



10. The term of this IBO Agreement is for one year from the date of acceptance. I understand and agree that OWN, in its sole discretion, may amend or revise the IBO Agreement during the one year term of the IBO Agreement, and that I must agree to the amended or revised IBO Agreement to continue as an IBO of OWN.
11. I understand that no IBO is under any obligation to participate in the compensation plan and may cancel at any time, for any reason, with written notice to OWN. Once an IBO notifies OWN of his/her resignation or cancellation, that IBO will immediately cease to accrue any rewards, privileges, rights, benefits, compensation or commissions, and must immediately cease all OWN-related activity. An IBO, if applicable, will be able to return, and OWN will re-purchase, any unopened, unused, good and re-sellable inventory of supplies, sales materials, physical products, etc. at the price paid by the IBO, less shipping/handling and a 10% re-stocking fee, and less any commissions earned as a result of any qualifications attributed to the returned product, for a period of six months from original purchase, or longer if required by law. This clause does not apply to digital or virtual electronic products, services or downloads. IBO will be responsible for any freight charges incurred in returning any unused materials to OWN will not be responsible for lost or damaged materials. OWN at its sole discretion will determine if returned product meets the standards and requirements for buy-back. This clause only applies to IBOs otherwise in good standing and in compliance with this Agreement and all applicable laws, statutes, codes, rules or regulations.
12. As a OWN IBO, I will be an independent contractor responsible for my own business, my own conduct and any expenses or costs of maintaining my independent distributorship. I will not be an employee of OWN. I will not be treated as an employee in regards to any laws covering employees, including but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, or income tax withholding for any federal, state or local tax laws. It is my responsibility to pay self-employment, federal, state, or local taxes of any type as required by law. I am responsible for complying with any federal, state or local laws or regulations that may be applicable to my independent distributorship.
13. I will not promote OWN in conjunction with any other direct sales, network marketing, or multi-level marketing company or opportunity, unless specifically authorized in writing by OWN's current CEO or COO.
14. I will not use OWN trade names, trademarks or copyrighted material in any form, verbal, printed or otherwise, except in promotional or advertising material that has been prepared by OWN or has received prior written approval from OWN.
15. I will not directly or indirectly disparage, discredit or otherwise defame OWN employees, owners, officers or directors, other OWN IBOs and/or any person or entity associated with OWN. This includes any statements, written or oral, on the Internet, on social media or otherwise.
16. I acknowledge that I may only have a financial interest in one IBO position within OWN. I will not, either as an individual, corporation, LLC or other entity, apply for or become a OWN IBO separate from this application. I understand that should I be found to have any financial interest in multiple IBO positions, OWN, at its sole discretion, may terminate or re-assign any of those IBO positions and I will have no recourse against OWN.
17. A married couple should maintain one IBO position between them. However, if both spouses of a married couple desire to each maintain their own IBO position, then they both must be

sponsored by the same sponsor. They cannot sponsor each other or be sponsored by anyone other than the original sponsor. If a married couple each have their own IBO position, then they are each separately required to meet any requirements or qualifications of their respective IBO positions.

18. If I sponsor other IBOs into OWN, I will 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. I will have ongoing contact, communication and leadership supervision with my sales organization, including, but not limited to, telephone contact, e-mail contact, text message contact, training sessions, etc. If OWN requests it, I will be prepared to provide documentation of the satisfaction of my sponsor responsibilities to OWN.
19. I understand that the OWN program is built upon sales to the ultimate consumer. OWN also recognizes that IBOs may wish to purchase product in reasonable amounts for their own personal or family use. A retail sale for bonus purposes shall include sales to non-participants in the compensation plan. The IBO will be responsible for complying with the Retail Compliance Program as instructed from time to time. This includes keeping accurate records, including receipts, for all retail sales. Further, although there may be no specific product purchases required, nor are you required to stock any inventory, you will be asked to certify that you have used, consumed or sold at least 70% of your previous inventory prior to re-ordering. Monthly commissions on your organization and sales bonuses are contingent upon OWN receiving any requested verification in a timely fashion. It is OWN policy 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. IBOs must fulfill, and it is each IBO's responsibility to meet all applicable published personal and downline retail sales requirements, as well as supervisory responsibilities, to qualify for commissions, bonuses, overrides or advancements.
20. I acknowledge and agree that I will never reveal, during or after termination of this Agreement, any confidential OWN data or information to any third party, including, but not limited to, information pertaining to any other OWN IBOs, other than in the furtherance of promoting OWN under this Agreement. I will not attempt to solicit, directly or indirectly, any OWN vendors, associates, employees, consultants or agents into any other venture, company or business relationship. This clause will not apply to individuals that I have personally-sponsored into OWN.
21. I agree that during the time I am an active or inactive OWN IBO and for a period of twelve (12) months following the termination for any reason of this Agreement, I will not, directly or indirectly attempt to encourage, solicit, persuade or otherwise attempt to recruit any other OWN IBO to leave OWN, terminate his/her Agreement with OWN or compete in any way with the business of OWN. Further, during this period, I will not attempt to solicit any OWN employee, agent, vendor or consultant into pursuing any business or opportunity other than OWN business.
22. I acknowledge that as an independent distributor, I am a wholly independent marketing representative who establishes and services wholesale and/or retail customers for OWN products and services. My independent distributorship does not constitute either a purchase of an investment, a franchise, exclusive distributorship or exclusive territory, and absolutely no fees have been or will be required from me or anyone for the right to promote OWN products and services and earn commissions, pursuant to this Agreement. I understand that there may

be a monthly or yearly, non-commissionable, administrative fee for database maintenance and software updating. This Agreement is not intended and shall not be construed to create a relationship of employer-employee, agency, partnership, or joint venture between any person, entity, IBO, sponsor and/or OWN. As an independent contractor, I shall:

- a. Abide by any and all federal, state, county and local laws, rules and/or regulations pertaining to this Agreement and/or the acquisition, receipt, holding, selling, distributing, promoting or advertising of OWN products and services.
- b. At my own expense, make, execute or file all such reports and obtain such licenses or permits applicable to me as may be required by law or regulation with respect to this Agreement and/or the receipt, holding, selling, distributing, promoting or advertising of OWN products and services.
- c. Be solely responsible for declaration and payment of all local, state and federal fees or taxes as may accrue, including, but not limited to, sales taxes, business taxes, income taxes due to Associate activities in connection with this Agreement.
- d. Never attempt to obligate or bind OWN into any contract, agreement or obligation, other than if I have been specifically instructed to do so in writing by OWN.

