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SECTION 1 - PURPOSES OF POLICIES AND PROCEDURES

BeneYOU has developed the following guidelines to assist in the success of the Company and its Associates. These Policies and Procedures will help provide the following benefits:

1. Protect the rights of all Associates by providing a framework within which each Associate may work in an ethical, effective, and secure manner.
2. Provide an equal and level playing field of opportunity to all BeneYOU Associates.
3. Define the contractual relationship between BeneYOU and its Associates.
4. Inform Associates regarding compliance issues and regulatory requirements. BeneYOU requires that all Associates understand and abide by these Policies and Procedures as we work together in promoting the BeneYOU products and opportunity.

SECTION 2 - INTRODUCTION

2.1 - POLICIES AND PROCEDURES INCORPORATED INTO ASSOCIATE AGREEMENT

These Policies and Procedures in their present form and as amended from time to time at the sole discretion of BeneYOU ("BeneYOU" or the "Company") are incorporated into, and form an integral part of, the BeneYOU Associate Agreement. Throughout these Policies and Procedures, when the term "Agreement" is used, it collectively refers to the BeneYOU Associate Application and Agreement, the Terms and Conditions, these Policies and Procedures and the BeneYOU Commission Plan. These documents are incorporated by reference into the BeneYOU Associate Agreement. It is the responsibility of each Associate to read, understand, adhere to and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When enrolling a new Associate, it is the responsibility of the Enroller to provide the most current version of these Policies and Procedures and the BeneYOU Commission Plan to the applicant prior to his or her execution of this Associate Application and Agreement.

2.2 - PURPOSE OF POLICIES

BeneYOU is a direct-sales company that markets products through Associates. It is important that all Associates understand that their success is dependent upon the integrity of all who market BeneYOU products. To clearly define the relationship that exists between Associates and BeneYOU, and to explicitly set standards for acceptable business conduct, BeneYOU has established the Agreement. BeneYOU Associates are required to comply with all the terms and conditions set forth in the Agreement, as well as all federal, state and local laws governing their business and their conduct. It is very important that all Associates read and abide by the Agreement. Please review the information in this document carefully. It explains and governs the relationship between Associates and the Company. Any questions regarding any policy or rule should be directed to BeneYOU.

2.3 - CHANGES TO THE AGREEMENT

Because federal, state and local laws, as well as the business environment periodically change, BeneYOU reserves the right to amend the Agreement (including, without limitation, the Associate Application and Agreement, Terms and Conditions, and Policies and Procedures) and its prices and product offering in its sole and absolute discretion. The Company shall provide or make available to all Associates a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official web site, (2) electronic mail (email), (3) fax-on-demand, (4) voice-mail system broadcast, (5) inclusion in Company periodicals, (6) inclusion in product orders or compensation payments, or (7) special mailings from the Company. The most current and controlling version will be located at BeneYOU.com. It is the responsibility of all Associates to regularly review BeneYOU.com for the most recently published amendment(s). Once the amendment(s) are published, the Associate(s) may elect to accept the amendment(s) or reject them. If the Associate rejects them, their Agreement will terminate and will not be renewed. If the Associate continues to purchase or sell Company products, enroll and/or accept rebates, commissions or bonuses from BeneYOU, such actions shall be deemed acceptance of any amendments.

2.4 - DELAYS

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

2.5 - SEVERABILITY

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

2.6 - WAIVER

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of an Associate. No failure of BeneYOU to exercise any right or power under the Agreement, or to insist upon strict compliance by an Associate with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of BeneYOU's right to demand exact compliance with the Agreement. Waiver by BeneYOU can be affected only in writing by an authorized officer of the Company. BeneYOU's waiver of any particular breach by an Associate shall not affect or impair BeneYOU's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Associates. Nor shall any delay or omission by BeneYOU to exercise any right arising from a breach affect or impair BeneYOU's rights as to that or any subsequent breach. The allegation or existence of any claim or cause

of action of an Associate against BeneYOU shall not constitute a defense to BeneYOU's enforcement of any term or provision of the Agreement.

SECTION 3 - BECOMING AN ASSOCIATE / RULES OF CONDUCT

Associates promise to:

1. Handle themselves and their operations and conduct honestly, morally and legally.
2. Keep their activities honorable to reflect well on themselves and on BeneYOU.
3. Speak well of BeneYOU, as well as competitors.
4. Honestly present the product in keeping with what is set forth in the BeneYOU literature, including references to health claims and benefits.
5. Explain the Compensation Plan honestly and completely as set forth in the BeneYOU corporate materials.
6. Respect the privacy of others and keep private their personal earnings and the earnings of others.
7. Take their Enroller and Upline responsibilities seriously, including, without limitation, readily training, aiding and supporting those on their team.
8. Abide by the product guarantee and return policies for themselves and to their Customers.
9. Respect the professional relationships between BeneYOU and any of its advisors, endorsers or affiliates by speaking of them appropriately as set forth in the BeneYOU policies and refraining from making contact with them.
10. Direct all media inquiries to BeneYOU.
11. Maintain professional business relationships and avoid conflicts of interest with other Associates and their Enrollees.
12. Adhere to the Agreement.
13. Conduct their BeneYOU business professionally in order to help protect the BeneYOU opportunity for all.

3.1 - REQUIREMENTS TO BECOME AN ASSOCIATE

An Associate may operate or have an ownership interest, legal or equitable, in only one BeneYOU business. Individuals of the same Household may not enter into or have an interest in more than one BeneYOU business. A "Household" is defined as all individuals who are living at or doing business at the same address, and who are related by blood, marriage, domestic partnership, or adoption, or who are living together as a family unit or in a family-like setting. Exceptions to this rule will be considered on a case-by-case basis.

1. Be a minimum of eighteen (18) years of age;
2. Have a valid Social Security or Federal Tax ID number;
3. Pay the BeneYOU Membership Fee;
4. Submit a properly completed and signed BeneYOU Associate Application and Agreement to BeneYOU.

The Company reserves the right to reject any applications for a new Associate or applications for renewal in its sole and absolute discretion. The Agreement is effective upon acceptance of the Associate Application and Agreement by the Company.

3.2 - NEW ASSOCIATE APPLICATIONS

An Applicant is authorized by the Company to operate a Business when he or she (i) returns to the Company a completed and signed original or electronic (faxed or scanned) Associate Agreement or signs through the Company's on-line application process; and (ii) the Company accepts the Agreement.

3.3 - RENEWAL OF A BENEYOU ASSOCIATE'S BUSINESS

The term of the Agreement is one (1) year from the date of its acceptance by BeneYOU. A renewal fee will be required and billed each successive year on the anniversary date of the Agreement. Once the annual renewal fee has been collected, the Agreement will be renewed, provided the Associate is in good standing and the Agreement has not been cancelled as provided herein.

SECTION 4 - OPERATING A BENEYOU MEMBER BUSINESS

4.1 - ADHERENCE TO THE BENEYOU COMPENSATION PLAN

Associates must adhere to the terms of the BeneYOU Commission Plan as set forth in official BeneYOU literature. Associates shall not offer the BeneYOU opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official BeneYOU literature. Associates shall not require or encourage other current or prospective Associates to participate in BeneYOU in any manner that varies from the program as set forth in official BeneYOU materials. Associates shall not require or encourage other current or prospective Associates to execute any agreement or contract other than official BeneYOU agreements and contracts in order to become a BeneYOU Associate. Similarly, Associates shall not require or encourage other current or prospective Associates to make any purchase from, or payment to, any individual or other entity to participate in the BeneYOU Commission Plan other than those purchases or payments identified as recommended or required in official BeneYOU literature.

4.2 - BUSINESS ENTITIES

A corporation, limited-liability company, partnership, trust, or local equivalent may apply to be a BeneYOU Associate by submitting a Business Entity form to BeneYOU. If an Associate has enrolled online, such form must be submitted to BeneYOU within thirty (30) days of the online Enrollment. (If not received within the 30-day period, the Associate Application and Agreement shall automatically terminate.) A BeneYOU Associate's Business may change its status under the same Enroller from an individual to a partnership, corporation, trust or local equivalent or from one type of entity to another by requesting a Name Change Request Form and a Business Entity Form from the BeneYOU Associate Support department. The Business Entity form must be signed by all of the shareholders, partners, trustees, members

or owners of the relevant Business Entity. Associates of the relevant Business Entity are jointly and severally liable for any indebtedness, liability or other obligation to BeneYOU.

4.3 - MINORS

A person who is recognized as a minor in his or her state of residence may not be a BeneYOU Associate. Associates shall not enroll or recruit minors into the BeneYOU program.

4.4 - ENROLLING/PLACING OR SPONSORING

All active Associates in good standing may enroll and place (sponsor) others into the BeneYOU program. Each prospective Direct Retail Customer or Associate has the ultimate right to choose his or her own Enroller and Placement Sponsor. If two Associates claim to be the Enroller and/or Placement Sponsor of the same new Associate or Direct Retail Customer, the Company shall presume that the first application received by the Company is controlling.

4.5 - INDEPENDENT CONTRACTOR STATUS

Associates are independent contractors, not employees of the Company. Associates are not purchasers of a franchise or business opportunity. The Agreement between BeneYOU and its Associates does not create an employer/employee relationship, agency, partnership or joint venture between the Company and the Associate. An Associate is responsible for paying all applicable local, state and federal taxes due from all compensation earned as an Associate of the Company. An Associate has no authority (expressed or implied) to bind the Company to any obligation. Each Associate shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Agreement and all applicable laws.

