



POLICIES AND PROCEDURES

Table of Contents

Introduction	3
Section 1 - How to Purchase Products or become a Customer	3
1.1 Customer Enrollment	3
Section 2 - How to Become a Business Advocate.....	3
2.1 Enrollment	3
2.2 Corporations, Tax Exempt Entities, Trusts & Individuals.....	4
2.3 Business Advocate Tax Identification Numbers.....	4
2.4 Independent Contractor Status.....	4
2.5 Taxation.....	5
2.6 Orders.....	5
2.7 Purchases for Other Persons.....	5
2.8 Satisfaction Guarantee.....	5
Section 3 – Refund Policy	5
3.1 Refunds.....	5
3.2 Returns on Products Within 30 Days.....	6
3.3 Returns Thirty-one (31) days to ninety (90) days after purchase.....	6
3.4 Returns from 91 days to one year after purchase.....	6
3.5 Re-sellable Products.....	6
3.6 Return of Damaged or Incorrectly Sent Products.....	7
3.7 Duty to Retain Sales Order Number	7
3.8 Pack Return	7
3.9 Return Procedure.....	7
3.10 Company’s Right to Recoup Unearned Bonuses	8
3.11 Returns and Commission Adjustments (“Clawbacks”)	8
Section 4 - Cancellations.....	8
4.1 Election of Cancel Agreements.....	8
4.2 - Cancellation Refund Policy.....	8
4.3 For Georgia Residents Only.....	9
4.4 Joint Ownership of a Business.....	9

4.5	One Business per Person or Couple	9
4.6	Household Conduct detrimental to MHG’s Brand and Policies.....	10
4.7	Business Inheritance.....	10
Section 5 – Sale or Transfer of Business		10
5.1	Requirements.....	10
5.2	Request for Transfer from Original Organization.	11
5.3	Wait Period	11
Section 6 – Purchase and Sale of Products.....		12
6.1	Excess Inventory Purchases Prohibited.....	12
6.2	Re-Packaging and Re-Labeling Product.....	12
6.3	Store front Sales.....	12
Section 7 – Commissions.....		12
7.1	Commission and Business Reports.....	12
7.2	Commissions Errors	12
Section 8 – Marketing		13
8.1	No Restrictions on International Marketing.....	13
8.2	Service Mark, Trade Mark and Trade Name Restrictions	13
8.3	No Modification to MHGs business structure.....	14
8.4	Income Claims.....	14
8.5	Company warranties and product claims.....	14
8.6	Corporate Media Stance.....	14
8.7	Ethical Sales Practices.	15
8.8	Obligations of Independent Business Advocate or Contractors	15
Section 9 - Compliance.....		16
9.1	Business Advocates are not Corporate Representatives	16
9.2	Corrective Measures	16
9.3	Forfeiture of Rights to Bonuses and Commissions	17
9.4	Leadership and Company Support functions.....	17
9.5	Cross Recruiting or Cross-Enrolling.....	17
9.6	Non Disparagement Business Advocates	17
9.7	Trade Secrets and Proprietary Information.....	18
9.8	Conflicts of Interest and Non Solicitation.....	18
9.9	Amendments.....	20
Section 10 – Glossary of Terms.....		21

Introduction

Momentous Health Global will be referred to as (MHG) moving forward in this document. MHG's Policies and Procedures must be signed by all Business Advocates. The Policies and Procedures are the governing words which the BA's manage and work their MHG business. The MHG Independent Enrollment Participation Agreement, the Policies and Procedures and the Wealth Acceleration System may now and hereafter be amended thus making alterations to the complete and binding agreement of MHG's Business Advocates who are in full understanding of these potential modifications. Failure to comply with the provisions of the Policies and Procedures and other documents stated above may result in termination of the Business Advocates Independent Enrollment Participation Agreement.

The application and outlines of this Policy and Procedure document will remain in full force effect by in the case that any chance a portion of these Policies and Procedures are declared invalid in a court of jurisdiction.

Section 1 - How to Purchase Products or become a Customer.

1.1 Customer Enrollment

Customers must either call Customer Service or purchase products using online company approved sites. The Customer Enrollment Document is the binding agreement for customers. No kit purchase required for customers. There are Preferred Customers who pay the same price as Business Advocates and also have the ability to set up a monthly Autoship. Retail customers are not allowed to market or sell Momentous Health Global products. No kit purchase required for customers.

Section 2 - How to Become a Business Advocate.

2.1 Enrollment

A person must enroll using a replicated site, and online form or call Customer Support for assistance. Advocates must agree to these P&P's as part of the enrollments process. Advocates are authorized to market and sell MHG products and earn commissions based upon product sales within their down line, according to MHG Wealth Acceleration System. MHG reserves the right to change the P&P's, Wealth Acceleration System, Independent Enrollment System, Preferred Customer Agreement, and all documents which support business growth for MHG without prior notice.

The process of Enrolling. All Business Advocates in good standing have the right to sponsor others into MHG. Each prospective Advocate Rep or Customer has the ultimate right to choose his or her own sponsor subject to the following provisions:

- If two Business Advocates claim to be the sponsor of the same new (Business Advocate) or Customer, the first properly completed application received by MHG shall be the approved corporate position.
- If two Business Advocates claim to be the sponsor of the same new Business Advocate or Customer, and no online application has yet been submitted, the first (Business Advocate) who attempted to recruit the new (Business Advocate) or Customer shall be the sponsor of the new (Business Advocate) or Customer.

