downline to break any of the sponsoring rules outlined above.

**CROSS-SPONSORING:**

A Member may sponsor into any other network marketing organization only those Members he/she has personally sponsored into the Company and shall not offer the opportunities or products and services of any other network marketing company to any of the Company's Members, other than those she/he personally sponsored. Exceptions to this are covered in item number 10 above.

**MEETINGS:**

All business presentations and training sessions shall be conducted in strict conformity with corporately produced scripts, slides and printed material. These materials may not be altered or deviated from in any way. They have been developed and refined to insure that prospects have accurate information upon which to base their decision and to assist new Members in learning proven techniques for achieving success within prescribed guidelines. For this reason, any alteration of scripts, slides, printed materials or videos, or any deviation in the prescribed presentation thereof which compromises the integrity and/or intent of the Company program may result in disciplinary action including termination of the offending Member(s).

**TRANSFERRING OR SELLING BUSINESS:**

A Member may assign or transfer his/her business to another person, by sale or bequest upon written consent of the Company. Approval will not be unreasonably withheld so long as there is not adverse impact on the marketing program or other Members. The person to which the business is being assigned or transferred must accept legal responsibility for all terms and conditions of the Member Application and all attachments, in writing. Upon the death or incapacity of the Member, his or her rights to bonuses and marketing position, together with Member responsibilities, shall pass to his or her successors in interest upon written application and approval by the Company. The successor Member must fulfill all responsibilities of the Member.

**ID NUMBER:**

A Member's ID number is generated and assigned by the Company when the Member becomes a Member. This ID number and/or the USERNAME the Member used when becoming a Member, shall become their Company personal identification number.

**ORDERS:**

All orders must be paid for by check, money order, Western Union QuickPay or Quick Collect, or credit card. Credit Card orders will ship immediately upon confirmation of the credit card transaction. If, at its own discretion, the Company accepts a personal check, it must clear the home office bank before any product delivery or shipment is made and commission is paid. A period of ten (10) business days is allowed before any corresponding transaction will be processed to ensure that all funds are collected. All forms of payment are to be made payable to the Company. All orders are accepted through the Company web site.

**SALES AIDS & LITERATURE:**

Although not mandatory, a Member should carry a sufficient inventory of supplies, such as brochures, order forms, and sales aids, when available, to meet the needs of their organization. These items are

noncommissioned and do not carry a discount. Items may be ordered by using the official Company Sales Aid Order Form, when available, in the Members area of the Company web site.

**SHIPPING:**

All sales aids and products must be sent to a street address or PO Box number. Neither general delivery, nor C.O.D. orders will be accepted. EXCEPTION: A few rural areas receive only PO Box and General Delivery and this must be indicated. Shipments are usually made via United States Postal Service (USPS). All shipping and handling costs are the responsibility of the ordering Member.

**LOST SHIPMENTS:**

If you do not receive your order within 45 calendar days from the date the order was placed, we recommend you promptly call Customer Service. When you call, please have the following information available:

Your Member ID Number or Identifying Email Address

Your Order Number

Your Name

Your telephone number

Freight on Board Shipping Point, (FOB Shipping Point) is a term commonly used when shipping goods, to indicate the point at which the responsibility and ownership of the goods transfers from shipper to buyer. Member agrees that the Company's ownership of product and responsibility for shipping the product is transferred to the Member when the Company can show proof that postage or courier cost was paid for and delivery was made to the shipping point at the post office or to the courier.

A copy of the display in the Company's shipping and postage software pasted in an email to the Member or displayed in the Member's back office on the web site shall constitute proof that postage or courier cost was paid for. A delivery confirmation number displayed at [www.usps.com](http://www.usps.com) or a tracking number at a courier's web site shall constitute proof that delivery was made to the shipping point at the post office or courier.

Remedy When a Member has not received a shipment and the Company can show proof that postage or courier cost was paid for and delivery was made to the shipping point at the post office or to the courier there is a reasonable remedy. Clearly the company has met its responsibility. Yet the member has not received the product. The post office or courier will usually not provide satisfaction to the Member. The Company and the Member can share the cost of this remedy. The risk of unsatisfactory delivery exists with every courier so the Company has developed this policy to provide a fair remedy.

In this situation the company will provide re-shipment of the product at a reduced price as per the schedule below. The Member agrees to pay that cost either prior to re-shipment or as a debit against commissions. The Company will choose the payment method for said re-shipment. This will not be a commissionable event. Please contact Customer Service for the cost of re-shipment.

**BACK ORDERS:**

If the Company is temporarily out of stock on an item in your order, you will receive all other items on your in stock and the back ordered products will be shipped when our stock is replenished. Your order will be filled based on the priority of actual date the order was placed.