4.6 - CHANGES TO A BENEYOU ASSOCIATE BUSINESS CENTER

4.6.1 - GENERAL

Each Associate must immediately notify BeneYOU of all changes to the information contained on his or her Associate Application and Agreement. Associates may modify their existing Associate Application and Agreement (i.e., change Social Security Number to Federal I.D. number, or change the form of ownership from an individual proprietorship to a Business Entity owned by the Associate by submitting a written request for a Name Change Request Form, a properly executed Associate Application and Agreement, and appropriate supporting documentation. BeneYOU may, at its discretion, require notarized documents before implementing any changes to a BeneYOU Business. Please allow thirty (30) days after the receipt of the request by BeneYOU for processing.

4.6.2 - ADDITION OF CO-APPLICANT

When adding a co-applicant (either an Individual or a Business Entity) to an existing BeneYOU Associate Application, the Company requires a written request, as well as a properly completed Associate

Application and Agreement containing the applicant's and co-applicant's Social Security Numbers and signatures. To prevent the circumvention of Section 4.8 (regarding transfers and assignments of a BeneYOU Business), the original applicant must remain as the main party to the original Associate Application and Agreement. If the original Associate wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her Business (see Section 4.8.2). If this process is not followed, the Business may be canceled by BeneYOU upon the withdrawal of the original Associate. All bonus and commission checks will be sent to the address of record of the original Associate. Please note that the modifications permitted within the scope of Section 4.6.2 do not include a change of Enroller or Placement Sponsor. Changes of Enroller or Placement Sponsor are addressed in Sections 4.6.3 and 4.6.4 below. There is a processing fee for each change requested, which must be included with the written request and the completed Associate Application and Agreement.

4.6.3 - CHANGE OF ENROLLER

To protect the integrity of all Marketing Organizations and safeguard the hard work of all Associates, BeneYOU strongly discourages changes in Enrollers or Placement Sponsors. Maintaining the integrity of placement is critical for the success of every Associate and Team or Downline. Accordingly, the transfer request of a BeneYOU Associate from one Enroller to another is subject to review, and any change will be at the sole discretion of the Company. The Associate who requests the transfer may be charged a processing fee for administrative charges and data processing.

Additionally, a change of Enroller will be considered in the following two (2) circumstances: In cases involving fraudulent inducement or unethical sponsoring, an Associate may request that he or she be transferred/changed to another organization with his or her entire Team or Downline intact. All requests for transfer/change alleging fraudulent enrollment practices shall be evaluated on a case-by-case basis and will be made at the sole discretion of the Company.

4.6.4 - CHANGE OF PLACEMENT SPONSOR

A new Associate may reach out to Customer Service within 24 hours of sign-up to request a change to the sponsor on their account. After the first 24 hours, a new Associate has four business days to send an email to Support@BeneYOU.com with a request change their sponsor. The new Associate needs approval signatures from both his/her current sponsor and the new desired sponsor. After this five-day period, no sponsor changes will be allowed.

New Enrollees that have not been placed under a particular Placement Sponsor at the time of enrollment will, by default, be placed Front Line (as further defined below) to their Enroller. If a Placement Sponsor has not been selected by the end of the first thirty (30) days of enrollment, then their Enroller becomes their Placement Sponsor and changes thereafter must be made in accordance with and through a properly completed and fully executed Placement Sponsor Change Request Form, which includes the written approval of his or her immediate nine (9) Placement Sponsor Upline Associates. The Associate who requests the change must submit a processing fee for administrative charges and data processing. Changing Associates must allow thirty (30) days after the receipt of the Placement

Sponsor Change Request Form by BeneYOU for processing while a decision is being made.

4.6.5 - CANCELLATION AND REAPPLICATION

An Associate may change Marketing Organizations by voluntarily canceling his or her BeneYOU Business and remaining inactive (i.e., no purchases of BeneYOU products for resale, no sales of BeneYOU products, no enrolling, no attendance at any BeneYOU functions, no participation in any other form of Business activity, nor operation of any other BeneYOU Business) for six (6) full calendar months. Following the period of six (6) months' inactivity, the former Associate may reapply under a new Enroller. Under exceptional circumstances, BeneYOU may consider waiving the six (6)-month waiting period. Such requests for waiver must be submitted to BeneYOU in writing.

4.7 - ROLL-UP OF MARKETING ORGANIZATION

When a vacancy occurs in a Marketing Organization due to the termination of a BeneYOU Associate, each Associate or Customer in the first level immediately below the terminated Associate on the date of the Cancellation will be moved to the first level ("Front Line") of the terminated Associate's Placement Sponsor (compresses up one level within the Placement Sponsor tree).

4.8 - SALE, TRANSFER OR ASSIGNMENT OF A BENEYOU BUSINESS CENTER

Although a BeneYOU Business is a privately owned, independently operated business, the sale, transfer or assignment of a BeneYOU Business is subject to certain limitations. If a BeneYOU Associate wishes to sell his or her BeneYOU Business, the following criteria must be met:

1. If the buyer is an active BeneYOU Associate, he or she must first terminate his or her BeneYOU Business and wait at least six (6) months before becoming eligible to purchase another Business.
2. The transaction must be approved by BeneYOU in its sole discretion.
3. The selling Associate must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a BeneYOU Business.
4. Prior to selling a BeneYOU Business, the selling Associate must notify BeneYOU, in writing, of his or her intent to sell the BeneYOU Business. No changes in line of enrollment can result from the sale or transfer of a BeneYOU Business.
5. The selling Associate must wait a period of six (6) months from the date of the sale, transfer or assignment of their BeneYOU Business before he or she will be eligible to again enroll as a BeneYOU Associate.

4.9 - SEPARATION OF A BENEYOU ASSOCIATESHIP (DIVORCE)

BeneYOU Associates sometimes operate their BeneYOU Businesses as spouses through a Business Entity. At such time as a marriage ends, or a Business Entity dissolves, arrangements must be made to ensure that any separation or division of the Business Entity is accomplished so as not to adversely affect the interests and income of other Associates' Upline or Downline of the Business. If the sepa-

rating parties fail to provide for the best interest of other Associates and the Company, BeneYOU may involuntarily and immediately terminate the Agreement and roll-up their Business and its entire Team or Downline.

Under no circumstances will the Downline of divorcing or legally separating spouses or a dissolving Business Entity be divided based on the requests or desires of the divorcing or legally separating parties. Similarly, under no circumstances will BeneYOU split commission and bonus checks between divorcing or legally separating spouse or Associates of dissolving Business Entities. BeneYOU will recognize only one downline and will issue only one commission check per BeneYOU Business per commission cycle. Commission checks shall be issued to the individual or Business Entity on the Business. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the Business, commissions will continue to be paid to the primary member on the account. If a former spouse or a former Affiliated Individual has completely relinquished all rights in their original BeneYOU Business, they are thereafter free to enroll under any Enroller of their choosing, so long as they meet the waiting period requirements set forth in Section 4.6.5. In such case, however, the former spouse or partner shall have no rights to any downline in their former Team or Downline. The former spouse or partner must develop the new Marketing Organization in the same manner as would any other new Associate.

4.10 – SUCCESSION

Upon the death or incapacitation of an Associate, his or her Business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Associate should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a BeneYOU Business is transferred by a will or other testamentary process, the legal successor in interest acquires the right to collect all Financial Distributions, as defined in Section 12 of the deceased Associate's Team or Downline, provided the following qualifications are met. The successor(s) in interest must:

1. Execute an Associate Application and Agreement
2. Comply with terms and provisions of the Agreement;
3. Meet all the qualifications for the deceased Associate's status;
4. Financial Distributions of a BeneYOU Business transferred pursuant to this Section 4.10 will be paid in a single check jointly to the legal successor(s) in interest. Such successor(s) must provide BeneYOU with an "address of record" to which all Financial Distributions checks will be sent.

4.11 – TRANSFER UPON DEATH OF AN ASSOCIATE

To affect a testamentary transfer of a BeneYOU Business, the successor in interest must provide the following to BeneYOU:

1. A certified copy of the death certificate;

2. A notarized copy of the will or other instrument establishing the successor's right to the BeneYOU Business; and
3. A completed and executed Associate Application and Agreement.

4.12 - TRANSFER UPON INCAPACITATION OF AN ASSOCIATE

To effect a transfer of a BeneYOU Business because of incapacity, a legally appointed representative must provide the following to BeneYOU: (1) a notarized copy of an appointment as trustee or other legally appointed representative, (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the BeneYOU Business; and (3) a completed Associate Application and Agreement executed by the trustee.

If the representative in interest is already a BeneYOU Associate, the Company may grant exception to the one (1) Membership per Household rule upon written request from the representative in interest.

4.13 - ERRORS OR QUESTIONS

If an Associate has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports or credit-card charges, the Associate must notify BeneYOU in writing within sixty (60) days of the date of the purported error incident in question. BeneYOU will not be responsible for any errors, omissions or problems not reported to the Company within sixty (60) days of the purported error or incident in question.

SECTION 5 - RESPONSIBILITIES OF ASSOCIATES

5.1 - CHANGE OF ADDRESS, TELEPHONE OR EMAIL

To ensure timely delivery of products, support materials and commission checks, it is critically important that BeneYOU's files are current. Street addresses are required for shipping since BeneYOU product will not be delivered to a post-office box. Associates planning to move should send any change of address, telephone or email to BeneYOU's Corporate Offices. If an Associate is presently on the Subscription program, the Subscription will automatically be updated to the new address. If more than one change-of-address notice or Subscription Agreement has been submitted to BeneYOU, the most recent one will supersede previous notices or Agreements. Please allow thirty (30) days after the receipt of the notice or Agreement by BeneYOU for processing.