In no event shall a (Business Advocate) or Customer be sponsored by MHG directly without first applying with MHG to be directly sponsored. Secondly, the submitted application must be approved by the Chief Executive Officer of MHG. In the event that a prospective (Business Advocate) or Customer has been recruited by another (Business Advocate), the prospective Business Advocate or Customer is not eligible to be sponsored by MHG.

Only MHG products and compensation plan and can be shared with active (Business Advocates) and Customers. It's the responsibility of the Enroller to make sure to help build the business of their down line Business Advocate.

2.2 Corporations, Tax Exempt Entities, Trusts & Individuals.

MHG will only consider for acceptance as a Business Advocate, individual or entities that fall into one of the following categories:

- Individuals who are of the legal age of 18.
- Married couples of which at least one is of legal age of 18.
- Corporations in good standing with the state, province, or country of their incorporation which have as their sole shareholder(s), director(s) and officer(s) either one unmarried individual or a married couple.
- Married couples may not own an interest in more than one Membership.
- MHG has the right to know who the Ultimate Beneficiary Owners are of any corporation.

2.3 Business Advocate Tax Identification Numbers.

Business Advocates may not use or submit to MHG any Social Security Number, Social Insurance Number, portion of Social Insurance Number, Tax Revenue Number, Taxpayer Identification Number or Corporate Account Number other than the actual number assigned to the Business Advocate by the proper governmental authority.

2.4 Independent Contractor Status.

Business Advocates are independent contractors, not employees. Nothing in these Policies and Procedures, nor any other conduct by MHG, is intended to suggest that Business Advocates are anything but independent contractors. Business Advocates will not do anything to suggest that they are employees of MHG. All written communications, advertisements, or other publications by or from a Business Advocate will include the words "Independent Business Advocate."

2.5 Taxation

The sales or GST taxes are taken care of by MHG on periodic tax reports. Thus MHG Business Advocates are not obligated to take care of those taxes. MHG charges all appropriate taxes on purchases made by Business Advocates and Customers and pays the taxes to states, provinces, and local governments. MHG collects and remits sales and GST taxes for MHG Business Advocates according to applicable tax rates in the state or province to which the shipment is destined.

In the case that a Business Advocate submitted a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and paying sales taxes to the appropriate authorities shall be on the Business Advocates exemption from the payment of sales tax is applicable only to orders which are shipped to a state or province 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/province. Any sales tax exemption accepted by MHG is not retroactive.

2.6 Orders

Order processing is either done online or by the phone. Typically orders will be processed within two business days of receipt. Shipment will be by common carrier and delivery should be expected within 3 to 10 days.

2.7 Purchases for Other Persons

A Business Advocate may not enroll, order or pay for products for Customers or Business Advocates without such customers express authorization and agreement to be enrolled and/or reimburse the Business Advocate for such product.

2.8 Satisfaction Guarantee

If for any reason any Customer or Business Advocates is not completely satisfied with any product purchased by such Customer or Business Advocate from MHG, the Customer or Business Advocate may return the unused portion of the product together with a copy of the purchase receipt to MHG within the outlines of the return policies given below, and MHG will, upon the request of the Customer or Business Advocate replace the product without charge, or refund the total purchase price of the product per the below refund policy.

Section 3 – Refund Policy

3.1 Refunds

Refunds, when requested, will be issued to the original method of payment used to purchase the product unless that method of payment is unavailable, in which case a refund check will be issued to the Customer or Business Advocate. Unless the Customer or Business Advocate requests otherwise, MHG will credit the Customer's

MHG account for the purchase price of the returned product. Credit on account is available for MHG product purchases. Refund checks that remain uncashed for more than 180 days will not be honored and the amount of the check, less a processing fee of \$15 (US) and a bank cancellation/stop payment fee of \$10 (US) will be credited to the Customer's account. MHG reserves the right to cancel the Business Advocate Agreement of any Business Advocate who abuses the MHG satisfaction guarantee by excessively returning product. The products purchased are for consumption and sampling to grow a larger customer base.

3.2 Returns on Products Within 30 Days.

MHG will refund one hundred percent (100%) of the purchase price (plus applicable tax if prepaid) of re-sellable products that are returned by a Business Advocate or Customer within thirty (30) days of purchase from the Company, less shipping costs and paid Bonuses.

In a case that a state law is different than the MHG Return Policy, MHG will abide by that state's return policy law.

3.3 Returns Thirty-one (31) days to ninety (90) days after purchase.

From thirty-one (31) days and up to ninety (90) days from the date of purchase, MHG will provide a Product Credit of one hundred percent (100%) or a refund of ninety percent (90%) of the purchase price (plus applicable tax if prepaid) on re-sellable products that are returned by Business Advocates or Customers, less shipping costs and paid bonuses.

In a case that a state law is different than the MHG Return Policy, MHG will abide by that state's return policy law.

3.4 Returns from 91 days to one year after purchase.

After 91 days and up to twelve (12) months from the date of purchase, MHG will provide a Product Credit of ninety (90%) or a refund of (70%) of the purchase price (plus applicable tax if prepaid) on re-sellable products that are returned by a Business Advocate or Customer, less shipping costs and paid bonuses (excludes limited time offers and expired items).

In a case that a state law is different than the MHG Return Policy, MHG will abide by that state's return policy law.