**DAMAGED SHIPMENTS:**

The Company does not ship damaged product. If the product you receive is damaged:

- A) Accept delivery and WRITE ON DELIVERY RECEIPT THE NUMBER of damaged boxes.
- B) Keep damaged products for future inspection by shipping agent.
- C) Make an appointment with the shipping company to have the damaged products inspected.
- D) File a claim with the shipping company, not the Company, as the responsibility for delivery becomes the shipping company's when they leave the Company's warehouse. For damage discovered after deliverer has left, follow the same procedures as described above, except step A.

**REFUND POLICY:**

As a Member, you may only return product to the Company within sixty (60) days of purchase, based on the order date, in its original sealed and resalable condition only, for a refund. A ten percent (10%) restocking charge is applicable and shipping and handling charges are not refundable. Commissions

and/or bonuses, if any, for which the Distributor would have been eligible to receive for the product(s) returned shall be deducted from any amount owed to the Distributor under the company's product return policy. Product(s) must be returned at the expense of the Distributor. Any and all marketing services and/or sales aids including, but not limited to Back-Office System, Auto Responder Sponsoring System, Co-Op Advertising, Auto Responder Leads, Print & Mail Services, post cards, brochures, marketing "flyers," Retail By The Case products, mailing lists or name labels, sample packets, Distributorship Application & Agreement forms, business cards, and/or marketing material are not eligible for a refund under any circumstances once payment is accepted by the Company, or its authorized agent. In addition, the Company offers the Retail Customer this same Refund Policy through their Members or the Company. Retail Customers are not subject to the ten percent (10%) restocking charge. Each Member is expected to honor the Company Refund Policy in a prompt and courteous manner.

**CHARGEBACKS:**

Member agrees that charging back on their credit card when the US Post Office confirms delivery of product is an act of fraud against the Company. The Company will respond accordingly. Chargebacks are very damaging to the Company's ability to contract favorably with credit card processors. They are unnecessary and the proper way to remedy a disagreement between the Member and the Company regarding a purchase, is to immediately contact Customer Service.

**EXPENSES:**

Any and all expenses arising from their business operations are the sole responsibility of the Member, including, but not limited to legal costs, telephone expenses, advertising, etc. A Member is an Independent Contractor and may not represent by implication or otherwise that she/he is an officer, employee, agent or owner of the Company, and as such cannot bind or contract the Company in any manner.

**TERRITORIES / FRANCHISES:**

Member shall not represent that any exclusive territories or franchises are available under the Company marketing program or that The Member has the authority to grant exclusive rights for the Company products to anyone. There are no exclusive territories.

**COPYRIGHT:**

All Company materials are protected by U.S. Copyright Statutes. All rights are reserved, including the right to alter, revise, and reprint these materials in whole or in part. Reproduction in any form or by any means, electronic or mechanical, including photocopy, recording, or any information storage and retrieval system is not permitted now or in the future without the prior written consent of the owner of this copyright.

Because of this copyright and the technical information required to market the Company opportunity, no one shall have the right to reproduce for personal use or for sale, any marketing materials, literature, logos, recorded Company events, speeches, flyers, videos, brochures or other aids relevant to the Company without prior written consent of the Company. Producing or using unauthorized materials will be grounds for immediate termination (NO EXCEPTIONS).

**TRADEMARKS, TRADENAMES AND ADVERTISING:**

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 Member for Member's use only in an expressly authorized manner. Examples: "Whole Wellness Club", "Peak Enzymes", "With", "Without". Member agrees not to advertise the Company product in any way other than the advertising or promotional materials made available to Member by the Company. Member agrees not to use any written, printed, recorded or any other material in advertising, promoting or describing the product 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.

**IMPORTANT NOTICE:** Member agrees not to advertise for less than the published Company wholesale member price. This may be cause for immediate termination of the agreement. The current wholesale member price for VelociTea is \$40.00 for 8 tea bags and \$10.00 for 2 tea bags. You may not advertise for less than the wholesale member price of any products. Advertising for less than the wholesale member price is not a fair business practice. It allows one member to attract sales from the efforts and advertising of many other members. The damage that results from this both to the other members and the Company is significant. Any member found advertising for less than the wholesale member price will be subject to a fine of not less than \$250 per day depending on the damages assessed. Damage assessment is in the Company's discretion.

Let it be known to members that any non-member (someone who has no contract or agreement with the Company to represent the Company and sell the Company's products) will be pursued legally for all damages. Any member found to be intentionally supplying a non-member or member for the purpose of circumventing the Company's retail advertising policies will be subject to a fine of not less than \$250 per day depending on the damages assessed.

The Member, as an independent contractor, is fully responsible for all of his/her verbal and written statements made regarding the product and marketing program which are not expressly contained in writing in the current Member agreement, and advertising or promotional materials supplied directly by the Company. Member 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 Member's unauthorized representations.

The Company will not permit the use of its copyrights, designs, logos, trade names, trademarks, etc. without its prior written permission.