5.2 - CONTINUING DEVELOPMENT OBLIGATIONS

5.2.1 - ONGOING TRAINING

Successful Associates perform a bona fide assistance and training function to ensure that their Downline is properly operating their BeneYOU Business. Successful Associates have ongoing contact and communication with the Associates and Customers in their Downline Organizations. Examples of such contact and communication may include, but are not limited to: newsletters, written correspondence,

personal meetings, telephone contact, voice mail, electronic mail and the accompaniment of downline Associates to BeneYOU meetings, training sessions and other functions. Successful Upline Associates also motivate and train new Associates in BeneYOU product knowledge, effective sales techniques, the BeneYOU Commission Plan and compliance with the Company Policies and Procedures. Communication with and the training of Downline Associates must ensure that Downline Associates do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request by BeneYOU, every Associate should be able to provide documented evidence to BeneYOU of his or her ongoing efforts as a mentor and an Enroller.

5.2.2 - INCREASED TRAINING RESPONSIBILITIES

As Associates progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge and understanding of the BeneYOU program. They may be called upon from time to time to share this knowledge with lesser experienced Associates within their Team or Downline.

5.2.3 - ONGOING SALES RESPONSIBILITIES

Regardless of their level of achievement, successful Associates are continually and personally promoting sales through the generation of new Customers, through servicing their existing Customers and through sales to Retail Customers.

5.3 - NON-DISPARAGEMENT

BeneYOU wants to provide its Associates with the best products, Commission Plan and service in the industry. Accordingly, the Company values Associates' constructive criticisms and comments. All such comments should be submitted in writing to the Associate Support Department. Associates should not, however, disparage, demean or make negative remarks about BeneYOU, other BeneYOU Associates, BeneYOU's products, the Commission Plan, or BeneYOU's directors, officers or employees.

5.4 - PROVIDING DOCUMENTATION TO APPLICANTS

An Enroller must provide the most current version of the Policies and Procedures and the Commission Plan to the individual(s) whom he or she is considering enrolling to become an Associate before such applicant signs an Associate Application and Agreement. Current copies of the Policies and Procedures and the Commission Plan may be found on the official BeneYOU web site.

5.5 - REPORTING POLICY VIOLATION

Violations Associates who become aware of a policy violation by another Associate should submit a written report of the violation directly to the attention of the BeneYOU Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

5.6 – NO CLAIMS OF SPECIAL PRIVILEGES

No claims may be made or implied that any Associate has advantages with or special privileges with the Company or is in any way exempt from the same obligations and requirements of every other BeneYOU Associate.

SECTION 6 – CONFLICTS OF INTEREST

BeneYOU Associates may participate in other direct-selling, network-marketing, or multilevel-marketing ventures (collectively “Network-Marketing Ventures”), and Associates may engage in selling activities related to non-BeneYOU products and services if they so desire.

If an Associate elects to participate in another Network-Marketing Venture, the Associate must maintain a non-public profile as a representative of the other Network-Marketing Venture(s). This includes (but is not limited to) appearance(s) on social media (where crossover may occur between a BeneYOU audience and the other company), in videos, at conferences or conventions or other events, etc.

Once an Associate has achieved 500 Sales Points and 25,000 Team Points, the Associate is eligible for various rewards and elements of recognition from BeneYOU, like cash payments, trainings, incentive and recognition trips, social-media recognition and more. Because of the nature of this level of leadership, BeneYOU will recognize and reward the leaders at those levels who choose to represent only BeneYOU in the Network-Marketing arena. If the leader elects to continue participating in other opportunities, it may result in loss of BeneYOU leadership benefits, including (but not limited to) participation in Leadership Bonus Pools, trips, recognition and more.

In order to avoid conflicts of interest and loyalties, Associates must adhere to the following:

6.1 – NON-SOLICITATION DURING THE TERM OF THE AGREEMENT

1. An Associate shall not engage in any actual or attempted recruitment or enrollment of a BeneYOU Associate for other Network-Marketing Ventures, either directly or through a third party. This includes, but is not limited to, presenting or assisting in the presentation of another Network-Marketing Venture to any BeneYOU Associate or Customer, or implicitly or explicitly encouraging any BeneYOU Associate or Customer to join another Network-Marketing Venture.
2. For a period of one (1) year following the Cancellation of an Associate’s Agreement, the former Associate is strictly prohibited from recruiting any BeneYOU Associate, Customer or Direct Retail Customer for another Network-Marketing Venture. By signing the Associate Application and Agreement, each Associate acknowledges and agrees that the Company is trying to protect legitimate business interests by this prohibition, and such prohibition is reasonable in its M•Global Policies and Procedures. Visit BeneYOU.com, or call 855-750-9937 for more information on scope and duration.
3. During the term of the Agreement, an Associate may not:

- a. Produce, offer or transfer any literature, video or recording or other promotional material of any nature for another Network-Marketing Venture which is used by the Associate or any third person to recruit BeneYOU Associates or Retail Customers for that Network-Marketing Ventures.
- b. Sell, offer to sell, or promote any competing non-BeneYOU products or services to BeneYOU Associates or Retail Customers. Any product in the same generic product category as a BeneYOU product is deemed to be “competing” (e.g., any nutritional supplement is in the same generic category as BeneYOU’s nutritional supplements, and is therefore a competing product, regardless of differences in cost, quality, ingredients or nutrient content);
- c. Offer BeneYOU products or promote the BeneYOU Commission Plan in conjunction with any non-BeneYOU products, services, business plan, opportunity or incentive; or
- d. Offer any non-BeneYOU products, services, business plan, opportunity or incentive at any BeneYOU meeting, seminar, launch, convention or other BeneYOU function, or immediately following such event.

6.2 – TARGETING OTHER DIRECT SELLERS

BeneYOU does not encourage Associates to target the sales force of another direct sales company to sell BeneYOU products or to become Associates for BeneYOU, nor does BeneYOU encourage Associates to solicit or entice Associates of the sales force of another direct sales company to violate the terms of their contract with such other company.

6.3 – CROSS-SPONSORING

Actual or attempted cross-sponsoring is strictly prohibited. “Cross-Sponsoring” is defined as the enrollment of an individual or entity that already has a current Customer or Associate Application and Agreement on file with BeneYOU, or that has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse’s or relative’s name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy or any other provision of the Agreement is strictly prohibited. Associates shall not demean, discredit or defame other BeneYOU Associates in an attempt to entice another Associate to become part of the first Associate’s Team or Downline. Notwithstanding the foregoing, this policy shall not prohibit the transfer of a BeneYOU Business in accordance with Section 4.9. If Cross-Sponsoring is discovered, it must be brought to the Company’s attention immediately. BeneYOU may take action against the Associate who changed Marketing Organizations and/or those Associates who encouraged or participated in the Cross-Sponsoring. BeneYOU may also move all or part of the offending Associate’s downline to his or her original Downline organization if the Company deems it equitable and feasible to do so. However, BeneYOU is under no obligation to move the Cross-Sponsored Associate’s Downline Organization, and the ultimate disposition of the Team or Downline remains within the sole discretion of BeneYOU. Associates waive all claims and causes of action against BeneYOU arising

from or relating to the disposition of the Cross-Sponsored Associate's Downline Organization.

6.4 - HOLDING APPLICATIONS OR ORDERS

Associates must not manipulate enrollments of new applicants and the purchase of products. All Associate Applications and Agreements and product orders must be sent to BeneYOU within forty eight (48) hours from the time they are signed by an Associate or placed by a Retail Customer, respectively (see Section 6.5 "Stacking").

6.5 - STACKING

"Stacking" is strictly prohibited. The term Stacking includes: (1) the failure to transmit to BeneYOU or the holding of an Associate Application and Agreement in excess of two (2) business days after its execution (see Section 6.4); (2) enrolling fictitious individuals or Business Entities into the BeneYOU program.

SECTION 7 - BENEYOU COMMUNICATION & CONFIDENTIALITY

7.1 - DOWNLINE ACTIVITY REPORT

Downline Activity Reports are available for Associate access and viewing at BeneYOU's official Back Office web site. Associate access to their Downline Activity Reports is password-protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets, and are owned exclusively by BeneYOU. Downline Activity Reports are provided to Associates in strictest confidence, and are made available to Associates for the sole purpose of assisting Associates in working with their respective Downline Organizations in the development of their BeneYOU business. Associates should use their Downline Activity Reports to assist, motivate and train their Downline Associates and support their Customers. The Associates and BeneYOU acknowledge and agree that, but for this agreement of confidentiality and nondisclosure, BeneYOU would provide Downline Activity Reports to the Associate. An Associate shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other 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 or her Downline Activity Report;
3. Use the information to compete with BeneYOU, or for any purpose other than promoting his or her BeneYOU Business;
4. Recruit or solicit any Associate or Retail Customer of BeneYOU listed on any Downline Activity Report, or in any manner attempt to influence or induce any Associate or Direct Retail Customer to alter their business relationship with BeneYOU; and
5. Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Downline Activity Report. Upon demand by the Company, any current or former Associate will return the original and all copies of Downline Activity Reports to the Company.

7.2 – COMMUNICATION OPT-IN

Associate agrees that BeneYOU or a party acting on its behalf may contact you by telephone using automated technology (e.g., an auto-dialer or pre-recorded messaging), text messaging and/or email. You consent and agree to BeneYOU contacting you in this manner at the telephone number(s) or email address that you provided or as updated. You understand that your carrier's standard rates may apply for calls and text messages. You understand that you may opt-out of receiving text messages at any time by replying "STOP." You understand that your consent is not a condition of purchase. You consent and agree to the BeneYOU privacy policy when you sign and submit the Associate Agreement.

SECTION 8 – ADVERTISING

8.1 – GENERAL

In order to safeguard and promote the good reputation and established brands of BeneYOU and its products and ensure that the promotion of BeneYOU, the BeneYOU opportunity, the Commission Plan, and BeneYOU products are consistent with the public interest and avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices, all Associates are encouraged to use the sales aids and support materials produced by BeneYOU. The Company has carefully designed its products, product labels, Commission Plan and promotional materials to ensure that the presentation of each aspect of BeneYOU is fair, truthful, substantiated and complies with the vast and complex legal requirements of federal, state and other applicable local laws.