3.5 Re-sellable Products.

- Products and Sales Aids shall be deemed re-sellable if each of the following elements are satisfied:
- Unopened and unused
- Packaging and labeling have not been altered or damaged

- 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
- Product expiration date is not within 90 days
- Product contains current MHG labeling. Products shall not be considered re-sellable if the company discloses prior to purchase, the products that are seasonal, discontinued, limited time offers, or special promotion products not subject to the Return Policy.

3.6 Return of Damaged or Incorrectly Sent Products

MHG will exchange products if the returned products were received by the purchaser in damaged condition or were incorrectly sent. Such products must be returned within ten (10) days of receipt. Whenever possible, returned products will be replaced with undamaged products. However, when an exchange is not feasible, the company reserves the right to issue a credit for the amount of the exchanged products.

3.7 Duty to Retain Sales Order Number

In order for the company to correctly recoup the applicable bonuses on returned products, the original sales order number from the invoice must be retained. This number must be provided to the company at the time the request for a refund is made.

3.8 Pack Return

Products purchased as a package must be returned as the entire pack.

3.9 Return Procedure

To obtain a refund for returned products or sales aids, a Business Advocate or customers must comply with these procedures:

- Approval for the return must be received prior to the return of the shipment to the Company. This approval must be obtained, either by telephone or in writing, and the actual return shipment must be accompanied by the Business Advocate or customer number.
- The company will provide the Business Advocate or Customer with the correct procedures and location for returning the products or sales aids. All return shipping costs must be paid for by the Business Advocate or Customer.

Products or Sales Aids returned to the Company without prior authorization will not qualify for a product credit or refund and will be returned to the Business Advocate or Customer at the Business Advocate or customers expense. Personalized Sales Aids are not returnable or refundable, except for personalized Sales Aids with printing errors. Such sales aids must be returned within thirty days and in conformance with the Product Return Policy.

This return/refund procedure may vary by jurisdictions where different repurchase requirements are imposed by law. Applicable laws may dictate the terms of the refund policy.

The Company may charge a \$15 fee for shipments that are refused at the point of delivery and returned to the company.

3.10 Company's Right to Recoup Unearned Bonuses

Bonuses are paid to Business Advocates based on the purchase of company products by retail customers or by Business Advocates of their Downline Organization. When products are returned, the company has the right to recoup any bonuses that were paid based on the purchase of the products that were returned. The company may recoup these bonuses by requiring Business Advocates to pay the company directly, or the Company may withhold the amount of the bonus from future bonus payments.

3.11 Returns and Commission Adjustments ("Clawbacks")

When product is returned to MHG, the commissions attributable to that product will be deducted (or "clawed back") from the commission checks of the Support Team. Business Partners are required to return products under the Company's product exchange and return policies rather than doing a credit card chargeback. All volume generated will be clawed back from all returns from any person who received volume from that purchase

Section 4 - Cancellations

4.1 Election of Cancel Agreements

A Business Advocate may cancel his/her Independent Enrollment Participation Agreement, and a Customer may cancel his/her Customer Agreement, for any reason at any time by sending a completed MHG Cancellation Form or by giving written notice to MHG bearing his/her original signature, printed name, address, ID Number and reason for canceling. The cancellation form will help insure that the accurate information necessary to process the cancellation is given to MHG corporate offices. Cancellation notices must be mailed to: MHG, 724 South 1600 West., Suite 200, Mapleton, UT 84664.

4.2 - Cancellation Refund Policy

MHG will repurchase from Business Advocates who have canceled their Enrollment Participation Agreement all product that is in re-sellable condition which were purchased by the Business Advocate from MHG within the outlines of the return policies outlined in these Policies and Procedures, at a price delineated in the refund policy which will be no less than seventy percent (70%) of the original net cost to the Business Advocate. All products or materials must be returned to MHG with

shipping prepaid by the Business Advocate in order to receive the above refund. MHG will charge back all commissions, bonuses and rebates paid by MHG relating to the purchases of those products. MHG is not responsible for any fees accrued for insufficient funds.

4.3 For Georgia Residents Only.

MHG will repurchase from Business Advocates who have canceled their Enrollment Participation Agreement pursuant to Policy13 all products, sales aids and literature which are in reasonably re-sellable or reusable condition which were purchased by the Business Advocate from MHG, at a price of but not less than seventy percent (70%) of the original net cost to the Business Advocate account to the refund policy outlines in the Policies and Procedures.

4.4 Joint Ownership of a Business

Independent Business Advocate Center of MHG may only be owned by an individual or a married couple, or by corporations, tax exempt entities or trusts that comply with MHG guidelines. If a couple who jointly own an Independent Business Advocate Center with MHG divorces, they may apply to have the Independent Business Advocate Center MHG business transferred to one of them as the sole owner. The divorced couple must submit to MHG a written request specifying to which person the Independent Business Advocate Center MHG will be transferred. The request must either contain the notarized signature of both parties or contain the notarized signature of at least one party and include a certified copy of the court approved divorce decree or property settlement that designates to which party the Independent Business Advocate Center MHG should be transferred. MHG is not bound by any such request or court decree and retains the right to approve or disapprove any such transfer request at its sole discretion. If the transfer is approved, the person to whom the Independent Business Advocate Center MHG is being transferred must sign and submit MHG a new Enrollment Participation Agreement.