23. I acknowledge that no purchase or investment is necessary to become a OWN retail customer and neither OWN nor any person or entity has indicated otherwise.
24. I acknowledge that OWN, at its sole discretion, will determine whether qualifications have been met with respect to ranks, commissions, bonuses or compensation.
25. I acknowledge that should I purchase any products or services from OWN, that payment made is solely for that product or service purchase. I understand that I am not making an investment in OWN, I am not purchasing a franchise, territory or security, and this is not a passive income generator. Further, I will never attempt to purchase products or services from OWN with an invalid or improper form of payment.
26. I acknowledge that neither OWN nor any individual or entity has made any claim, guarantee, warranty or assurance that I will earn or achieve any level of success or income as a result of promoting OWN products and services. I understand that any potential commissions, bonuses or earnings that I may be entitled to under the OWN compensation plan are based on the actual sales results of my promotion efforts and are affected by factors such as expertise, training, time spent promoting OWN products and services, etc.
27. I warrant and agree that I will not attempt to manipulate the compensation plan or defraud OWN in any way, including the creation of phantom or invalid IBO positions or business. OWN, at its sole discretion, may terminate or re-assign any IBO or IBO positions determined to have been created to manipulate the compensation plan or increase potential commissions to anyone without valid purpose.
28. I warrant and agree that I will not make any purchase, nor will I cause anyone else to make a purchase of any OWN product or service without valid purpose. Any attempt to manipulate compensation, generate additional, extra or unreasonable compensation, or insincerely achieve a particular rank or bonus shall be considered invalid purposes.
29. I acknowledge and agree that OWN will have the right to reverse, recoup, recover or chargeback any commissions or earnings that I have previously received on business that may have been reversed, credited back, cancelled, charged back or not validly paid for. I further acknowledge and understand that OWN shall have the right, at its sole discretion, to withhold

the payment of any potential commissions or bonuses, pending the verification of the validity of the underlying sale. OWN, at its sole discretion, may determine the validity or invalidity of any given sale or transaction.

30. OWN will investigate potential violations of this Agreement and may take appropriate action, at its sole discretion, up to and including my termination as an IBO, for any violation that cannot be immediately and appropriately corrected. Actions taken may include suspension of an IBO, reversal of commissions, removal of invalid or fraudulent IBOs from a downline, termination of an IBO, or other action reasonably required by OWN to resolve the violation. I understand that OWN has the right to suspend or hold back any unpaid commissions, regardless of date earned, pending the outcome of any investigation and determination of the validity of such commissions.
31. I understand that it is expressly prohibited to entice or encourage anyone to join, transact business, purchase products, sales aids or literature by confusing them, misleading them, pressuring them, making false or misleading income claims, or showing unreasonable hypothetical situations. No false, confusing, misleading or exaggerated claims of any type may be made under any circumstances, even if true.
32. I understand that I cannot insinuate or imply that someone will achieve a specific level of income or success, even if I have previously achieved it. I understand that results achieved by any IBO will be based on many factors, including, but not limited to, expertise, time spent promoting OWN products and services and other factors.
33. This Agreement constitutes the entire agreement between the IBO and OWN and no other additional promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by an authorized representative of OWN or otherwise referenced in this Agreement.
34. I agree to attempt to resolve any dispute under this Agreement in an amicable and reasonable way directly with OWN. If I feel additional actions are necessary, I agree that any claim, dispute and/or legal action surrounding the terms and conditions of this Agreement shall be resolved solely and exclusively by arbitration in accordance with the Federal Arbitration Act and under the rules and auspices of the American Arbitration Association (AAA). Any arbitration shall be held in St. Clair County in the State of Michigan, under the Commercial Arbitration Rules of the AAA and conducted by a single arbiter who is an attorney with knowledge of direct sales. This Agreement shall be governed by the laws of the State of Michigan, excluding those relating to conflicts of law.
35. I agree that there will be no group or class action proceedings of any type against OWN or its officers, directors, employees, consultants or agents for any reason stemming from this Agreement. I agree not to initiate or participate in any group or class action proceeding against OWN, whether in a state or federal court, arbitration or mediation proceeding. I affirmatively waive all rights to become a member of any certified class in any lawsuit or action against OWN. Any arbitration stemming from this IBO Agreement shall be conducted solely between me and OWN. I also agree to keep any arbitration proceedings confidential and agree not to disclose any aspect of any arbitration proceedings except as required by law.
36. I understand that my agreement to arbitrate will survive the termination of this Agreement. I further understand that nothing in this Agreement shall prevent OWN from applying to and obtaining from a court of applicable jurisdiction, a writ of attachment, garnishment, temporary

injunction, preliminary injunction, permanent injunction and/or any other equitable relief available to protect OWN's interest prior to, during or following any arbitration or other proceeding.

37. If any portion of this Agreement is found to be invalid in a particular jurisdiction, the balance of all terms and conditions, policies and procedures, the compensation plan and any rules, regulations or requirements shall remain in full force. Any required exclusions, amendments or modifications made pursuant to this paragraph shall only apply in the jurisdiction where required.
38. I agree that portions of this Agreement and accompanying Policies and Procedures pertaining to disparagement, confidentiality, arbitration, use of the trade names, trademarks, copyrighted material, internet use and/or the sale and distribution of OWN products and services will survive the termination of this Agreement and/or my relationship with OWN.
39. I understand that should I voluntarily terminate my relationship with OWN, assuming I was otherwise in good standing, that I must inform, in writing, to OWN of my decision to resign. The resignation document must include, Name, Customer ID and formal date of resignation, with signature which should be sent to [info@owninternational.com](mailto:info@owninternational.com). I also understand that I must remain inactive and wait a minimum of six months, from the date of resignation letter is received by OWN, before attempting to become an IBO again. If I do ever re-apply to become an IBO, I understand that I would be starting from scratch and have no rights, privileges, benefits, ranks, level or standing that I may have previously achieved or attained. Should I be involuntarily terminated, I understand that I may not ever again become an IBO for OWN, whether as an individual or as part of another entity.
40. I acknowledge that there are no guarantees, warranties or assurances that I can or will earn any amount of income or attain any level of success as an IBO for OWN. I further acknowledge that there are no guarantees, warranties or assurances, express or implied, in connection with any OWN product, service, documents, materials, and/or websites. OWN specifically disclaims all warranties, express or implied, in connection with any products or services, including, without limitation, any implied warranties of merchantability and/or fitness for a particular purpose.
41. I acknowledge that participation in any Autoship or monthly recurring order or subscription is optional, but may be available for convenience or added-value. Should I choose to participate, I authorize OWN to process my credit card on file for the amount I opt for.
42. I authorize OWN to use my name, image, likeness and/or story in any OWN-related materials, advertising, promotion, websites or other media. I understand that I am not entitled to any compensation or remuneration for such use.
43. I authorize OWN or any OWN authorized representative to contact me by e-mail, text message, instant message, fax, telephone or other appropriate device or media, for any purpose or matter relating to my being an IBO for OWN. I understand that should I not wish to be contacted, I must affirmatively opt-out by contacting Distributor Support.
44. I understand that no OWN product or service may be copied, duplicated, reverse engineered, modified, altered, revised or changed in any way by me or on my behalf, other than by written, explicit permission of OWN.
45. I agree that I will not, during the term of this Agreement or for a period of twelve months after its termination, attempt to start or assist in the creation of a company whose intention it is to manufacture, distribute or sell products similar to those sold by OWN.