8.1.1 – USE OF BRANDS, LOGOS, OTHER INTELLECTUAL PROPERTY, ETC.

Associates are permitted to produce supplemental marketing materials for personal or team use on social media, at trade shows and events, to accompany sample handouts, for fundraisers, etc. Each piece produced must include a reasonably sized "Independent Associate" logo, to declare that the material was not produced by BeneYOU corporate offices.

Associates must ensure that each piece contains no claims, whether medical, medicinal, financial, social or otherwise.

Associates may not sell for profit any such materials, except for the purpose of covering the basic cost(s) from their production.

Such supplemental marketing materials are subject to periodic review by BeneYOU's Compliance department. BeneYOU reserves the right, at its discretion, to call for the removal, destruction and/or disposal of any materials it deems do not meet the company's standards.

8.1.2 - COMPLIANCE

BeneYOU further reserves the right to rescind approval for any sales tools, promotional materials, advertisements or other literature, and Associates waive all claims for damages or remuneration arising from or relating to such rescission.

8.1.3 - STRICT COMPLIANCE REQUIRED

In addition to strict adherence to not making any claims on any supplemental marketing materials, Associates may not state that documents or materials produced by the Associate have been approved by BeneYOU or any department or representative therein. As these compliance policies are vital to the long-term stability of BeneYOU and the preservation of the opportunity for all, violations of these policies will be strictly enforced. Failure to comply with any part of the Policies and Procedures may result in any of the actions including, without limitation, the following:

1. Formal warning letter and/or probation;
2. Suspension of commissions;
3. Termination of the Associate Agreement; and/or
4. Possible litigation.

8.2 - TRADEMARKS AND COPYRIGHTS

No Associate shall use BeneYOU's trade names, trademarks, designs, or symbols without BeneYOU's prior, written permission. For example, except in limited circumstances specifically addressed herein, Associates may not use or attempt to register "BeneYOU" or any of BeneYOU's trademarks, other product names or any derivatives thereof connected with the Company for use in any Internet domain name, Internet search-engine ad words, social-media pages or blogs, email address, user name, team names, telephone numbers or any other address or title or online aliases that could cause confusion or be misleading or deceptive, in that they cause individuals to believe or assume the communication is from or is the property of BeneYOU. Associates may not produce for sale or distribution any recorded Company events or speeches without the prior written permission from BeneYOU. Associates may not reproduce for sale or other use any recording of Company-produced audio or digital-media presentations.

8.3 - UNAUTHORIZED CLAIMS AND ACTIONS

8.3.1 - INDEMNIFICATION

An Associate is fully responsible for all of his or her verbal and written statements made regarding BeneYOU products and the Commission Plan that are not expressly contained in official BeneYOU materials. Associates agree to indemnify BeneYOU and its directors, officers, employees and agents and hold them harmless from any and all liability including, but not limited to, judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by BeneYOU as a result of the Associate's unauthorized representation or actions. This provision shall survive the termination of the Agreement.

8.3.2 - PRODUCT CLAIMS

No Associate may make any claim that BeneYOU products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases or signs or symptoms of disease. Not only are such claims violations of BeneYOU policies, but they can potentially violate applicable laws, including, but not limited to, federal and state laws and regulations, such as the Federal Food, Drug and Cosmetic Act and the Federal Trade Commission Act.

Failure to comply with any part of the Policies and Procedures may result in any of the actions including, without limitation, the following:

1. Formal warning letter and/or probation;
2. Suspension of commissions;
3. Termination of the Associate Agreement; and/or
4. Possible litigation.

8.3.3 - INCOME CLAIMS

In their enthusiasm to enroll prospective Associates, some Associates are occasionally tempted to make income claims or earning representations to demonstrate the inherent power of network marketing and BeneYOU in particular. This is counterproductive because new Associates may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved.

BeneYOU firmly believes that the income potential supported by Company products and programs is great enough to be highly attractive without relying on the reported earnings of others. Moreover, there are laws and regulations that regulate and prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Associates may believe it beneficial to provide copies of checks or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact BeneYOU as well as the Associate making the claim, unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation.

Because BeneYOU Associates do not have the data necessary to comply with the legal requirements for making income claims, an Associate, when presenting or discussing the BeneYOU opportunity or Commission Plan to a prospective Associate, may not make income projections, income claims or disclose his or her BeneYOU income (including the showing of checks, copies of checks, bank statements or tax records), Hypothetical income examples that are used to explain the operation of the Commission Plan and which are based solely on mathematical projections, may be made to prospective Associates, so long as the Associate who uses such hypothetical examples makes clear to the prospective Associate(s) that such earnings are hypothetical and the Associate provides the prospect with a copy of the most current income disclosure chart prepared by the Company.

8.3.4 - USE OF CELEBRITY NAMES AND LIKENESS

No names or likeness of a celebrity may be published by Associates in association with BeneYOU without prior written approval of BeneYOU.

8.3.5 - GOVERNMENTAL APPROVAL OR ENDORSEMENT

Government regulatory agencies do not approve or endorse any direct-selling or network-marketing companies or programs. Therefore, Associates shall not represent or imply that BeneYOU or its Commission Plan have been “approved,” “endorsed” or otherwise sanctioned by any government agency.

8.4 - MASS MEDIA

8.4.1 - PROMOTIONS UTILIZING MASS MEDIA PROHIBITED

Except as otherwise specifically authorized herein, Associates may not use any form of media or other mass communication advertising to promote the products or opportunity. This includes news stories or promotional pieces on TV shows, newscasts, entertainment shows, Internet ads, etc. Associates may place generic opportunity advertisements in jurisdictions allowing that type of advertisement, but only in accordance with the Policies and Procedures of the Company and in compliance with applicable law.

8.4.2 - MEDIA INTERVIEWS

Associates may not promote the Products or opportunity through interviews with the media, articles in publications, news reports, press releases or any other public information, trade or industry information source, unless specifically authorized in writing by the Company. This includes private, paid membership or “closed-group” publications. Associates may not speak to the media on the Company’s behalf and may not represent that they have been authorized by the Company to speak on its behalf. All media contacts or inquiries should be immediately referred to the Company.

8.5 - INTERNET

8.5.1 - GENERAL

Regardless of compliance with the Policies and Procedures set forth herein, all BeneYOU Associates are personally responsible for their online postings and all other online activity that relates to BeneYOU. Therefore, even if a BeneYOU Associate does not own or operate a blog or social-media site, if a BeneYOU Associate posts to any such site that relates to BeneYOU or which can be traced to BeneYOU, the BeneYOU Associate is responsible for the posting and must act in a way that builds, strengthens and enhances BeneYOU’s reputation, image and standing in the community. BeneYOU Associates are also responsible for postings which occur on any external web site that the BeneYOU Associate owns, operates or controls.

BeneYOU Associates must avoid inappropriate conversations, comments, images, video, audio, applications or any other adult, profane, discriminatory or vulgar content. Determination of what is inappropriate is at BeneYOU's sole discretion, and offending BeneYOU Associates will be subject to disciplinary action. BeneYOU Associates may not use blog spam, "spam-dexing" or any other mass-replicating methods to leave comments on any web site, blog or message board. Comments Associates create or leave online must be useful, unique, relevant and specific to the blog's theme.

As a general rule, BeneYOU Associates may not use any geographic references in the page names/titles or URLs of their BeneYOU-related social media or external web sites. For purposes of clarification and the avoidance of doubt, other than for a Default URL or an approved amendment to a Default URL, BeneYOU Associates may not use the term "BeneYOU" or any derivation thereof, in any external web site address or related URL.

Any external web site which contains "BeneYOU" or other BeneYOU product and program names, or any derivation thereof in the URL, must be transferred to BeneYOU or closed/terminated upon demand by BeneYOU. In no event may the BeneYOU Associate sell such domain name to any third party without the prior express written consent of BeneYOU.

8.5.2 - ASSOCIATE WEBSITES

If an Associate desires to utilize an Internet web page to promote his or her BeneYOU business, the Company recommends its replicated web site program, using the official BeneYOU template. This program permits Associates to advertise on the Internet and to use a home-page design that can be personalized with the Associate's contact information. These web sites give the Associate a professional and Company-approved presence on the Internet.

Associates shall not use "blind" ads on the Internet that make product or income claims which are ultimately associated with BeneYOU products or the BeneYOU Commission Plan.

8.5.3 - SOCIAL MEDIA AND OTHER INTERNET USE

Associates may use the Internet, social networking sites, blogs, social media and applications, and other sites that have content that is based on user participation and user-generated content, forums, wikis and podcasts to do the following:

1. Communicate preliminary information about BeneYOU or their involvement with it;
2. Direct users to their BeneYOU replicated web site; and
3. Post BeneYOU-produced business support materials from BeneYOU corporate sources.

Such use is permitted provided that it (1) is incidental to the primary use of the web site or forum; (2) does not contain any false or misleading information about BeneYOU, its products or business opportunities; and (3) conforms to the other policies set forth herein, including, without limitation, the policies related to the use of BeneYOU's trademarks, trade names and other intellectual property.

8.5.3.1 – THE OFFICIAL BENEYOU PUBLIC FACEBOOK (OR SIMILAR) PAGES

BeneYOU has an official public Facebook page which it uses to invite the general public to investigate the Company. It is not intended to be used by BeneYOU Associates to sell product or promote their business or to interact with other Associates or Customers. As such, BeneYOU Associates may not place linking information on the public BeneYOU Facebook page, nor may they post on the public BeneYOU Facebook page any pricing, promotions, marketing material, sales, advertisements, or announcements relating to the Associate's own businesses. BeneYOU reserves the right to remove any messages posted on the official Company Facebook page as determined in its sole discretion.