4.5 One Business per Person or Couple

A Business Advocate may not own, operate or have a financial or beneficial interest, directly or indirectly, in more than one Business Advocate Center without MHG's express written approval. With regard to married couples and non-married cohabiting couples, both persons will be treated as a single Business Advocate for purposes of MHG policies. Therefore, for example, if one person owns an Independent Business Advocate Center MHG, the other person may not own, operate or have a financial or beneficial interest in a separate Independent Business Advocate Center. Additionally, if the couple jointly owns an Independent Business Advocate Center, neither person may own, operate or have a financial or beneficial interest in a separate MHG Independent Business Advocate Center. However, if two people who own separate Independent Business Advocate Centers, then get married after their original enrollment date, they may each retain ownership of their businesses.

4.6 Household Conduct detrimental to MHG's Brand and Policies.

If any Business Advocate of the Business Advocates immediate household engages in any activity which, if performed by the Business Advocate, would violate any MHG policy or any provision of the Enrollment Participations Agreement, such activity will be deemed a violation by the Business Advocate.

4.7 Business Inheritance

An Independent Business Advocate Center may be inherited by a single person, a married couple or a trust which complies with MHG's guidelines, pursuant to a valid will or other appropriate document, or in accordance with the intestacy laws of the state, province, or country in which the Business Advocate resides. A person who inherits an Independent Business Advocate Center MHG must furnish MHG with proper documentation that he/she is the beneficiary and is authorized to represent the estate. He/she must also sign a new Enrollment Participation Agreement, fulfill all of the functions of a Business Advocate and abide by the terms of MHG's Policies and Procedures.

Section 5 – Sale or Transfer of Business

5.1 Requirements

Before a Business Advocate can sell or transfer his/her Independent Business Advocate Center (except for transfers by inheritance pursuant to Policy 4.7) all of the following requirements must be met:

- Any transfer above Silver must be approved in writing by CEO and Ownership group of MHG and as being in the best interest of all parties involved, including the transferor, the transferee, MHG and the Business Advocates of the organization of the transferor.
- Completed original signed and notarized Organization Sale Request and Organization Purchase Request forms must be submitted to and accepted by MHG.
- The transferee of the business must have completed and submitted to MHG an Enrollment Participation Agreement.
- The transferee of the business has undergone, or will agree to undergo, such training and orientation as MHG may require commensurate with the size of the business being purchased.
- The transferor Business Advocate and the Independent Business Advocate Center must be in compliance with all MHG's policies and procedures of the Business Advocate Agreement for the entire twelve-month period preceding the transfer including the month in which the transfer occurs. All requested transferring positions must be in good standing with Momentous Health Global.

5.2 Request for Transfer from Original Organization.

If a Business Advocate is enrolled in error under a sponsor that was not intended, the Business Advocate must notify Business Advocate Support within 7 days of the enrollment, and Customer Support will move the Business Advocate to the appropriate Sponsor. Transfers are very rarely approved but there are two ways a Business Advocates and Customers may transfer from one MHG organization to another. All requested transferring positions must be in good standing with Momentous Health Global.

Business Advocate or Customer may cancel their MHG Independent Business Advocate Center and be inactive for a six-month waiting period. After six months of inactivity, the cancelled Business Advocate or Customer is eligible to enroll anywhere in the enrollment tree and function as a new enrollee with the ability to conduct business as any other Potential Business Advocate. Business Advocates shall not circumvent this rule by re-enrolling a business name, family Business Advocate, acquaintance, or other method to avoid waiting the six-month period.

5.3 Wait Period

Business Advocate may transfer from Business Advocate's original organization immediately, without waiting six months, but only upon fulfillment of all of the following requirements:

- The Business Advocate or Customer seeking the organization change has submitted an Organization Change form with the original signatures of the Corporate Advocate Support Team Business Advocates in the immediate enrollment tree generational links above the Business Advocates seeking for the transfer or Customer.
- The Business Advocate or Customer seeking the organization change has paid to MHG the applicable fee charged by MHG for organization changes;
- MHG has approved the change in writing, which approval MHG may withhold in its sole discretion.

Section 6 – Purchase and Sale of Products

6.1 Excess Inventory Purchases Prohibited

The MHG marketing program is built upon customer acquisition, product consumption and sales to the End Consumer. Products representing at least 70% of a Business Advocates product purchases must be sold to end consumers each month. Any device or scheme whereby a Business Advocate directly or through a third party purchases excess product solely for purposes of qualifying for bonuses or commissions constitutes fraud on the part of the Business Advocate. The Max initial purchase for any Business Advocate is under \$1000 dollars. This initial a purchase is for the Business Advocate to consume the product to be a product of the product, to sample the product to potential customers and then to sale the products that he sampled. After the initial order the max monthly personal consumption orders will be \$300. Business Advocate should not purchase product in excess of what they have a reasonable expectation of selling. Any purchase of product that exceeds \$1000 must be approved by the Chief Executive Officer.

6.2 Re-Packaging and Re-Labeling Product

Business Advocates may not repackage, relabel, refill, or alter the packaging or label on any MHG product, information, material, or program in any way. MHG products must be sold in their original containers.

6.3 Store front Sales

MHG is in strong support of home-based businesses and personal product presentations. To maintain a standard of fairness, Business Advocates may not display or sell MHG products in any retail or service establishment. But you can have, MHG products in the offices of health care practitioners who are licensed to practice their profession.