46. I agree to defend, indemnify and hold OWN harmless, as well as OWN's owners, officers, directors, employees, agents, consultants or any affiliated people or entities, from and against any and all claims, suits, damages, obligations, losses and expenses, including, but not limited to legal fees, arising out of my conduct, the violation of any of these terms and conditions, the violation of any other obligation or agreement that I may be bound by or the violation of any applicable law, regulation or statute.
47. I understand and agree that under no conditions, shall OWN and/or its owners, officers, directors, employees, agents, consultants or any affiliated people or entities be liable to me or any IBO for any claim whatsoever related to this Agreement or the relationship between OWN and IBO for any amount other than the amount of unused products and services that IBO is otherwise entitled to a refund for. In no event shall OWN be liable to any IBO for any incidental, special, exemplary, punitive, indirect or consequential damages.
48. Any notice required in connection with this Agreement may be made by notice to the last known physical address or e-mail address that I have maintained with OWN and I may send notice to OWN at its then current corporate address or at the designated e-mail address for that purpose.
49. OWN's failure to exercise any rights under this Agreement does not constitute a waiver of OWN's rights to insist on compliance with this Agreement.
50. I agree that I may not transfer or assign any rights or privileges granted under this Agreement without the express written consent of OWN at its sole discretion and that there may be a fee involved.
51. This agreement is not in force until accepted by OWN. I warrant that I have no financial interest in, nor will I acquire any financial interest in another OWN distributorship.
52. Under penalty of perjury, I certify that the social security number, tax identification number or applicable taxpayer identification number that I have submitted to OWN for commission reporting purposes is the valid and correct taxpayer identification number applicable to me.
53. Unless I notify OWN otherwise, I certify that I am not subject to backup withholding because I am either (a) exempt from backup withholding; (b) the Internal Revenue Service (IRS) has not notified me that I am subject to backup withholding; (c) the IRS has informed me that I am no longer subject to backup withholding, and I am a U.S. Citizen or other authorized U.S. person.
54. **NOTICE OF RIGHT TO CANCEL: I understand that I may cancel this transaction, without penalty or obligation, within the initial THREE DAYS of my initial purchase, or longer if required by law. I will receive a full refund of products and services purchased during the three day period, less commissions earned. Physical products will be refunded under paragraph 9.**

I unconditionally agree to all terms and conditions contained herein: initials\_\_\_\_\_

UNITED STATES

# **POLICIES & PROCEDURES**

DECEMBER 2018

OWN INTERNATIONAL, LLC (“OWN”) is a direct sales company dedicated to providing quality products and services promoted through your home-based business. We pride ourselves on our integrity in dealing with our independent distributors and customers will continue to do so. We provide a compensation plan based on sales of our products to end-users and those of you who wish to help us promote and sell our products can be rewarded under that plan. OWN does not require, nor do we tolerate “inventory loading” and you will never be forced to make large purchases. All distributors, or Independent Business Owners (IBOs) as we refer to them, must agree to conduct themselves with the utmost honesty and integrity in the promotion of their independent OWN distributorship. This includes abiding by the terms and conditions of the IBO Agreement, the Policies and Procedures listed below and fulfilling the requirements and qualifications of the Compensation Plan as they exist now and as they may be amended from time to time.

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distributorship among heirs and under no circumstances will OWN allow any IBO or IBO Successor to operate in any way other than as normally proscribed under the Agreement or Policies and Procedures.

### **3.12 Expenses**

No IBO is required to spend any specific amount in the operation or promotion of his/her independent business. How much may be appropriate for any IBO to spend on marketing or any other item related to OWN is entirely up to the IBO based on his/her given situation. Unless specifically provided for under these Policies and Procedures or through the OWN Compensation Plan, no IBO is entitled to reimbursement from OWN for any general or administrative costs, fees or expenses or any type generated in the conduct of IBO with respect to OWN or the OWN Agreement.

## **Section 4 Responsibilities of an IBO**

### **4.1 Maintain Accurate Information With OWN**

All IBOs must immediately notify OWN of any changes in the original application information. This includes, but is not limited to, actual address, mailing address, telephone number, e-mail address, etc. This may be done through your back office, in writing or via e-mail. Please allow for up to thirty days for all changes to be fully implemented.

### **4.2 Maintain Communication With Downline**

Any IBO who sponsors another IBO into OWN must perform a bona fide supervisory function to ensure that his or her downline is properly operating his or her OWN business. IBOs must have ongoing contact, communication, and management supervision with the IBOs in their Downline. Examples of such contact and supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic or e-mail, and the accompanying of downline IBOs to opportunity meetings, training sessions, and other OWN functions. Upline IBOs are also responsible to motivate and train new IBOs in OWN product knowledge, effective sales techniques and the Marketing and Compensation Plan. IBOs must monitor the IBOs in their downlines to ensure they do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every IBO should be able to provide documented evidence to the OWN of his or her ongoing fulfillment of the responsibilities of a Sponsor.

### **4.3 Non-Disparagement**

OWN wants to reasonably provide its IBOs with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Distributor Support Department at [owncompliance@owninternational.com](mailto:owncompliance@owninternational.com). Independent Business Owners should not, however, disparage, demean or make negative remarks about OWN, other OWN IBOs or OWN directors, officers, employees or other associated individuals or entities, either verbally, written, online or in social media or other forums.