8.5.3.2 – ASSOCIATE “CLOSED” OR “PRIVATE” FACEBOOK (OR SIMILAR) PAGES

Associates may also create closed or private groups, and may utilize such groups to educate, discuss and disseminate information about BeneYOU, its products, science and business opportunity amongst themselves. Associates may invite prospective Customers or Associates to these pages, to be approved by the page administrators. Associates are prohibited from disseminating the posts, files, videos and other information found within such groups.

8.5.4 – USE OF THIRD-PARTY INTELLECTUAL PROPERTY

If BeneYOU Associates use the trademarks, trade names, service marks, copyrights or intellectual property of any third party in any online posting, it is their responsibility to ensure that they have received the proper license to use such intellectual property and pay the appropriate license fee. All third-party intellectual property must be properly referenced as the property of the third party, and the Associate must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

8.5.5 – RESPECTING PRIVACY

BeneYOU Associates must always respect the privacy of others in their postings. They must not engage in gossip or advance rumors about any individual, company or competitive products or services. BeneYOU Associates may not list the names of other individuals or entities on their postings unless they have written permission of the individual or entity that is the subject of their posting.

8.5.6 – PROFESSIONALISM

BeneYOU Associates may not make any postings or link to any postings or other material that:

1. Is sexually explicit, obscene or pornographic;
2. Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
3. Is graphically violent, including any violent video game images;

4. Is solicitous of any unlawful behavior;
5. Engages in personal attacks on any individual, group or entity; or
6. Is in violation of any intellectual property rights of the Company or any third party.

8.5.7 - RESPONDING TO NEGATIVE ONLINE POSTS

BeneYOU Associates should not engage with anyone who places a negative post against the Associate, against other BeneYOU Associates or against BeneYOU. Responding to such negative posts simply fuels a discussion with persons carrying a grudge who do not hold themselves to the same high standards as BeneYOU, and therefore damages the reputation and goodwill of the Associate and of the BeneYOU company.

Please report any negative posts to Compliance@BeneYOU.com.

8.5.8 - CANCELLATION OF YOUR BENEYOU BUSINESS

If an Associate's BeneYOU Business is canceled for any reason, the Associate must discontinue using the BeneYOU name, and all of BeneYOU's trademarks, trade names, service marks and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all external web sites that he or she utilizes.

8.5.9 - USE OF "BENEYOU ASSOCIATE" IN ADVERTISING

If an Associate selects a business title, the title must clearly state that the Associate is an "Independent BeneYOU Associate." An Associate's title may not imply that the Associate is an employee or agent of the Company. Each time the Company's logo or name is used in writing and in relation to the Associate, the Associate must identify itself as an "independent BeneYOU Associate."

8.5.10 - METHOD OF ADVERTISING

Associates may advertise using the following means:

1. Newspaper: An Associate may place a generic business-opportunity advertisement in the classified section of a local newspaper, provide the advertisement conforms to all applicable laws and regulations.
2. Phone Directory: Any Associate may place a text listing of its name in the white or yellow pages of a telephone directory followed by "Independent BeneYOU Associate." Graphical and display ads in telephone directories are prohibited.
3. Electronic Mail Advertisements: All advertisements sent via email, telephone, or facsimile must comply with all anti-spamming laws for the state or country where the intended recipient resides. The Associate is under obligation to research and comply with all laws concerning unsolicited commercial email.
4. Television and Radio: Television and/or radio advertising requires prior written approval

from the Company's Marketing, Public Relations, and Legal departments. Requests should be submitted through the Compliance department: Compliance@BeneYOU.com.

5. **Celebrity Endorsement:** An Associate may use a celebrity endorsement only with written approval from the Company and the specific, prior, written approval of the endorsing celebrity for each use of the celebrity's name.
6. **Internet Auction Sites:** Associates are allowed to sell BeneYOU products on auction sites (e.g., eBay), but no lower than BeneYOU's stated suggested retail prices. Associates likewise are prohibited from promoting, advertising or otherwise making known any pricing different from Company's suggested retail prices. Failure to comply may result in disciplinary action, up to and including termination of the Associate's Membership.

8.5.11 – ADVERTISING AT COMPANY SPONSORED EVENTS

At Company-sponsored events, Associates may not, unless specifically authorized in writing by the Company, advertise, sell, or promote products or services, including, but not limited to: (i) the promotion of non-Company events, systems or materials, (ii) organized person-to-person solicitations, (iii) distribution of flyers, DVDs, or other materials, or (iv) the use of any other form of promotion deemed inappropriate by the Company.

8.5.12 – ONLINE ADVERTISING

Associates may use a Company-sponsored web site to promote Company products and/or business opportunity. Following are some provisions for facilitating best practices for successful website marketing:

1. Associates may not use any keywords or meta tags to advertise any licensed web site on the Internet if the search words or meta tags explicitly or implicitly present illegal or unsubstantiated health or income claims.
2. The Company may revoke the license for any previously approved web site at any time and for any reason, including changes to federal and local laws and regulations.
3. Associates may promote Company products and/or business opportunity on social media, personal blogs, etc., provided the following conditions are met:
 - a. All text, audio and video postings do not contain product or income claims. For product information, Associates may refer viewers to their BeneYOU replicated web site or the Company web site;
 - b. Posts (text, video, audio, webinars, slide shows, etc.) somehow represent that Associate is an "Independent BeneYOU Associate" (graphics available through Company)
 - c. The Company may monitor the social-media sites for compliance with these Policies & Procedures, and the Associate agrees to immediately remove or modify the social-media sites upon the Company's request to comply with these policies.

8.5.13 - ADVERTISING AND SELLING PRICE OF PRODUCTS ON THE INTERNET

Associate acknowledges and agrees that the advertising and selling of all products on the Internet must not be lower than the Company's Suggested Retail Price (plus reasonable shipping and the amount the Company charges for taxes and handling of the products). In connection with this Section, the Associate also agrees that all advertising regarding the price of products will be truthful and will not contain misleading statements (e.g. "lowest price available" which implies that an Associate is able to sell the products at a price lower than other Associates, etc.). Associate acknowledges and agrees that he or she shall not advertise or sell any products on the Internet which were purchased from another Associate. Any violation of this Section by an Associate shall constitute a breach of the Agreement.

8.5.14 - MASS COMMUNICATIONS

For purposes of this Section, "Mass Communications" are defined as communications intended to reach fifty (50) or more Associates in the sender's Downline Organization or at least three (3) Associates who are cross-line, within a seven (7)-day period. The following rules apply to all Mass Communications issued by an Associate:

1. Associates targeted to receive the Mass Communications must have knowingly "opted in" to hear or receive the Mass Communication
 - a. Through registration (if the Mass Communication will be received at an event or webinar); and/or
 - b. Through an affirmative request if the Mass Communication is delivered through an email or on a web site.
2. If by email, there must be an "opt-out" feature prominently displayed in the Mass Communication.
3. The Mass Communication must comply with the terms of this Section.
4. The following disclaimer shall be prominently positioned in all Mass Communications that promote any particular building method:
 - a. "There are many methods and techniques used successfully for building your BeneYOU business. The building method promoted [in/at] this [web site/webinar/email/meeting] may be different from that which is taught by your upline. Please consult with your upline if they have taught you a different building method or if you have any questions.
5. Associate acknowledges that allowing the Associate to create databases of Associate information for Mass Communications, the sale of tools, and for any other purposes constitutes the use of Company Confidential Information, which information is the Company's trade secrets, and such use can be substantial financial benefit to the Associate. Associate acknowledges that he or she is subject to the cross-company recruiting obligations. This Section shall survive the termination of the Contract.

8.5.15 – LEAD DISTRIBUTION

Persons who are outside the Company network occasionally make inquiries to the Company about its products. If the Company is able to determine that the inquiring person received the information from a specific Associate or that there is a particular Associate that the person is acquainted with, every attempt will be made to refer the person to that Associate. If an association with a particular Associate cannot be determined, the Associate will be randomly positioned under an active Manager or higher-level Associate. Final judgment with respect to the positioning of leads remains the right of the Company.

8.5.16 – TELEMARKETING

The Federal Trade Commission and the Federal Communication Commission, as well as other applicable local authorities, each have regulations that restrict telemarketing practices. Many authorities have “Do Not Call” regulations as part of their telemarketing laws. Although BeneYOU does not consider BeneYOU Associates to be “telemarketers” in the traditional sense of the word, these government regulations broadly define the term “telemarketer” and “telemarketing” so that an Associate’s inadvertent action of calling someone whose telephone number is listed on a “Do Not Call” registry could cause them to violate the law. These regulations must not be taken lightly, as they can carry significant penalties and fines, per violation.

Therefore, Associates must not engage in telemarketing in the operation of their BeneYOU Business. The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a BeneYOU product or service, or to recruit them for the BeneYOU opportunity. “Cold calls” made to prospective Customers or Associates that promote either BeneYOU’s products or services or the BeneYOU opportunity constitute telemarketing and are prohibited. In addition, Associates shall not use automatic telephone-dialing systems or random phone lists relative to the operation of their BeneYOU Businesses. The term “automatic telephone-dialing system” means equipment which as the capacity to: (1) store or produce telephone numbers to be called using a random or sequential number generator; and (2) to dial such numbers. In addition, Associates acknowledge and agree to abide by telemarketing guidelines.

SECTION 9 – RULES AND REGULATIONS

9.1 – IDENTIFICATION

All Associates are required to provide their Social Security Number, Federal Employer Identification Number, or equivalent government issued identification number, to BeneYOU on the Associate Application and Agreement. Upon enrollment, the Company will provide a unique Associate Identification Number (Associate ID) to the Associate by which he or she will be identified. This number will be used to place orders and track Financial Distributions.

9.2 – INCOME TAXES

Each Associate is responsible for paying all applicable local, state, and federal taxes on any income generated as an Associate. If an Associate's Business is tax-exempt, the Federal Tax Identification Number must be provided to BeneYOU. Every year, BeneYOU will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. Associate 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.