All Company materials, whether printed, on film, on videotape, or produced by sound recording, are copyrighted and may not be reproduced in whole or in part by Members or any other person except as authorized by the Company. Permission to reproduce any materials will be considered only in extreme circumstances. Therefore, a Member should not anticipate that approval will be granted.

A Company Member may not produce, use or distribute any information relative to the contents, characteristics or properties of Company product which has not been provided directly by the Company, This prohibition includes but is not limited to print, audio or video media.

A Company Member may not sell or distribute literature, films, videotapes or sound recordings which are deceptively similar in nature to those produced, published and provided by the Company for its Members. Nor may a Member purchase, sell or distribute non-company materials that imply or suggest that said materials originate from the Company.

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.

All advertising copy, direct mailing, radio, TV, Internet, 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.

No claims as to the beneficial properties of the products may be made except those officially approved in writing by the Company or as contained in the official Company literature.

The Company reserves the right to approve or disapprove Member's 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 Member, the organization's name and the names of the principals of the organization must appear on the Member application agreement along with a social security number if the Member is a US citizen or federal identification number if the Business Entity is US chartered.

No Member may use the Company's name or any derivation thereof within a business name or in any electronic media network such as E-mail or on the Internet. Failure to comply with this paragraph may lead to termination of the Member.

#### **REPRESENTATION OF STATUS:**

In all cases, any reference the Member makes to him/herself must clearly set forth the Member's independent status. For example, if the Member 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 Member.

**BUSINESS CARDS AND STATIONERY:** Any printed materials, including business cards and stationery, must be approved by the Company in advance. Criteria for approving these materials will include a judgment regarding the quality of the materials as well as properly setting forth the independent status of the Member,

**TELEPHONE SOLICITATION:**

The use of the Company's name or copyrighted materials may not be made with automatic calling devices or "boiler room" operations either to solicit Members or retail customers. The use of these methods in ways that are legal and are the equivalent of the "blind ads" alluded to above cannot be regulated by the Company.

**NO UCE (UNSOLICITED COMMERCIAL EMAIL) OR SPAM:**

It is the strict policy of the Company, that NO Member shall use Unsolicited Commercial Email (UCE), also known as SPAM to promote or build the Member's business. If it is determined that a Member is using UCE, he or she may be terminated immediately. The Member may review the Company's SPAM policy at <http://www.wholewellnessclub.com/spam.html>

**MEDIA CONTACTS:**

To maintain accuracy and the correct Company image, all requests for interviews intended for the media in any form and in any way concerning the Company shall be forwarded to the Company for determination as to whether or not such interview should be granted. Any such determination by the Company shall be final and any action by the Member contrary to such decision shall result in the termination of this agreement, without prior written approval by the company, Members may not solicit coverage or publicity from the media regarding their Company business. Nor may they appear on radio or television to promote their activities. Any violations of this paragraph may lead to termination,

**CONFIDENTIALITY AND NONDISCLOSURE:**

On a periodic basis, the Company will supply data processing information and reports to the Member which will provide information to the Member concerning the Member's downline sales organization, product purchases and product mix. Member agrees that such information is proprietary and confidential to the Company and is transmitted to the Member in confidence. The Member 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. The Member and the Company agree that, but for this agreement of confidentiality and nondisclosure, the Company would not provide the above confidential information to the Member.

Any violation of these confidentiality requirements may lead to the loss of buying privileges, possible suspension and termination from participation in the Compensation Plan, termination of Member status, and the imposition of any and all other remedies to which the Company may be entitled.

**BONUS PAYMENTS:**

A Member is paid commission and/or bonus by the Company for sale of products only after the Company has received moneys for the total amount due the Company. Pay periods are based on sales volume produced and paid for in full. To remain a Member and to continue receiving benefits, the Member must remain in good standing with the Company.

The Company may offset against any bonuses due the Member for any debt or debts due from the Member to the Company arising from cancellations or refunds in his downline, organization or otherwise. The Company may deduct from daily and monthly earnings (commissions or bonuses) any moneys which may be owed by the Member to the Company, specifically including, without limitation, underpayment, postage due, shipping charges, returned check (NSF) charges, and debits accrued from refunds or returned products on which upline or any other bonuses have been paid.

The Company shall be entitled to change product prices at any time and without notice, and to make changes in the statement of policy and procedures.