### **4.4 Reporting Policy Violations**

IBOs who become aware of a policy violation by another IBO should submit written report of the

violation directly to the attention of the OWN Compliance Department so a file can be opened and an investigation conducted. Details of the incidents such as dates, number of occurrences, persons involved and any supporting documentation should be included in the report.

#### **4.5 Company Status**

No IBO may claim or imply that he/she or any other IBO has advantages with or special privileges with OWN. Nor may any IBO imply that they or any other IBO is in any way exempt from the same obligations and requirements of every other OWN IBO.

#### **4.6 Personal Information**

Any IBO who receives personal information from or about prospective IBOs or customers, must take all reasonable steps to maintain its security. You should shred or irreversibly delete the personal information of others once it is no longer required. Personal Information is information that identifies, or permits you to contact, an individual or entity. It includes, but is not limited to a Customer's, potential Customer's, IBO's and prospective IBO's name, address, email address, phone number, credit card information, social security or tax identification number and other information associated with these details.

#### **4.7 Confidential Information**

"Confidential Information" includes, but is not limited to, the identities, contact information, and/or sales information relating to OWN IBOs and/or Customers: (a) that is contained in or derived from any IBO's respective Back-Office; (b) that is derived from any reports issued by OWN to IBOs to assist them in operating and managing their OWN business; and/or (c) to which an IBO would not have access or would not have acquired but for his/her affiliation with OWN. Confidential Information constitutes proprietary business trade secrets belonging exclusively to OWN and is provided to IBOs in strict confidence, solely for the purpose of promoting OWN in accordance with this Agreement. Confidential Information shall not be directly or indirectly disclosed to any third party nor used for any purpose other than for use in fulfilling the IBO Agreement and in building and managing a OWN business. Any violation of this policy shall cause OWN irreparable harm for which there is no adequate remedy at law. The parties further agree that the harm to OWN should IBO disclose confidential information outweighs any harm to the IBO in not disclosing that information such that injunctive relief should be granted to OWN shall be entitled to immediate and permanent equitable relief to prevent further violations of this policy and shall be able to obtain such relief in a court of law, despite the arbitration clause applying to disputes arising out of breach of the Agreement.

#### **4.8 Enrollment, Sponsoring, Placement**

IBOs in good standing may enroll (sponsor) and place others into OWN as a Direct Retail Customer, Preferred Customer or IBO. A prospective customer or IBO has the right to choose his/her sponsor and no IBO may pressure, harass, intimidate or force anyone to buy anything or take any action they do not otherwise wish to take. Further, no IBO may force or require any prospective or new IBO or customer to agree to anything or sign any agreement other than the standard OWN IBO Agreement. No IBO may attempt to sell or promote the products or services of any company, including OWN, to anyone not personally-enrolled by the IBO.





“Stacking” includes: (1) the failure to transmit applications to OWN in a timely manner or the holding of a member agreement in excess of (2) business days after its execution. (2) The manipulation of member agreements for the purpose of maximizing compensation pursuant to the Compensation plan (3) providing financial assistance to members, buying products, or drop shipping through another's account for the purpose of increasing the payout of your sales organization and/or (4) the placing of orders or volume so as to deprive an upline sponsor of commissions or bonuses they should otherwise be entitled to receive.

## **Section 6 Communication and Confidentiality Within OWN**

### **6.1 Downline Activity (Genealogy Reports)**

Downline Activity Reports are available for IBO access and viewing through the secure IBO Back Office. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets and are owned exclusively by OWN will not be responsible for any errors, incorrect or missing information that may be included or excluded from any report. Downline Activity Reports are provided to IBOs in strictest confidence and are made available to IBO for the sole purpose of assisting IBOs in working with their respective Downline Organizations in the development of their OWN business under the IBO Agreement. IBOs should use their Downline Activity Reports to assist, motivate and train their Downline IBO and support their customers. The IBO and OWN acknowledge and agree that, but for this agreement of confidentiality and nondisclosure, OWN would not provide Downline Activity Reports to the IBO. An IBO shall not, on his/her own behalf, or on behalf of any other person or entity:

- 1) Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- 2) Directly or indirectly disclose the password or other access code to his/her Back Office or Downline Activity Report;
- 3) Use the information to compete with OWN or for any purpose other than promoting his/her OWN business;
- 4) Recruit or solicit any IBO, or Retail Customer of OWN listed on any report, or in any manner attempt to influence or induce any IBO or Retail Customer, to alter their business relationship with OWN;
- 5) Use or disclose to any person or entity any information contained in any Downline Activity Report. Upon demand by the Company, any current or former IBO will return the original and all copies of any Downline Activity Reports to the Company; and
- 6) It is a violation of the IBO Agreement and these Policies and Procedures for an IBO or any third party to access any data via reverse engineering, keystroke monitoring, hacking or by any other means.

### **6.2 Communication Opt-in**

IBOs agree that OWN or a party acting on its behalf may contact you by any means available, including, but not limited to a landline or cellular telephone using automated technology (e.g., an auto-dialer or pre-recorded messaging), text messaging or email. You consent and agree to OWN's contacting you in this manner at the address, telephone number(s) or email address that you











with no more than five (5) attendees, including the IBO. Other attendees must be personal acquaintances or acquaintances of personal acquaintances. These meetings must be held in a home or a public establishment but may not be held in a private hotel room. IBOs are prohibited from any other Pre-Market conduct, including, but not limited to soliciting persons who are not prior personal acquaintances, importing, selling or distributing OWN products, placing unapproved ads or distributing promotional material, collecting money or other consideration, etc.

#### **7.20 Telemarketing**

IBOs may not use automated systems, including, but not limited to robo-dialers and computer-assisted devices, nor may they conduct any telephone, fax, computer or other telemarketing activity that does not comply with the Federal Telephone Customer Protection Act or any other federal and/or state laws pertaining to sales and solicitation via electronic devices.

#### **7.21 Spam**

IBOs may not send or transmit unsolicited e-mails or faxes related to OWN via telephone, facsimile, electronic mail or any similar method.

#### **7.22 Third Party Intellectual Property**

IBOs may not use the intellectual property, including the trademarks, trade names, service marks or intellectual property of any third party in any promotional materials or online postings without proper license or authorization of the owner of that intellectual property. When third party intellectual property is used with authorization, it must be properly identified as the property of the third party, and the IBO must adhere to any restrictions and/or conditions that the rightful owner of the intellectual property places on its use.

#### **7.23 Privacy**

An IBO must respect the privacy of others in any posting or promotion. IBOs are prohibited from using the name, likeness, testimonial, story or information relating to any individual or entity unless authorized to do so. IBOs should never engage in gossip, rumors or speculation with respect to people, entities, products or services. It is never permissible under any circumstances to post any false, misleading or unconfirmed information or statements about anyone, anything or any entity in any forum or media.