9.3 – INSURANCE

9.3.1 – BUSINESS PURSUITS COVERAGE

A BeneYOU Associate may wish to arrange insurance coverage for her/his Business. Often a homeowner's insurance policy does not cover business-related injuries or the theft of or damage to inventory or business equipment. Associates 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.

9.3.2 – PRODUCT-LIABILITY COVERAGE

BeneYOU maintains insurance to protect the Company and Associates against product-liability claims. BeneYOU's insurance policy extends coverage to Associates so long as they are marketing BeneYOU products in the regular course of conduct and in accordance with Company policies and applicable laws and regulations. BeneYOU's product-liability policy may not extend coverage to claims or actions that arise as a result of an Associate's misconduct in marketing the products.

9.4 – INTERNATIONAL MARKETING

Associates are authorized to sell BeneYOU products and to enroll Customers or Associates only in countries in which BeneYOU is authorized to conduct business: The U.S., Canada, Australia, New Zealand, United Kingdom and Japan. However, before initiating any BeneYOU-related activities in any authorized country, a BeneYOU must first complete and submit the BeneYOU International Enrollment Application. Once such application has been received, the Associate may begin activities in any authorized country in accordance with the applicable terms and conditions of that country. Permissible conduct and activity in unauthorized and/or Not-For-Resale (NFR) markets is prohibited.

9.4.1 – NOT-FOR-RESALE ("NFR") MARKETS

Countries where residents can import products for personal use only, on a "not-for-resale" basis, but where the reselling of those products is prohibited.

9.5 – ADHERENCE TO APPLICABLE LAWS & ORDINANCES

Associates must comply with all applicable national and local laws, regulations, and ordinances. An Associate shall not violate any laws which apply to unfair competition or business practice, including any law that prohibits the advertising, offer to sell, or sale of products at less than the wholesale price of the products.

9.5.1 – ANTI-CORRUPTION LAWS

Associates must comply with all anti-corruption laws, including the Foreign Corrupt Practices Act (“FCPA”), in the markets in which the Company does business.

SECTION 10 – SALES AND SALES REQUIREMENTS

10.1 – EARNINGS THROUGH SALES

Commissions are paid to Associates who qualify pursuant to the Commission Plan and who are in compliance with the Contract. An Associate’s success is achieved only through the regular and repeated retail sale of Products and the regular and repeated retail product sales by its Downline Organization. As the success of any Associate depends largely on the personal efforts of that Associate, the Company does not guarantee any level of profit or success, nor does it guarantee an Associate a specific income. An Associate does not receive commissions for Sponsoring or recruiting other Associates; the only way to earn Commissions is through the sale of products to end consumers.

10.2 – SEVENTY-PERCENT RULE

An Associate certifies with each new product order that he or she has sold or consumed at least 70% of all product purchased in prior orders. Each Associate who receives Commissions and orders additional product agrees to retain documentation that demonstrates compliance with this policy, including evidence of Retail Sales, for a period of at least four (4) years. An Associate agrees to make this documentation available to the Company at the Company’s request. Failure to comply with this requirement or falsely representing the amount of product sold or consumed in order to advance in the Commission Plan constitute a breach of the Contract and is grounds for termination. Furthermore, a breach of this requirement entitles the Company to recover any Commissions paid to the Associate for any period of time during which such documentation is not maintained or for which this provision has been breached.

10.3 – SALES TAX, GST, VAT

6. U.S. sales tax is collected on the product’s suggested retail price and is calculated using the applicable rates for the location to where the product is shipped. The Company will collect and remit sales tax to the proper taxing authority. In those jurisdictions where an Associate may and has registered as a withholding agent through a local sales tax agency and submitted a “Sales and Use Tax Exemption Certificate” or equivalent document to the Company, the collection of sales tax will be the responsibility of the Associate. It is the

responsibility of the Associate to provide an updated copy of its certification for exemption from sales tax each year.

7. In all other jurisdictions, GST, VAT, or other applicable transaction tax is based on the purchase price. The Company will provide its GST or VAT number and proper invoicing, which may include electronic invoicing, where permitted by law. The Company does not include GST or VAT in commission payments. Associates who are GST or VAT registered and are required to collect and remit GST or VAT on their services may send a valid GST or VAT invoice to the Company to charge them for GST or VAT on commission income.

10.4 - NO MANIPULATIONS

Manipulation of the Commission Plan is not permitted and may result in disciplinary action. Manipulation of the Commission Plan includes, but is not limited to, an Associate purchasing to qualify for various ranks or Commissions, large quantities of product that are not sold through the direct-marketing channel, placing orders in his/her Downline Organization, and any other actions that may violate state, federal or foreign anti-pyramid scheme laws. Such manipulations may, in the discretion of the Company result in the suspension of Commissions and termination of the Business.

10.5 - INVENTORY

As the Company imposes no specific minimum inventory requirement on its Associates, an Associate must use its own judgment to determine the amount of inventory it will need to sustain its projected Retail Sales and personal use.

SECTION 11 - REBATES, BONUSES AND COMMISSIONS

11.1 - REBATES, BONUSES AND COMMISSIONS QUALIFICATIONS

An Associate must be active and in compliance with the Agreement to qualify for rebates, bonuses and commissions ("Financial Distributions"). So long as an Associate complies with the terms of the Agreement, the Company shall pay Financial Distributions to such Associate in accordance with the Commission Plan. The minimum amount for which the Company will issue a check is \$10.00. If an Associate's Financial Distributions do not equal or exceed \$13.00, the Company will accrue the Financial Distributions until they total \$13.00. A check will be issued after \$13.00 has been accrued.

11.1.1 - CHECK-PROCESSING FEE

BeneYOU will charge a \$3.00 check processing fee for all mailed checks.

11.1.2 - REPLACEMENT-CHECK FEE

If it becomes necessary for BeneYOU to reissue a bonus or commission check because it has been lost, BeneYOU will charge a \$15.00 fee for each replacement check provided.

11.2 – ADJUSTMENT TO REBATES, BONUSES, AND COMMISSIONS

When a product is returned to BeneYOU for a refund, the Financial Distributions attributable to the returned product(s) will be deducted in the month in which the refund is given and continuing every pay period thereafter until the commission is recovered from the Associate who received the Financial Distributions on the sales or purchase of the refunded products.

11.2.1 – CANCELLATION WITHIN THE FIRST 30 DAYS

If an Associate chooses to cancel the Agreement within the first thirty (30) days of enrollment and also chooses to return the product that he or she has ordered, a refund will be issued for the full amount paid, less any shipping and handling charges, and rebates, bonuses or commissions that were issued and in accordance to Section 11.2 “Adjustment to Rebates, Bonuses and Commissions.”

11.3 – UNCLAIMED COMMISSIONS AND CREDITS

Associates must deposit or cash any rebate, commission and/or bonus checks within three (3) months from their date of issuance. A check that remains uncashed after three (3) months will be void. After a check has been voided, BeneYOU will attempt to notify an Associate who has an uncashed check by sending, monthly for six (6) months, a written notice to his or her last known address identifying the amount of the check and advising that the Associate can request that the check be reissued. There shall be a \$25.00 charge for reissuing a check. This charge shall be deducted from the balance owed to the Associate. Customers and Associates who have a credit on account must use their credit within three (3) months from the date on which the credit was issued. If credits have not been used within three (3) months, BeneYOU shall attempt to notify the Associate or Customer on a monthly basis by sending written notice to the last known address, advising the Associate or Customer of the credit. There shall be a \$10.00 charge for each attempted notification. This charge shall be deducted from the Associate’s or Customer’s credit on account.

11.4 – INCENTIVE TRIPS AND AWARDS

From time to time, the Company may provide incentive trips and other awards to qualified Associates. These awards or trips are provided only to the person(s) listed on a qualifying Associate Agreement. Notwithstanding anything to the contrary herein, and although the Company may pay some or all of the costs of such incentive trips, the Associate agrees to indemnify and hold harmless the Company from any claim, injury, loss or other damage sustained in association with the trip by the Associate and/or its guest(s). The Associate cannot make claim upon, or rely upon, any insurance policy of the Company to cover the costs and expenses of any injury, loss or other damage to the Associate and/or the Associate’s guests.

The Company may be required by law to include the fair market value of any incentive awards, trips, etc., on the Associate’s end-of-the-year tax report. The Associate is liable for all applicable taxes and agrees

to hold the Company harmless from claims of tax liability relating to these incentive trips and awards.

If it is discovered that the Associate has made any misrepresentations or has violated the Agreement in becoming eligible for these incentive trips and awards, the Company may charge the Associate for any costs incurred by the Company or for any benefits or awards received by the Associate. The Company reserves the right at its sole and absolute discretion to disallow participation for any reason it deems necessary.

11.5 - REPORTS

For the purposes of this Section 11.5, "BeneYOU" means the entity and all its employees, officers, directors, independent contractors, Associates, Customers and agents.

11.5.1 - DOWNLINE REPORTS

Associates understand that BeneYOU regularly provides information to each of its Associates. This includes, but is not limited to, reports of online or telephonic Downline activity, such as the personal and group sales volume, and Downline sponsoring activity (the "Information").

11.5.2 - REPORT INDEMNIFICATION

Associates agree never to assert any claim of any nature against BeneYOU, including its officers, directors, employees and independent contractors, that arises out of or which is in any way connected with the presentation, compilation, development, publication and dissemination by BeneYOU of the Information including, but not limited to, a claim for lost profits, bonuses, commissions and loss of opportunity. This Agreement on the part of each Associate extends to any act or omission to act by BeneYOU such as, but not limited to, the inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the Information. However, this Section 11.5.2 does not apply to claims that may arise as a result of intentional misconduct or reckless disregard of the rights of Associates on the part of BeneYOU.