Section 7 – Commissions

7.1 Commission and Business Reports

Commission and bonuses are generally transferred by MHG to Business Advocates on or before the 7th and 21st of the month for commissions and bonuses earned during the previous commission period. The minimum commission amount is \$30. Commission and bonus which remain unredeemed for more than 180 days will not be honored.

7.2 Commissions Errors

Business Advocates should notify MHG immediately of any errors or questions about commissions, bonuses, business reports, orders or charges. MHG will correct any errors reported to it within 60 days, but MHG will not be responsible for any errors, commissions or problems not reported within 60 days.

Section 8 – Marketing

8.1 No Restrictions on International Marketing

Business Advocates may enroll Customers and Business Advocates in any country or jurisdiction currently opened for business by MHG. Business Advocates and Customers may not ship or sell MHG products across any international border for the purpose of resale.

8.2 Service Mark, Trade Mark and Trade Name Restrictions

Customers and Business Advocates may not use, reproduce or disseminate the MHG trade name or logo or any MHG trademark or service mark except in the use and dissemination of literature published and made available by MHG and except on stationery and business cards produced and authorized by MHG. This includes, but is not limited to, the formatives “MHG” and “MYMHG,” the logo, and all marks or slogans designating products or services offered by MHG.

Rules regarding advertising, internet usage and sale of materials, advertisements, literature, websites, sales aids, displays, and any other published material that bears the MHG logo or name must be approved by MHG compliance to have your materials reviewed by Compliance, please send them to compliance@momentoushealthglobal.com. Additionally, we want to make sure there is never any confusion over which sites are corporate sites. For consistency we have created a banner that should be placed on any site that contains the name MHG. The banner may be found in the back office. Please make sure the banner is prominent and above-the-fold on your page.

Business Advocates may not:

- Create, publish, sell, use, display or distribute any literature, audio or video recording, internet web site, telephone ad message, internet bulletin board message, mass or bulk email message, (including auto-response messages) infomercial or other print, audio, visual, electronic media or social networking sites which represents MHG, its products, services, Compensation Plan or business opportunity other than as specifically permitted pursuant to this Policy and MHG guidelines on internet usage or that which is produced and provided by MHG;
- Copy or reproduce any materials produced by MHG except as specifically permitted pursuant to this policy;
- Use the MHG name or logo or the name or logo of any of MHG’s products or services in any notice, display, advertisement or promotion, including, but not limited to, newspaper, magazine, radio, television or internet or email advertisements, or telephone, internet or other directories (except a Business Advocate may have a directory listing in the following format: “MHG Independent Business Advocate—[name of Business Advocate]”);
- Display, advertise or promote MHG products, services or business opportunity at county fairs, craft fairs, business fairs, trade shows, flea markets or any

similar event, including the use of booths, without the express prior written approval of MHG;

- Charge for MHG-related meetings performed or arranged by a Business Advocate except to the extent necessary to cover the actual out-of-pocket expenses incurred.
- Publish a price for any product that is less than the published price offered by MHG on its website.
- Business Advocates are prohibited from using Google Ads or anything similar.

Business Advocates may use websites and email messages only in accordance with MHG Guidelines on Internet Usage as the same are published on MHG website, and which may be revised and modified from time to time at MHG sole discretion. MHG will take reasonable measures to publish notice of any changes to the guidelines on its website, however it is the Business Advocates responsibility to review these guidelines periodically to be informed of and comply with any change

MHG will have the right, in its absolute discretion, to require that any MHG related website be taken down and that any MHG related email message be discontinued. A Business Advocate's failure to comply with any provision of this policy may result in forfeiture of commissions and bonuses, fines, and/or in termination of the Employment Participation Agreement.

8.3 No Modification to MHGs business structure

MHG's Business Advocates will not modify MHG's compensation plan, products or other programs, or otherwise market those programs in a way that is inconsistent with MHG's. Business Advocate's cannot offer the MHG's opportunity with any other system, program, or method of marketing unless approved by MHG.

8.4 Income Claims

Business Advocates are prohibited from making false, misleading or inaccurate claims about their or other persons compensation received under the MHG's Compensation Plan.

8.5 Company warranties and product claims

Business Advocates may not use Official MHG Material which is approved for use in one country to make product claims or promote MHG products in another country. Business Advocates may not make any product claims, weight loss or health benefit claims, or product warranties other than those published in Official MHG Material. Business Advocates shall not publish or distribute information relating to uses of MHG products other than those which are set forth in Official MHG Material.

8.6 Corporate Media Stance

MHG has the standing policy to have corporate spokespeople handle all inquiries from the media and all media relations. Therefore, Business Advocates may not, for

any reason, discuss their Independent Business Advocate Center business with the media, nor act as spokespersons for MHG nor talk to the media regarding MHG, its Compensation Plan, its products or services. It is a violation of this Policy to provide any information to the media, regardless of whether the information is positive or negative, accurate or inaccurate. All inquiries from the media (whether radio, television or print) must be managed by MHG.

8.7 Ethical Sales Practices.

Business Advocates shall:

- Present the business opportunity in a manner which is consistent with official MHG marketing material and Policies and Procedure.
- Conduct themselves in a professional, courteous and considerate manner.
- Represent MHG's business model and products in a sincere and honest manner and will honor MHG's, Customer Satisfaction Guarantee.
- Represent the MHG Compensation Plan only as prescribed by Official MHG Document.
- Become familiar with and use business building strategies, MHG Compensation Plan, Policies & Procedures, and other materials as prescribed by MHG; present the MHG opportunity in a manner which is consistent with Official MHG Material.
- Provide training, motivation and support to Business Advocates in their organization...