#### **7.24 Media**

IBOs may not promote OWN or OWN products through interviews with the media, whether audio, video, printed or verbal, regardless of distribution or broadcasting method, whether, private, public, local, national or international, unless specifically authorized in writing by OWN. Media inquiries should immediately be referred to the OWN Marketing Communications Department. Further, unless otherwise authorized, IBOs may not use any form of media or other mass communication or mass advertising to promote OWN or OWN products. This would include, but not be limited to television shows, podcasts, news or promotional pieces on television, radio or the internet, etc.

#### **7.25 Social Media**

OWN maintains a public Facebook page and other public social media forums which it uses to invite

potential customers and distributors to learn more about OWN. These are not intended to be used by IBOs to promote or sell. IBOs may not attempt to use such social media to otherwise promote, sell or advertise. OWN reserves the right at its sole discretion to remove any non-compliant postings or messages from OWN-controlled social media. OWN may also maintain private or closed social media forums for various purposes including education and open forum discussions. If an IBO is invited to join these password protected groups, that IBO may not allow access or otherwise disseminate the information contained or obtained from a private group

### **7.26 Other Internet Use**

IBOs otherwise complying with these Policies and Procedures may use the Internet, social networking sites, blogs, social media and applications and other sites with content based on user participation as a preliminary step to ultimately drive traffic to their OWN replicated website. The goal of such use should not be to close business through those sites, but only to generate interest in finding out more about OWN or OWN products and services through the replicated website or other OWN approved material.

### **7.27 Prohibited Advertising or Promotion**

Under no circumstances may any IBO ever publish, written or verbally, in any media or forum, post, state, distribute or provide any material or information that could be considered offensive sexually explicit, obscene, pornographic, profane, hateful, threatening, harmful, defamatory, libelous, harassing, racist, discriminatory based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability or otherwise. Further, an IBO may never publish graphically violent images, solicit unlawful behavior or engage in attacks on any individual group or entity. It shall be at OWN's sole discretion in determining whether such material is prohibited and the IBO must immediately take down the non-compliant material or face disciplinary action including termination.

### **7.27 Not-For Resale (or NFR Jurisdictions)**

There are certain countries or jurisdiction where residents of that jurisdiction are permitted to import OWN products for personal use only. OWN or OWN products may not otherwise be sold or re-sold in those jurisdictions

### **7.28 Negative Online Posts**

IBOs should not engage or converse online in response to or with respect to negative posts about them. You may report such negative postings to the OWN Compliance Department and if there is anything that can be done, OWN will take appropriate action.

### **7.29 Implied Approval or Endorsement**

An IBO may never state, imply or represent that OWN or OWN products are endorsed, approved or sanctioned by any agency or organization, including, but not limited to the Federal Trade Commission (FTC) or the Food and Drug Administration (FDA). Government regulatory agencies do not approve or endorse any direct selling companies or their products. It is also not permissible to imply the use of or endorsement of OWN products by any non-governmental agency, business, group or celebrity.

## **Section 8 Sales**

### **8.1 Commercial Outlets**

Direct sales are based on personal relationships and OWN strongly encourages the retailing of its products and services through personal contact. Therefore, IBOs may not display or sell OWN products or literature in general retail establishments. IBOs may, however, promote OWN and OWN products through appointment-based establishments such as hair salons, spas or chiropractic offices.

### **8.2 Trade Shows and Exhibitions**

IBOs may display and/or sell OWN products at trade shows or professional expositions. OWN limits this to one IBO per show, so prior, conditional approval must be obtained through the OWN Compliance Department. The Compliance Department will instruct the IBO what is necessary for final approval which will not be unreasonably withheld and will be based on the first fully-completed submission. OWN reserves the right to determine, in its sole discretion, whether a particular trade show or exhibition is inappropriate for displaying any OWN products or material. Swap meets, garage sales, flea markets and similar events are not appropriate venues for the promotion of OWN and its products.

### **8.3 Inventory**

IBOs are not required to carry an inventory of products or sales aids. Those may be purchased as needed to fulfill sales to IBOs or customers. An IBO may wish to carry a certain level of inventory for quicker fulfillment but this is optional and based on an IBO's individual situation. Nothing in this section shall be construed to prevent IBOs from maintaining reasonable product on hand to service their customers. The purchasing of inventory simply to qualify for bonuses or commissions is prohibited and no IBO should do so or encourage others to do so. Inventory levels should not unreasonably exceed amounts that can be used, sold or consumed within one month.

## **Section 9 Bonuses and Commissions**

### **9.1 Qualifications**

An IBO is responsible for legitimately fulfilling all requirements and/or qualifications as stated in the OWN Compensation Plan. Aside from the requirements and qualifications in the Compensation Plan, IBOs must otherwise be in good standing and in compliance with the terms and conditions of the IBO Agreement and all Policies and Procedures. OWN reserves the right in its sole discretion, to change, amend, modify or revise the Compensation Plan as appropriate. Any dispute as to whether a given requirement or qualification was met or achieved by an IBO will be resolved at the sole discretion of OWN.

### **9.2 Check Processing**

If an IBO chooses to receive a paper check, rather than electronic processing of a commission, bonus

or other payment, then a \$2.00 check processing fee will apply. Further, no check will issue until the net amount exceeds \$10.00. Commissions or bonuses lower than \$10.00 will accrue and will not be forfeited so long as an IBO remains active and in good standing.

### **9.3 Replacement Checks**

Any check having to be replaced or reissued through no fault of OWN, shall be subject to a \$35.00 charge.

### **9.4 Adjustments and Clawbacks**

OWN reserves the right to withhold, adjust or deduct commissions or bonuses from any IBO as necessary. This may be due to returned products, cancelled orders, orders with invalid payments, product buybacks, or qualification rollbacks (where a certain level is no longer achieved based on returned, cancelled or invalid orders). Deductions may continue for multiple periods until the full amount is recovered.

### **9.5 Unclaimed Commissions**

Any commission, bonus or other payment shall be void if not used or negotiated within six months from issuance. IBOs are responsible for negotiating any payment within six months. Further, account credits must be used within six months. Payments may be reinstated for valid reason at OWN's sole discretion, but a \$25 charge will apply.