SECTION 12 - PRODUCT GUARANTEE, RETURNS, INVENTORY REPURCHASE

12.1 - PRODUCT GUARANTEE

12.1.1 - INITIAL ORDER

(Anyone's first-ever purchase from BeneYOU) If a Customer or Associate is dissatisfied with their initial purchase, BeneYOU will refund 100% of the purchase price; the Customer/Associate just pays for return shipping. This includes product that has been opened, unopened, partially used, etc.

12.1.2 - 2ND ORDER AND BEYOND

Customer/Associate may return any product that is unopened and resalable, subject to a 10% restocking fee. Customer/Associate pays for return and replacement shipping, and BeneYOU will refund 90% of the purchase price.

All returns must have a Return Merchandise Authorization ("RMA") issued through the Company. Associates and Customers are responsible for returning product to the Company within ten (10) business days of receipt of the RMA, or the product will not be eligible for return.

12.2 - INVENTORY REPURCHASE

An Associate who resigns, which resignation must be in writing, may return product or marketing materials purchased within the last twelve (12) months prior to resignation, subject to the 70% Sales Rule and subject to the same provisions set forth in Section 12.1, above, regarding resalability and RMAs. 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 is expired, or that is 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.

12.2.1 - SHIPMENT REFUSAL

If a shipment is refused, whether it is a Subscription or an order that has just been placed, BeneYOU will charge a \$10.00 shipment-refusal fee to the form of payment on file.

12.3 - EXCEPTIONS TO THE REFUND POLICIES

Previously paid Financial Distributions may be reversed and future Financial Distributions may be adjusted as a result of product returns or inventory repurchases at the sole discretion of the Company. Any Commissions paid to the Associate and his or her upline for the product returned by the Associate or Customer may be debited from the respective upline Associate's account or withheld from present and/or future commission payments. An Associate should not rely on existing downline volume at the close of a commissions period, as returns may cause changes to his or her title, rank and/or commissions payout.

SECTION 13 - DISPUTE-RESOLUTION REMEDIES

13.1 - BREACH AND REMEDIES

Any breach of the Agreement, including these Policies and Procedures, or any illegal, fraudulent, deceptive or unethical business conduct by an Associate may result, at BeneYOU's discretion, in one or more of the following actions:

1. Issuance of a written warning or admonition;
2. Issuance of a writing that directs the Associate to take immediate corrective measures;
3. Loss of rights to one or more bonus and/or commission checks, in whole or in part;
4. The withholding of Financial Distributions during the period that BeneYOU is investigating any conduct that allegedly violates the Agreement;
5. Suspension of the Agreement for one or more pay periods;
6. Cancellation of the Agreement;
7. Cancellation of the Agreement of any other of the Associate's immediate household or of an affiliated individual who is in association with the breaching Associate;
8. Any other measure expressly allowed by the Agreement of which BeneYOU deems necessary to implement and appropriate in order to provide a remedy for injuries caused partially or exclusively by the Associate's breach; or
9. The commencement of legal proceedings for monetary or equitable relief, or both.

13.2 – GRIEVANCES AND COMPLAINTS

When an Associate has a grievance or complaint with another Associate regarding any practice or conduct in relationship to his or her Team or Downline, the complaining Associate should first report the problem to his or her Enroller, who should review the matter and try to resolve it with the other party's Enroller. If the matter cannot be resolved, it should be reported in writing to the Company's Associate Support department, which will review the facts and attempt to resolve the complaint.

13.3 – GOVERNING LAW AND RESOLUTION OF DISPUTES

1. The interpretation and enforcement of this Agreement is governed by and shall be construed and interpreted in accordance with the internal laws of the State of Utah, without giving effect to conflicts of interest principles.
2. The parties agree that personal jurisdiction and venue for any dispute arising out of or relating to this Agreement are proper exclusively in the state and federal courts located in the State of Utah, County of Salt Lake, and both parties hereby submit to, and waive any objection to, personal jurisdiction or venue in such courts for such purpose.
3. 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.

13.4 – INJUNCTIVE RELIEF

The Associate acknowledges that the covenants set forth in this Agreement relating to the protection of BeneYOU's confidential and/or proprietary information are reasonable and necessary to protect the legitimate interests of BeneYOU. The Associate further acknowledges that his/her breach of such covenants would cause BeneYOU irreparable harm, the amount and extent of which would be very difficult

to estimate or ascertain. Therefore, the Associate agrees that BeneYOU shall be entitled, without the necessity of posting a bond or other security, to the issuance of injunctive relief to enjoin the Associate from breaching or threatening to breach such covenants. In any case, injunctive relief shall not be the exclusive remedy available to BeneYOU.

SECTION 14 - ORDERING

14.1 - DIRECT RETAIL CUSTOMERS

Associates are encouraged to promote BeneYOU's Customer programs to their Customers. The Direct Retail Customer program allow Customers to purchase their products directly from BeneYOU. Customers simply order online or call BeneYOU's toll-free order number to place their orders, which they may charge to their credit card. BeneYOU will send the ordered products directly to the Customer. To ensure that Associates receive the appropriate commissions, Customers should use the referring Associate's Identification Number.

14.2 - PURCHASING BENEYOU PRODUCTS

Each Associate should purchase his or her products directly from BeneYOU under his or her Associate Identification Number. If an Associate purchases product from another Associate or from any other source, the purchasing Associate will not receive the Sales Volume that is associated with that purchase.

14.3 - SHIPPING AND BACK ORDER POLICY

BeneYOU will expeditiously ship any part of an order currently in stock. If, however, an ordered item is out of stock, it will be placed on back order and sent when BeneYOU receives additional inventory. Associates will be charged and given personal Sales Volume on back-ordered items unless notified on the invoice that the product has been discontinued. BeneYOU will notify Associates and Customers if items are back-ordered and are not expected to ship within thirty (30) days from the date of the order. An estimated shipping date will also be provided. Back-ordered items may be canceled upon an Associate's or Customer's request. Associates and Customers may request a refund, credit on account, or replacement merchandise for canceled back orders. If a refund is requested, the Associate's personal Sales Volume will be decreased by the amount of the refund in the month in which the refund is issued.

14.4 - CONFIRMATION OF ORDER

An Associate and/or recipient of an order must confirm that the product received matches the product listed on the shipping invoice and is free of damage. Failure to notify BeneYOU of any shipping discrepancy or damage within thirty (30) days of shipment waives an Associate's right to request a correction.

SECTION 15 – PAYMENT AND SHIPPING

15.1 – DEPOSITS

Monies should be paid to or accepted by an Associate for a sale to a personal Customer only in anticipation of timely delivery. Associates should make every effort to set reasonable expectations for said delivery. BeneYOU believes in the adage “under-promise and over-deliver.”

15.2 – INSUFFICIENT FUNDS

It is the responsibility of each Associate to ensure that there are sufficient funds or credit available in his or her account to cover the monthly BlueBox subscription or any order. BeneYOU is not obligated to contact Associates regarding orders cancelled due to insufficient funds or credit. This type of order cancellation may result in an Associate’s failure to receive product or meet his or her Personal Sales Volume requirements for the month.

15.3 – RESTRICTIONS ON THIRD-PARTY USE OF CREDIT CARDS

An Associate shall not permit other Associates or Customers to use his or her credit card for any purchases from the Company.

15.4 – SALES TAX

By virtue of its business operations, BeneYOU is required to charge sales taxes on all purchases made by Associates and Customers, and remit the taxes charged to the respective states. Accordingly, BeneYOU will collect and remit sales taxes on behalf of Associates based on the suggested retail price of the products, according to applicable tax rates in the state or territory to which the shipment is destined. If an Associate has submitted, and BeneYOU has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice, and the Associate will have the responsibility to collect and remit sales taxes to the appropriate authorities. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax-exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by BeneYOU is not retroactive.

SECTION 16 – INACTIVITY AND CANCELLATION

16.1 – EFFECT OF CANCELLATION

So long as an Associate remains Active and complies with the terms of the Agreement, including these Policies and Procedures, BeneYOU shall pay Financial Distributions to such Associate in accordance with the Commission Plan. An Associate’s Financial Distributions constitute the entire consideration for the Associate’s efforts and activities related to generating sales (including building a Downline Organization). Following an Associate’s non-renewal of his or her Agreement (collectively referred to as “can-

celed” or “cancellation”), the former Associate shall have no right, title, claim or interest to the Team or Downline which he or she operated, or any commission or bonus from the sales generated by the Team or Downline. An Associate whose Business is canceled will permanently lose all rights as an Associate.

This includes the right to sell BeneYOU products and the right to receive future Financial Distributions resulting from the sales and other activities of the Associate’s former Team or Downline. In the event of cancellation, Associates agree to waive all rights they may have, including, but not limited to, property rights to their former Team or Downline and to any Financial Distributions derived from the sales and other activities of his or her former Team or Downline.

Following an Associate’s cancellation of his or her Agreement, the former Associate shall not represent her or himself as a BeneYOU Associate and shall not have the right to sell BeneYOU products. An Associate whose Agreement is canceled shall receive commissions and bonuses only for the last full pay period her or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation). Associates may reapply as a new Associate in accordance with Section 4.6.5 “Cancellation and Reapplication.”

16.2 – INVOLUNTARY CANCELLATION

An Associate’s breach of any of the terms of the Agreement may result in any of the sanctions covered in Section 13.1, including the involuntary cancellation of his or her Agreement. Unless otherwise provided for in the cancellation notice, cancellation shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier to the Associate’s last known address (or fax number), or his or her attorney, or when the Associate receives actual notice of cancellation, whichever occurs first. Readmission, if ever granted, may be either prospective or retroactive and totally discretionary on the part of the Company.