Business Advocates shall not:

- Violate or circumvent MHG's Policies and Procedures
- Engage in any deceptive, unlawful, or unethical business or recruiting practice
- Use any form of undue influence to encourage high pressure selling or recruiting practices
- Enroll minors or persons who are not capable of making an informed decision with respect to entering into a Customer Agreement or Enrollment Participation Agreement
- Order products for other Customers or Business Advocates without the express permission of such persons.

Requirement to provide, review and sign the Policies and Procedures before joint MHG. Business Advocates shall provide to and review with the prospective Business Advocate a current copy of MHG's Policies and Procedures document.

8.8 Obligations of Independent Business Advocate or Contractors

As an independent Business Advocate or contractor, it is a Business Advocates responsibility to:

- Abide by any and all federal, state, provincial, county and local laws, rules and regulations pertaining to the acquisition, receipt, holding, selling, distributing or advertising of MHG's products and services and the promotion of the MHG business opportunity

- At the Business Advocate's own expense, make, execute or file all such reports and obtain such licenses as are required by law or public authority with respect to his/her MHG Independent Business Advocate Center and/or the receipt, holding, selling, distributing or promoting of MHG's products.
- Be solely responsible for declaration and payment of all local, state, provincial, federal and general sales taxes and fees as may accrue because of the Business Advocates activities in conjunction with his/her Independent Business Advocate Center.
- Supply all of his/her own equipment and tools for operating his/her business, such as telephone, transportation, professional services, office equipment, and office supplies
- Provide his/her own place of business and determine his/her own work hours.

Section 9 - Compliance

9.1 Business Advocates are not Corporate Representatives

Business Advocates are not corporate representatives of MHG and are not authorized to incur any debt, expense or obligation on behalf of or for MHG, nor bind MHG to any agreement or contract.

9.2 Corrective Measures

All of the policies and procedures, the provisions of the Independent Enrollment Agreement and any other agreements entered into by and between MHG and Business Advocates are material terms to the agreement between MHG and Business Advocates. A Business Advocates violation of any of the terms and conditions of any of these agreements or Policies and Procedures or any illegal, fraudulent, deceptive or unethical conduct by a Business Advocate may result, at MHG's discretion, in one or more of the following corrective measures:

- A written warning or admonition
- Suspension of his/her Independent Enrollment Participation Agreement for one or more months.
- Cancellation of his or her Independent Enrollment Participation Agreement;
or
- Any other measure expressly stated within the Policies and Procedures or any provision of the Business Advocates Agreement. MHG has the right to withhold from a Business Advocate all bonuses and commissions during the period that MHG is investigating the alleged violations of policy of the Business Advocate. If a Business Advocates Independent Enrollment Participation Agreement is canceled due to a violation preceding the investigation, the Business Advocate will not be entitled to any commissions or bonuses withheld by MHG during the investigation period.

9.3 Forfeiture of Rights to Bonuses and Commissions

So long as a Business Advocate is complying with all policies and Procedures and the Independent Enrollment Participation Agreement, MHG is obligated to pay commissions and bonuses to such Business Advocate in accordance with the Compensation Plan. A Business Advocate's commissions and bonuses constitute the entire consideration for all the Business Advocate's efforts in generating sales, and the Business Advocate's right to receive commissions and bonuses from MHG constitutes the entire value attributable to the Business Advocate's Marketing Organization. Following a Business Advocate's resignation or voluntary or involuntary cancellation of his/her Independent Enrollment Participation Agreement, such former Advocate shall have no right, title, claim or interest to the Marketing Organization. The former Business Advocate shall have no claim for compensation for the Marketing Organization or for bonuses or commissions stemming from sales generated within or by the Marketing Organization or for bonus amounts held in escrow by MHG. Following voluntary or involuntary cancellation of his/her Independent Enrollment Participation Agreement, the former Business Advocate shall not hold himself/herself out as a MHG Business Advocate and shall not have the right to sell MHG product or services.

9.4 Leadership and Company Support functions

Business Advocate's compensation is based on sales of product to the end consumer to qualify for this compensation, Business Advocate's have the ongoing responsibility to promote the MHG products and business opportunity, to support MHG's Policies and Procedures, programs and personnel, and to service, supervise, motivate and train the Business Advocate's in their Organization to sell and market MHG products and promote the MHG opportunity. Any effort by a Business Advocate to convince or entice any Customer or Business Advocate to discontinue or diminish purchasing MHG products, to move from one MHG Organization to another, to discontinue or diminish efforts to promote the MHG business opportunity, or to promote or pursue another direct selling opportunity is a violation of the Business Advocate's leadership responsibility and a violation of this policy.

9.5 Cross Recruiting or Cross-Enrolling

Actual or attempted cross recruit/cross-enrolling is strictly prohibited. Cross-recruiting/"Cross-enrolling" is defined as the enrollment or attempted enrollment of an individual who or entity that already has a current Business Advocate's position or Customer Agreement on file with MHG.