### **9.6 Incentive Trips and Awards**

OWN may, in its sole discretion, provide incentive trips and other awards to qualified IBOs. OWN will determine the guidelines and criteria for such awards. Those awards cannot be deferred, will have no cash value and, if required, OWN will issue a 1099 for the applicable amount. OWN, other than providing the applicable award, will not be responsible for any additional costs, fees or expenses incurred by an IBO with respect to such award. The IBO will indemnify, defend and hold OWN harmless from any claim, injury, loss or damages sustained by IBO or guest of IBO with respect to participation in such trip or award.

### **9.7 “70 Percent Rule”**

OWN does not encourage nor does it require inventory loading or large inventory purchases. Therefore, in order to remain qualified to receive commissions or bonuses, IBOs must certify before placing a product order, that they have used, sold or consumed at least 70 percent of products previously purchased. This rule is not intended to discourage the maintaining of reasonable inventory to best service your retail customers.

### **9.8 Retail Customer Rule**

In order to stay qualified for any commissions or bonuses payable under the OWN Compensation Plan, IBOs must make retail sales, either directly or through OWN, to ten retail customers each month. All IBOs must keep records of such sales and may be subject to audit and verification.

## **Section 10 Product Ordering**

### **10.1 Purchasing Product**

IBOs should purchase products directly from OWN under his/her IBO number. IBOs are not required to purchase any specific amount of product or level or inventory. Any purchases made from other sources are prohibited and the IBO will not receive credit for sales volume associated with that order

### **10.2 General Ordering Policies**

It is the IBO's responsibility to ensure that all orders, through mail, internet, telephone or otherwise, contain valid and proper payment. When there is improper or invalid payment, OWN will make reasonable attempts to obtain valid payment, but if such payment is not received within 5 business days, then the order will not be processed. There are no payment plans, nor are charge-on-delivery, C.O.D. or other deferred payment methods available or accepted.

### **10.3 Shipping and Back Orders**

OWN always makes its best effort to expeditiously ship orders. If, however, an ordered item is out of stock, it will be placed on back order and shipped when received into OWN inventory. OWN will notify IBOs if there will be an unreasonable delay and, if so, IBOs will have the opportunity to cancel or revise the order. Keep in mind that no volume credit will be received, nor will commissions be paid, on cancelled orders.

### **10.4 Shipment Confirmation**

OWN takes pride in achieving the highest level of shipping efficiency and in the rare situations that there is an error in shipping, will take all reasonable steps to resolve the problem. It is the IBO's or recipient's responsibility, however, to confirm that a product shipment matches the shipping invoice and is undamaged. IBOs must immediately notify OWN of any shipping discrepancy or damage, but in no event can notice to OWN exceed more than five business days of delivery of shipment. IBOs who wait longer than five business days to notify OWN will be deemed to have waived the right to any correction of a shipping problem.

### **10.5 Customer Payment**

IBOs should not hold or accept monies from Retail Customers to be held in anticipation of future orders.

### **10.6 Insufficient Funds**

IBOs are responsible for ensuring that there are sufficient funds or credit available in his/her account to cover any monthly Autoship order or subscription. OWN is not obligated to contact IBOs for any scheduled Autoship order or subscription that does not process due to invalid or insufficient payment. Cancelled or unprocessed orders may result in failure to qualify at a given level. OWN reserves the right to charge a fee to cover the re-processing of any order due to invalid payment provided at original time of order.

### **10.7 Third Party Credit Card Use**

IBOs shall not allow other IBOs or Customers to use his/her credit card or other form of payment, nor shall any IBO use or attempt to use another person's credit card or other form of payment.

### **10.8 Sales and Use Tax**

OWN charges and collects applicable sales and use taxes, based on suggested retail price, on purchases made by IBOs or customers and will remit those taxes collected to the respective state taxing authority. IBOs who choose to accept responsibility for their own sales tax collection and remittance may submit a valid Sales Tax Exemption Certificate and Sales Tax Registration License. OWN in its sole discretion will determine whether such tax exemption papers apply to any given order and no sales tax exemption will ever be retroactive.

### **10.9 Chargeback Policy**

Chargeback Policy When OWN receives a chargeback notice, the account in which the service was purchased will be immediately blocked, and all associated services in the account will be terminated **immediately without exception and all pending bonuses will be held**. Clawbacks will be applied to any commissions earned by any qualifying affiliates. **A chargeback is grounds for immediate termination.**

## **Section 11 Product Returns**

### **11.1 Product Guarantee**

OWN offers its retail consumers a 30 day guarantee. Product and marketing materials returned within thirty (30) days after the purchase shall receive a 100% refund of the price actually paid, less shipping and handling costs. Consumers must provide any requested documentation relating to the sale and no refund shall apply to promotional products or samples. IBOs must refund any amounts collected by them and not by OWN.

### **11.2 Inventory Repurchase**

An Independent Business Owner who resigns, which resignation must be in writing, may return product or marketing materials purchased within the last six (6) months prior to resignation, or longer if required by law, that is otherwise in good condition and resalable subject to OWN's determination. Upon compliance with all applicable requirements, a full refund, less a 10% restocking fee and shipping and handling costs will be issued by the Company. Any product that cannot be sold or is opened, used, damaged, expired, or within three (3) months of expiration, will not be eligible for a refund. Please allow for up to twenty (20) days from the time that the product is received for the refund to be processed. OWN may withhold or deduct any commissions, bonuses or other compensation earned as a result of qualifications utilizing product now being returned. Distributor Support must be contacted prior to shipping product back, so that you may obtain a Return Merchandise Authorization ("RMA") number and properly identify the product being returned. The obtaining of an RMA does not mean that the product falls within the repurchase policy. That determination can only be made after product is received by OWN is not under any obligation to accept any returns not properly identified with an RMA number. Further, OWN is under no obligation to return any products received that do not fall under the repurchase policy.



### **11.3 Exceptions**

Previously paid bonuses or commissions may be reversed or adjusted as a result of the returns, cancellations and at the sole discretion of OWN. Any Commissions paid to the IBO and his/her upline for the product returned by an IBO or customer may be debited from the respective upline IBO's account or withheld from present or future commission payments. An Independent Business Owner agrees that he or she will not rely on existing downline volume at the close of a commission's period, as returns may cause changes to his or her title, rank and/or commissions payout.

## **Section 12 General**

### **12.1 Identification**

All IBOs are required to provide, and certify the accuracy of, their Social Security Number, Federal Employer Identification Number, (US & Territory Residents) or equivalent government issued identification number, to OWN on the Independent Business Owner Application and Agreement. Such number will be maintained securely by OWN and is required for proper tax reporting. Upon enrollment, OWN will provide a unique Independent Business Owner Identification Number (IBO number) to the IBO by which he/she will be identified. This number will be used to place orders and track commissions and bonuses.