16.3 – VOLUNTARY CANCELLATION

An Associate has the right to cancel the Agreement at any time. Cancellation must be submitted in writing to the Company at its principal business address: 730 N 2800 W, Lindon, UT 84042 The written notice must include the Associate’s signature, printed name, address and Associate Identification Number. However, if an Associate is not in good standing with the Company at the time BeneYOU receives notice of cancellation, the consequences of an involuntary cancellation may take effect (as per Section 13). Associates may reapply as a new Associate in accordance with Section 4.6.5 “Cancellation and Reapplication.”

16.4 – NON-RENEWAL

A member may voluntarily cancel his or her Associate Agreement by sending written notice within thirty (30) days of the anniversary date. The Company may also elect not to renew the Agreement upon the Agreement’s anniversary date.

SECTION 17 - DEFINITIONS

ACCEPTANCE – The acceptance by BeneYOU of a person’s application to become an Associate by completing an Associate Application and Agreement and delivering it to BeneYOU. “Acceptance” shall be deemed to occur when BeneYOU first receives an Associate Application and Agreement from a person who has decided to become an Associate.

ACTIVE – The status of an Associate who has satisfied the minimum Personal Sales Volume requirements, as set forth in the BeneYOU Commission Plan, to ensure that he or she is eligible to receive rebates, bonuses and commissions.

ACTIVE RANK – The current rank of an Associate, as determined by the BeneYOU Commission Plan, for any calendar month. To be considered “Active” relative to a particular rank, an Associate must meet the criteria set forth in the BeneYOU Commission Plan for his or her respective rank. (See the definition of “Rank” below.)

AGREEMENT – The contract between the Company and each Associate, which includes the Associate Application and Agreement, the BeneYOU Policies and Procedures, the BeneYOU Commission Plan, BlueBox Subscription Agreement, and the Business Entity Form (where appropriate), all in their current form or as amended by BeneYOU from time to time in its sole discretion. These documents are collectively referred to as and comprise the “Agreement.”

ASSOCIATE – An independent contractor who has signed and completed the official BeneYOU Associate Application and Agreement, and whose Agreement has been accepted by BeneYOU. An Associate is required to meet certain qualifications and is responsible for the training, motivation, support and development of the members in their respective Marketing Organization. Associates are entitled to purchase BeneYOU products at wholesale prices, enroll Customers and new Associates, and participate in the Commission Plan. Customers are not Associates, and have no claim on any element of the BeneYOU Commission Plan.

ASSOCIATE IDENTIFICATION NUMBER – means a unique number assigned by BeneYOU to each Associate to facilitate internal record keeping by BeneYOU with respect to that Associate.

AUTHORIZED COUNTRY – A country that the Company has officially sanctioned to be available to all Associates for conducting BeneYOU business.

BLUEBOX™ – (also “Autoship,” and/or “Autoship Agreement”) – The optional BeneYOU program by which products are automatically shipped to Associates and Customers. The Autoship Agreement is incorporated into the “Agreement” and can be found as part of the Associate Application and Agreement or Customer Application and Agreement.

BREACH – (also “Breach,” “Default,” and/or “Violation”) – An actual or alleged transgression or viola-

tion of any part of the Agreement.

BUSINESS – The Associate’s position allowed as part of a Membership.

CANCELLATION – The termination of a Business. Cancellation may be either voluntary or involuntary, through non-renewal or inactivity, or after violation of contents of the Agreement.

COMMISSIONABLE VOLUME – Value assigned to all BeneYOU products on which Financial Distributions are paid. Sales aids have no Commissionable Volume attached.

COMPANY – BeneYOU, LLC.

COMPANY-LICENSED WEBSITE – An Internet web site approved by the Company in accordance with the provisions of Section 8 of the Policies and Procedures.

COMPENSATION PLAN – The plan offered by BeneYOU that sets forth the compensation provided to Associates for the sales of BeneYOU products by their Team or Downline

CUSTOMER – Those individuals who may purchase product for personal use only and may not resell product. An Associate is not and may not act as a Customer.

DOWNLINE ORGANIZATION (also “Team”) – The network of Associates and Customers who exist in an Associate’s Team or Downline. Associate understands that (1) Associate does not have any ownership or possessory right, title or interest in any Downline individual, entity, or organization, or in any materials generated by BeneYOU or created by Associate or any other individual or entity to the extent that it consists, in whole or in part, of any information about BeneYOU Downlines or any part of the Agreement; (2) the sole property interest of an Associate with respect to Downlines is the contractual right to receive Commissions as set forth in the Agreement; and (3) that BeneYOU is the sole owner of any and all Downline rights, titles, interests and materials.

DOWNLINE ACTIVITY REPORT – A monthly report generated by BeneYOU that provides critical data relating to the identities of Associates, Customers, sales information and enrollment activity of each Associate’s Team or Downline. This report contains confidential and trade-secret information which is proprietary to BeneYOU. It is owned solely by BeneYOU.

ELECTRONIC FUNDS TRANSFER (EFT) – An optional program whereby the Associate authorizes the Company to electronically debit the Associate’s bank account for the amount of an order and/or other fees.

END CONSUMER – A person who purchases BeneYOU products for the purpose of personal consumption rather than that of a reselling them to someone else.

ENROLLEE – New Associates and/or Customers who have been enrolled as BeneYOU Associates or

Customers by another Associate or Customer, as the case may be.

ENROLLER – The Associate who enrolls a new Associate or Customer into BeneYOU. The Enroller may “place” the new Associate or Customer under himself or herself, or may place the new Associate or Customer under any eligible downline. The person whom the new Associate or Customer is placed under is the new Associate’s “Placement Sponsor.” The same Associate may be a new Associate’s “Enroller” and “Placement Sponsor.” See the definition of “Placement Sponsor,” below.

FINANCIAL DISTRIBUTIONS – The rebates, commissions, bonuses and other compensation paid by BeneYOU to Associates pursuant to the Commission Plan.

IDENTIFICATION or “ID” NUMBER – A unique number assigned by BeneYOU to each Associate. This number facilitates activity by the Associate, so she/he can share that number and get “credit” for Customer activity. It also facilitates record keeping by BeneYOU for commission and bonus payments, recognition, tracking incentives and more.

IMMEDIATE HOUSEHOLD – means an Associate and his or her legal or common-law spouse or partner and their dependent family members residing at the same address.

LEVEL – The positioning or location of Downline Associates in a particular Associate’s Marketing Organization. This term refers to the relationship of an Associate relative to a particular Upline Associate, determined by the number of Associates between them who are related by sponsorship. For example, if A is the sponsor of B, B is the sponsor of C, C is the sponsor of D, and D is the sponsor of E, then E is on A’s fourth level.

MEMBERSHIP – The contractual rights granted to the Associate pursuant to the Agreement to create, maintain and receive compensation from BeneYOU relating to the operation of a Marketing Organization.

OFFICIAL BENEYOU MATERIAL – Any literature, audio or digital recordings, web site and other materials developed, printed, published and distributed by BeneYOU to Associates.

PERSON – An individual human being or a Business Entity, as the context dictates.

PERSONAL PRODUCTION – Selling product to a Customer or End Consumer for personal use.

PLACEMENT SPONSOR – The Associate or Customer under whom the Enroller places a new Associate or Customer.

POLICIES AND PROCEDURES – The Policies and Procedures of the Company contained herein, including attachments and addenda, which are incorporated herein by this reference, as the same may be amended from time to time by the Company.

PRE-LAUNCH PERIOD – A period of time announced by the Company prior to a country becoming an Authorized Country, during which an Associate may begin preparation to commence Associate business within that country.

RANK – The position or “title” that an Associate has achieved pursuant to the BeneYOU Commission Plan.

RECRUITING – Activities leading to the enrollment or sign-up of prospective Associates and Customers. (Note: For purposes of BeneYOU’s Conflict of Interest Policy, “recruiting” refers to the actual or attempted solicitation, enrollment, encouragement or effort to influence in any other way, either directly or through a third party, another BeneYOU Associate or Customer, to enroll or participate in another multilevel marketing, network marketing or direct-sales opportunity. This conduct constitutes recruiting even if the Associate’s actions are in response to an inquiry made by another Associate or Customer.)

RESTOCKABLE AND RESALABLE – Status assigned to products and sales aids 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 BeneYOU within thirty (30) days from the date of purchase; (5) the product expiration date has not elapsed; and (6) the product contains BeneYOU 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 – The difference between the wholesale price (as defined below) of products and the retail price an Associate receives for products when they are resold.

ROLL-UP – The method by which a vacancy is filled in a Team or Downline left by an Associate or Customer whose respective Agreement has been canceled.

SALES POINTS – Points of volume you produce through your personal consumption and your personal sales (web sites, retail store, etc.)

STARTER OR ENROLLMENT KIT - A selection of items (possibly including products, training materials and business-support materials) purchased by a new Associate.

SUBSCRIPTION (also “Autoship,” and/or “Autoship Agreement”) – The optional BeneYOU program by which products are automatically shipped to Associates and Customers. The Autoship Agreement is incorporated into the “Agreement” and can be found as part of the Associate Application and Agreement or Customer Application and Agreement.

TEAM (also “Downline” or “Downline Organization”) – The network of Associates and Customers who exist in an Associate’s Team or Downline. Associate understands that (1) Associate does not have any ownership or possessory right, title or interest in any Downline individual, entity, or organization, or in any materials generated by BeneYOU or created by Associate or any other individual or entity to the

extent that it consists, in whole or in part, of any information about BeneYOU Downlines or any part of the Agreement; (2) the sole property interest of an Associate with respect to Downlines is the contractual right to receive Commissions as set forth in the Agreement; and (3) that BeneYOU is the sole owner of any and all Downline rights, titles, interests and materials.

WHOLESALE OR WHOLESALE PRICE – The price of the products made available to active Associates and Preferred Customers.