9.6 Non Disparagement Business Advocate's

Non Disparagement Business Advocate's must not make disparaging remarks about MHG, its products, compensation plan, employees, or owners. In the event that Business Advocate violates this provision, Business Advocate's shall pay, as liquidated damages, the amount of \$15,000 for each such breach. Business Advocate's acknowledges that the actual damages likely to result from breach of this section

are difficult to estimate and would be difficult to prove. The parties intend that payment of liquidated damages would serve to compensate Company for any such breach under this section, and they do not intend for it to serve as punishment for any such breach by Business Advocate.

9.7 Trade Secrets and Proprietary Information.

When signing the Enrollment Participation Agreement, the Business Advocate acknowledges that all information which is contained in the Business Advocates Back Office, including names, addresses and telephone numbers of Business Advocates and Customers, and all identifying information relating to other Business Advocates or Customers that the Business Advocate became aware of while conducting MHG business in any way or while attending MHG related events, is MHG proprietary trade secret information.

The Business Advocate agrees not to disclose such information to any third party (except to existing or prospective MHG Business Advocates or Customers for the purpose of promoting MHG products and business opportunity) or to use such information for the purpose of promoting any other business opportunity at any time, whether during the term of his/her association with MHG or thereafter. The Business Advocate acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of these Policies and Procedures will result in irreparable damage to MHG and to Independent Business Advocate Center/Owners. MHG and its Business Advocates will be entitled to injunctive relief to prevent violation of this policy. If litigation or arbitration is required to obtain injunctive relief or to recover damages, the prevailing party shall be entitled to an award of attorney's fees and expenses.

9.8 Conflicts of Interest and Non Solicitation

Business Advocates are independent contractors and may be active in other business ventures while they are Business Advocates for MHG. However, to qualify for compensation under MHG's Compensation Plan, Business Advocates have the ongoing responsibility to service, supervise, motivate, train and assist the Business Advocates in their Organizations. They also have the responsibility to promote MHGs products and the MHG opportunity. MHG and its Business Advocates have made a great investment in the establishment of organizations consisting of Customers and Business Advocates. This constitutes one of MHGs most valuable assets. MHG reserves the right to cease paying compensation to any Business Advocate who recruits any MHG Customer or Business Advocate to participate in another business venture. In order to protect the efforts of all Business Advocates in building and maintaining their individual Organizations and Customer bases, and in order to protect MHGs interest in the overall Customer base, Business Advocates and all Business Advocates of their immediate household are required to abide by the following policies:

- a) Non-Solicitation of MHGs, Customers and Business Advocates

- b) During the period their Enrollment Participation Agreements are in force, Business Advocates and all Business Advocates of their immediate household are prohibited from directly, indirectly or through a third party recruiting any MHG Customers or Business Advocates to participate in any other business venture within the Wellness and Anti-Aging space that MHG is established under.
- c) For a period of twelve months after cancellation or termination for any reason of a Business Advocates Enrollment Agreement, the Business Advocate and all Business Advocates of his or her immediate household are prohibited from directly, indirectly or through a third party recruiting to participate in any other business venture by any MHGs Customers or Business Advocates.
- d) Who were in the Business Advocates Marketing Organization or Support Team at any time during the term of his or her association with MHG
- e) With whom the Business Advocate had contact during the term of his or her association with MHG;
- f) Whose contact information (name, address, phone number or email address, etc.) the Business Advocate or Business Advocates of his or her Immediate Household has obtained at any time during the term of his or her association with MHG; or
- g) Whose contact information (name, address, phone number or email address, etc.) the Business Advocate or Business Advocates of his or her immediate household obtained at any time from another person who obtained the information because of any other person's association with MHG.
- h) The prohibitions under clauses (c)(d) and (e) above include but are not limited to, presenting or assisting in the presentation of other business ventures to any MHG Customer or Business Advocates or implicitly or explicitly encouraging any MHG Customer or Business Advocate to join any other business venture. It is a violation of this policy to recruit a MHG
- i) Customer or Business Advocates to participate in another business venture even if the Business Advocate does not know that the prospect is also a MHG Customer or Business Advocate. It is the Business Advocates responsibility to first determine whether the prospect is a MHG Customer or Business Advocate before recruiting the prospect to participate in another business venture. (Please refer specifically to the definition of "recruit" in the Definitions of Terms at the end of these Policies and Procedures)

During the period that their Employment Participation Agreements are in force, and for a period of twelve months after the cancellation or termination thereof for any reason, Business Advocates and all Business Advocates of their immediate household are further prohibited from the following:

- a) Producing any literature, tapes or promotional material of any nature (including but not limited to websites and emails) which could be used by Business Advocates or any third person to recruit MHG Customers or Business Advocates to participate in another business venture;
- b) Selling, offering to sell, or promoting any competing products or services to MHG Customers;

- c) Offering any non MHG products, services or business ventures in conjunction with the offering of MHG products, services or income opportunity or at any MHG meeting, seminar, launch, convention, or other MHG function.
- d) Violation of any provision of this Policy 3.2 constitutes a Business Advocates voluntary resignation and cancellation of his/her Employment Participation Agreement, effective as of the date of the violation, and the forfeiture by the Business Advocate of all commissions or bonuses payable for and after the week in which the violation occurred.
- e) If MHG pays any bonuses or commissions to the Business Advocate after the date of the violation, all bonuses and commissions for and after the week in which the violation occurred shall be refunded to MHG.
- f) MHG may seek and obtain from the violating Business Advocate both injunctive relief and damages for violations of this Policy 5.4. MHG, may, at its option, elect to enforce this Policy by lawsuit in a court of competent jurisdiction in Utah rather than by arbitration.
- g) In addition to being entitled to a refund of bonuses and commissions and to damages as described above, in the event a person or entity violates this Policy 5.4, MHG and any Business Advocate that experiences an adverse financial impact as a result of such person's or entity's violation of this Policy 5.4 shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or other benefits which the person or entity directly or indirectly receives and/or may receive as a result of, growing out of, or in connection with any violation of this policy. Such remedy shall be in addition to and not in limitation of any damages, or injunctive relief or other rights or remedies to which MHG is or may be entitled at law or in equity.