### **12.2 Income Taxes**

Each IBO is responsible for paying all applicable local, state, and federal taxes on any income generated as a result of his/her OWN business. If a OWN IBO is tax exempt, the applicable federal tax identification number must be provided to OWN. Every year, as required, OWN will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. distributor who: (1) had earnings of over \$600 in the previous calendar year; (2) made purchases during the previous calendar year in excess of \$5,000; or (3) earned an incentive award trip.

### **12.3 Business Pursuits Insurance**

A OWN IBO is responsible for and may wish to arrange insurance coverage for their independent business. Be advised that a homeowner's insurance policy typically does not cover business-related injuries or the theft of or damage to inventory or business equipment. Each IBO should contact their insurance agent to make certain that their relevant property is protected. In the U.S., this can often be accomplished with a simple "Business Pursuit" endorsement attached to their present homeowner's policy. OWN will not be responsible for any losses incurred or suffered by an IBO in the conduct of their OWN or other business.

### **12.4 Product Liability Coverage**

OWN maintains insurance to protect OWN and IBOs against product liability claims. OWN's insurance policy extends coverage to IBOs so long as they are marketing OWN products in the regular course of conduct and in accordance with OWN policies and applicable laws and regulations. The OWN product

liability policy may not extend coverage to claims or actions that arise as a result of an IBO's misconduct in marketing the products.

### **12.5 Local Rules, Laws, Ordinances or Regulations**

Aside from complying with OWN terms and conditions or policies and procedures, IBOs are responsible for complying with any applicable law, rule, regulation, statute, requirement or ordinance that may apply to their OWN independent business in their applicable jurisdiction, which may be any local area, town, city, county, state or country. It is the IBO's responsibility to be aware of any such laws or regulations that may apply to them or their business.

### **12.6 Indemnification**

All IBOs agree to indemnify, defend and hold harmless, OWN, its owners, directors, employees, consultants, agents, vendors and associated persons or entities from and against any and all claims, demands, liabilities, losses, costs or expenses arising from the conduct of the IBO in the conducting of any OWN business and/or business or conduct arising out of the IBO Agreement or breach of the Agreement. This includes, but is not limited to, court costs or attorney's fees asserted against, suffered by or incurred by IBO or any other IBO by reason of, directly or indirectly, arising out of or in any way related to or connected with, allegedly or otherwise; IBO's activities, IBO's breach of any terms of the IBO Agreement or IBOs violation or failure to comply with any applicable federal, state or local law, statute, code, regulation or ordinance. This provision shall survive the termination of the IBO Agreement.

### **12.7 Exclusion of Damages**

OWN, its owners, directors, employees, affiliates, consultants and associated persons or entities shall not be liable under any circumstances to any OWN IBO for any exemplary, indirect, consequential, special or punitive damages for any and all claims, demands or actions resulting or arising from the IBO Agreement, the function, operation or lack of function or any equipment, website software, delay of any shipment or an act or omission of any OWN related party, whether based in contract, tort, negligence, strict liability or any other cause of action. Damages will be limited to compensatory damages limited to the amount of legitimately obtained unsold OWN product owned by IBO or the actual amount of commissions or bonuses that may be due.

### **12.8 Errors or Questions**

If an IBO has questions about or believes that any errors have been made regarding commissions, bonuses, genealogy or charges, the IBO must notify OWN within 15 days of the purported error in question. OWN is not responsible for any errors, omissions or problems which are not reported to OWN within 3 days.

## **Section 13 Dispute Resolution**

### **13.1 IBO Disciplinary Action**

If any IBO is found to be in violation or breach of any applicable term, condition, policy, procedure, law or regulation pertaining to the IBO Agreement, OWN, at its discretion, may take one or more of the

following actions:

- 1) Issuance of a warning or admonition;
- 2) Directing the IBO to make immediate corrective measures;
- 3) Holding back, in whole or in part, one or more bonus or commission payments;
- 4) Reversing, in whole or in part, one or more bonus or commission payments;
- 5) Suspending all rights and privileges of an IBO to conduct OWN business pending final outcome;
- 6) Cancelling or re-assigning one or more IBOs or customers deemed not to be legitimately acquired by an IBO;
- 7) Revoking the rights and privileges of a given person or entity with respect to being able to conduct OWN business;
- 8) Terminating an IBO or associated IBO;
- 9) The seeking of monetary and/or equitable relief in a court or proceeding of appropriate jurisdiction;
- 10) Any other measure or action required to provide an appropriate remedy for injuries caused partially or exclusively by the conduct of the IBO

### **13.2 Change of Sponsor (Enroller)**

Change of Sponsorship or Enroller is not permitted except to correct reasonable errors or mistakes. If there is a dispute as to the proper sponsor/enroller of an IBO, then it shall be resolved and determined by OWN in its sole discretion. IBOs otherwise in good standing who voluntarily resign and remain inactive for six months may reapply under a new sponsor with no rights to any former downline or privileges.

### **13.3 Change of Placement**

Change of Placement Sponsor may only be done within 3 business days of placement and only to correct errors or mistakes in the placement sponsorship.

### **13.4 Arbitration**

IBOs must attempt to resolve any dispute under this Agreement in an amicable and reasonable way directly with OWN. If an IBO feels additional actions are necessary, then all IBOs agree that any claim, dispute and/or legal action surrounding the terms and conditions of this Agreement shall be resolved solely and exclusively by arbitration in accordance with the Federal Arbitration Act and under the rules and auspices of the American Arbitration Association (AAA). Any arbitration shall be held in St. Clair County in the State of Michigan, under the Commercial Arbitration Rules of the AAA and conducted by a single arbiter who is an attorney with knowledge of direct sales. Such arbitration shall be governed by the laws of the State of Michigan, excluding those relating to conflicts of law. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties. This arbitration clause shall survive any termination of the IBO Agreement.

### **13.5 No Class or Group Actions, Lawsuits or Arbitration**

IBOs agree that there will be no group, mass or class arbitrations or other litigation stemming from the IBO Agreement for any reason. Any arbitration stemming from the IBO Agreement shall be conducted solely between the individual IBO and OWN based on the specific allegations and facts applying to that IBO. Further, IBOs agree to keep any arbitration proceeding confidential and not to disclose any aspect of any arbitration except as required by law.