**BONUS COMPUTATION PERIOD:**

Whole Wellness Club™ has a monthly pay period and is on a 12 months per year basis. The Company, at its discretion, may not upload commissions to the Member's Global Cash Card ATM card on non-

business days for banks. All Member purchases, which have been paid in full with collected funds on the last day of the calendar month must be completed on the automated ecommerce system of the Company web site no later 11:59 p.m. Pacific Standard Time of that day. These commissions will be posted for that month and become available for upload to the Member's Global Cash Card when said commissions are posted in the member's area of the Company web site. The Member is responsible for purchasing a Global Cash Card, activating the card, and accurately submitting the active card's number into the Company's commission system by using the submission or card editing form supplied in the Company's Members area for the Member. The Member is also responsible for logging into the Company provided Members area and making use of the Company's commission payment system to indicate that the Member wants the earned commissions that are available for upload to the Member's card to be uploaded to the card. This system gives the Member control of managing the receipt of earned commissions. The Member will have it within his/her control to have commissions uploaded to his/her card as often as he/she wants. The company will be uploading requested commissions daily with the exception of non-business days or bank holidays where an upload is not possible. Commissions will be paid to the Member based on accepted orders and on cleared funds.

#### **COMMISSION / BONUS CHECK DISPUTES:**

Any questions or disputes about commission calculations pertaining to the Compensation Plan must be raised in writing and submitted to the Member Services Office within two calendar months after the payment date. Date of receipt will be the date of postmark. All disputes must be submitted in writing mailed to Whole Wellness Club, LLC, 503 Lincoln Dr, Sun Prairie, WI 53590, USA

Any overpayment that may have occurred from purchases made between the end of the pay period and the time commissions are calculated will be refunded in the commissions calculated and commission uploads for the next pay period.

To be eligible for override commissions and bonuses, the Member must comply with the terms and conditions set forth in this agreement.

#### **SALES & USE TAXES:**

Sales & Use taxes are levied by many state, county and local governments, based on suggested retail prices of all products and sales aids (including Business Kits) and subject to a sales tax. These taxes are collected by the Company where required and paid to the appropriate agencies.

#### **LAWS:**

The Company recognizing that some laws and/or rules may change from time to time and/or differ from state to state, honors the prevailing law or rule in any state. The changing of a policy and/or procedure does not automatically alter any other policy or procedure that remains in force. The Company does not discriminate in its acceptance of Members because of race, creed, sex, color, or national origin,

#### **VIOLATIONS OF AGREEMENT:**

Violations or infractions of any part of the Member Agreement, these Policies & Procedures or the Compensation Plan, should be reported immediately to the Company indicating all the pertinent facts (date, time, place, names of all persons involved, etc.) A notification must be signed. Anonymous complaints will not be either investigated or retained in Company files. After receiving a signed complaint, the Company will assign a person or persons to investigate the matter and take appropriate action, including termination of the Member, if necessary.

The Company will not permit activity that is unethical. Even though the line between aggressive marketing efforts and unethical behavior can be vague, the Company will intercede when unethical behavior is evident and reserves the right in its sole discretion to determine whether an unethical practice has been committed and the appropriate action to be taken.

The Company reserves the right to terminate any Member at any time for cause, when it is determined that the Member has violated the provisions of the Member 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 Member by mail at the latest address listed with the Company for the Member. In the event of a termination, the terminated Member agrees to immediately cease representing him/herself as a Member of the Company.

**TERMINATION:**

A) When a decision is made to terminate a Membership, the Company will inform the Member in writing that the Membership is terminated immediately, effective as of the date of the written notification. The termination notice will be sent by certified mail to the Member's address on file with the Company.

B) The Member will have 60 days from the date of mailing of the certified letter in which to appeal the termination in writing. The Member's appeal correspondence must be received by the Company within 60 days of the Company's termination letter. If the appeal is not received within the 60-day period, the termination will be automatically deemed final.

C) If a Member files a timely appeal of termination, the Company will review and reconsider the termination, consider any other appropriate action, and notify the Member 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.

**NOTICES:**

Written notices between the Company and its Members are effective as follows: All notices to the Company are effective when received by the Company at its offices. All notices from the Company are considered effective when deposited in the U.S. mail to the Member's last known address. Notices to Members as a group may also be contained in other Company mailings, such as newsletters, etc. The Company trusts that with these guidelines, Members and the Company will act in the best interest of all and conduct their businesses in a manner that reflects the highest standards of honesty, integrity and responsibility toward customers, other Members, the industry and the public, observing the spirit as well as the letter of the law and this agreement.

The parties agree to be bound by the terms of the Member agreement. Waiver of a requirement of signatures on the face of the Member Agreement is agreed to by both the Company and the Member upon application to become a Member from one of the Company's web sites. It is agreed that such web site submission of an application shall have the same force as a signature on the face of the agreement by both parties and will signify acceptance of this agreement by Member and the Company.

**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.

**GOVERNING LAW:**

These rules are reasonably related to the laws of the state of Wisconsin in the United States of America and shall be governed in all respects thereby. The parties agree that jurisdiction and venue shall lie with the place of acceptance of the Member application, the state of Wisconsin.

**PARTIAL VALIDITY:**

Should any portion of these Rules and Regulations, or of the Member'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.