Violations of Policy 5.4 are especially detrimental to the growth and sales of other MHG Independent Business Advocate Center and to MHGs business. Consequently, Business Advocates who have knowledge that any Business Advocate has violated this Policy must immediately report that information to MHG Compliance Department. The failure of a Business Advocate to report such information to MHG will also constitute a violation of this Policy. The names of those reporting violations of this Policy 5.4 will be held in confidence.

9.9 Amendments

Amendments to Compensation Plan, Statement of Policies, and/or Independent Enrollment Participation Agreement. Upon notification to Business Advocates, MHG may, at its sole discretion, amend the Compensation Plan, Policies & Procedures, Definitions of Terms and/or the terms of the Independent Enrollment Participation Agreement and any other agreements entered into by and between MHG and the Business Advocates. By signing the Independent Enrollment Participation Agreement, Business Advocates agree to abide by any such amendments. The continuation of an MHG Independent Business Advocate Center or a Business Advocates acceptance of commissions and/or bonuses from MHG constitutes his/her acceptance of any such amendments. Business Advocates will be bound by the most current versions of the Compensation Plan, the Policies and Procedures, the glossary of Terms, the Independent Enrollment Participation Agreement and

any other agreements entered into by and between MHG and the Business Advocates.

Section 10 – Glossary of Terms.

The following terms will have the meanings set forth herein when used in MHG Policies and Procedures, Compensation Plan and/ or Independent Enrollment Participation Agreement and other official MHG material.

Compensation Plan - The plan offered by MHG that sets forth the compensation provided to Business Advocates for the continuing building, promoting, training, motivation, servicing and development of their Independent Business Advocate Centers.

Customer - A person who has an Enroller, has completed, executed and delivered to MHG a Customer Agreement.

Customer Agreement - The agreement which must be completed, signed, received and accepted by MHG before a person may become a Customer. For online enrollments, the signature occurs by checking the box agreeing to the MHG Policies and Procedures.

Customer ID Number - A unique number assigned by MHG to each Customer to facilitate internal record keeping by MHG with respect to the Customer.

End Consumer - A person who purchases MHG products for the purpose of consuming them rather than for resale to someone else.

Enroll - To enlist, sponsor or sign up an individual or entity as a Customer or Business Advocate.

Enrollee - A Customer or Business Advocate.

Enroller - The Business Advocate who is listed on the Customer Membership Agreement as the Enroller.

The Enroller must be the person who introduced the new Customer or Business Advocate to MHG and helped him/her become a Customer or Business Advocate, or who played an active role in the presentation of MHG's products or business opportunity to the new Customer or Business Advocate.

Immediate Household - Married couples and persons residing in the same home, and with respect to Business Advocates and Customers which are entities (e.g., corporations, tax exempt entities, trusts, etc.) rather than individuals, Immediate Household means the shareholders, owners, directors, officers, trustees, responsible parties, etc. of such entities and persons married to or residing in the same home with the persons who are the shareholders, owners, directors, officers, trustees, responsible parties, etc. of such entities.

Independent Enrollment Participation Agreement - The agreement which must be completed, signed, received and accepted by MHG) as one of the prerequisites to becoming a Business Advocate. For online enrollments, the entire enrollment process is considered the Independent Enrollment Participation Agreement.

MHG Independent Business Advocate Center - The business organization consisting of a Business Advocate and those persons and entities that purchase MHG products or generate sales of MHG products from which the Business Advocate is entitled to receive commissions.

Business Advocate - A person who has an Enroller, has completed, executed and delivered to MHG an Independent Enrollment Participation Agreement.

Marketing Organization - The Customers and Business Advocates who comprise the group of individuals or entities from which the Business Advocate is entitled to receive commissions based upon the collective sales volume of the group and the status of certain Business Advocates within the group pursuant to the Plan of Compensation.

Official MHG Material - Material in any form which is authorized, published, and disseminated by MHG. This includes, but is not limited to, printed material, audio and visual materials, satellite broadcasts, electronic communications and internet communications.

Personal Enrollee - An Enroller's Enrollee to whom the Enroller has personally introduced MHG and/or has played an active role in the presentation of MHG products or business opportunity.

Recruit - To attempt to enroll, enlist, or solicit an individual or entity to join a business, program or organization; or to attempt to promote, influence or encourage an individual or entity to join a business, program or organization; or to present, or participate or assist in the presentation of, a business, program, organization or its products. To constitute recruiting, such efforts or attempts may be performed either directly through personal contact or indirectly through a third party.

Policies and Procedures - The policies published by MHG, as amended from time to time, which set forth, among other things, the requirements for operating an MHG Independent Business Advocate Center.

High Rank - The highest rank ever achieved with MHG.

Upline - The Business Advocates above an individual in a Marketing Organization who have the potential to receive commissions based upon the purchases of such individual.