### **13.6 Injunctive Relief**

The arbitration clause notwithstanding, nothing in the IBO Agreement or these Policies and Procedures shall prevent OWN from seeking appropriate equitable or injunctive relief in a court of law. The IBO acknowledges that the breach of certain portions of the Agreement, including, but not limited to, the protection of confidential or proprietary information and disparagement, would cause irreparable harm to OWN, the amount and extent of which would be difficult to estimate or ascertain through arbitration. Therefore, IBO agrees that OWN shall be entitled to equitable or injunctive relief, through a court of appropriate jurisdiction, without the necessity of posting a bond or other security. Such injunctive or equitable relief shall not be the exclusive remedy available to OWN.

### **13.7 Attorney's Fees**

Each party shall bear its own attorneys' fees and any other costs and expenses incurred in the resolution of any dispute without regard to the outcome.

### **13.8 Jurisdiction and Venue**

Arbitration clause notwithstanding, the parties agree that personal jurisdiction and venue for any dispute arising out of or relating to the IBO Agreement, including any challenge to or compelling of arbitration, are proper exclusively in the state and/or federal courts located in the State of Michigan, County of St. Clair, and both parties hereby submit to, and waive any objection to, personal jurisdiction or venue in such courts for such purpose.

### **13.9 Governing Law**

Should there be any state or federal court proceedings stemming from the IBO Agreement, then the interpretation and enforcement of the Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of the State of Michigan, without giving effect to conflicts of law principles.

### **13.10 Statute of Limitations**

The time within which any IBO may bring any legal action against OWN shall be the shorter of one year, or the applicable statute of limitations for that action. The IBO agrees that any longer statute of limitations will not apply unless otherwise required by law.

## **Section 14 Inactivity and Termination**

### **14.1 Cancellation/Termination**

Any IBO who cancels, resigns or is terminated, whether voluntarily or involuntarily, will no longer have any rights or privileges as a OWN IBO and will be unable to promote OWN products and services, sell OWN products and services or receive any compensation, commissions or bonuses under the OWN Compensation Plan. Further, no terminated IBO may ever represent or misrepresent in or on any forum that he/she is still associated with OWN. A terminated IBO is not authorized to utilize any OWN materials, trademarks, trade names, service marks or copyrighted material, even if such terminated IBO was previously authorized to do so. OWN, at its sole discretion, may hold back any unpaid commissions earned prior to cancellation or termination, if it has reason to believe that any sales or transactions related to such unpaid commissions will be cancelled, reversed, refunded or found to be invalid.

### **14.2 Non-Renewal**

An IBO who fails to complete the renewal process in effect at the appropriate time, including the payment of any renewal fee if applicable, will be deemed to have resigned from OWN, will lose all rights and privileges as an IBO and shall have no right, title, claim or interest to the marketing organization which he/she previously had, and will not be entitled to any commissions or bonuses from the sales generated by the marketing organization or that the non-renewed IBO may have previously been entitled to receive. A non-renewed IBO who contacts OWN in writing and was otherwise in good standing and who has remained inactive for at least six months may reapply to become an IBO under any sponsor and starting from scratch, as if they had never been an IBO.

### **14.3 Termination Due to Inactivity**

An IBO has the responsibility to lead his or her marketing organization with the proper example in personal production of sales to end consumers. Without this proper example and leadership, the IBO will lose his or her right to receive commissions from sales generated through his or her marketing organization. Independent Business Owners who personally generate less than \$40 in Qualification Volume for any pay period will not receive a commission for the sales generated through his or her marketing organization for that pay period. If an Independent Business Owner has not fulfilled his or her Personal Volume requirement for a period of twelve (12) consecutive calendar months, his/ her Agreement shall be cancelled for inactivity and the IBO shall be deemed terminated. The Cancellation will become effective on the day following the last day of the twelfth month of inactivity. Independent Business Owners may reapply as a new Independent Business Owner only after a twelve (12) month period has elapsed from the day of cancellation.

### **14.3 Involuntary Termination**

An IBO's breach of any of the terms of the Agreement may result in any of the actions discussed in Section 13.1, including involuntary termination. Unless otherwise provided for in the termination notice, termination shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier to the Independent Business Owner's last known address (or fax number), or his or her attorney, or when the Independent Business Owner receives actual notice of cancellation, whichever occurs first. IBOs involuntarily terminated may not ever reapply to become an IBO as an









Business Owner or Customer under whom the enroller places a new Independent Business Owner or Customer.

Rank – means the “title” that an Independent Business Owner has achieved pursuant to the One World Network Compensation Plan.

Cross Recruit – means, actually or attempting to solicit, enroll, encourage or attempt to influence in any other way, either directly or through a third party, another Independent Business Owner or Customer, Direct or Retail, to enroll or participate in another multilevel marketing, network marketing, direct sales or affiliate program opportunity. This conduct constitutes cross recruiting even if the Independent Business Owner’s actions are in response to an inquiry made by another Independent Business Owner or Customer.

Restockable and Resalable – means products and sales aids when returned to OWN, if each of the following elements is satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) products are returned to One World Network within thirty (30) days from the date of purchase; (5) the product expiration date has not elapsed; and (6) the product contains current One World Network labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued or as a seasonal item shall not be resalable.

Retail Profit – means the difference between the wholesale price (as defined below) of products and the retail price an Independent Business Owner receives for products when they are resold.

Roll-Up – means the method by which a vacancy is filled in a marketing organization left by an IBO or Preferred Customer whose respective Agreement has been cancelled.

Business Starter kit – means a selection of One World Network training materials and business support materials that can assist each new Independent Business Owner in the promotion of their OWN independent business. This purchase may be optional in some states and is not commissionable.

SmartShip Agreement – means the optional OWN program that automatically ships product to IBOs. SmartShip offers convenience but is not required as long as applicable requirements and qualifications are otherwise met.

Suggested Retail Price (SRP) – means the price at which 2QH:RUOG1HWZUN suggests Independent Business Owners promote or sell a particular product or materials to retail customers.

Upline – means the Independent Business Owner(s) above a particular Independent Business Owner in a sponsorship line or enrollment line up to the Company. Conversely stated, it is the line of sponsors or enrollers that links any particular Independent Business Owner or Customer to the Company.

Wholesale or Wholesale Price – means the price of the products that is paid to the Company by IBOs. The wholesale price is also called the IBO Cost. All commissions and/or bonuses are paid on Commissionable Volume of One World Network products, regardless of wholesale or retail pricing.