

RULES & REGULATIONS

UNITED STATES

RULES & REGULATIONS

As an Independent Distributor (hereinafter “distributor”) of Wellness International Network, Ltd. (“WIN”), it is your responsibility to understand and comply with all Rules, Regulations, Policies and Procedures (hereinafter, the “Rules & Regulations”) set forth in your distributor guidelines (*the WIN System for Success*) or that may be published by WIN. WIN reserves the right to amend these Rules & Regulations by publishing amendments in writing as it deems appropriate in official WIN literature.

WIN honors all international, federal, state and local regulations governing multi-level marketing and requires every distributor to do the same. It is very important that you read the information in this section. To the extent anything herein is inconsistent with any applicable law, such applicable law shall govern.

Review the Professional Ethics and the Rules & Regulations often. Make them a part of your planning.

Remember: *There are many opportunities in WIN, but only one WIN opportunity; and that opportunity is available ONLY to those who maintain the high standards of professionalism and ethical conduct required to win with WIN.*

TABLE OF CONTENTS

Professional Ethics	2
Distributor Status	2
Sponsorship and Training; WIN’s Remedies; Terms of Termination	7
Trademarks, Literature and Advertising	11
Payment Overrides, Royalties and Bonuses	14
Purchase and Sale of Product	15
Refund Policy	19
General Provisions	21
Alphabetical Listing of Rules and Regulations	25

A. PROFESSIONAL ETHICS

As a distributor of Wellness International Network, I hereby promise and agree that:

- I will be honest and fair in all my dealings while acting as a distributor of WIN.
- I will respect the time and privacy of the people I contact to become retail customers or distributors of WIN. I will be courteous and respectful to every person contacted in the course of my WIN business.
- I will perform all my professional activities in a manner that will enhance my reputation and the reputation of WIN.
- I will fulfill my leadership responsibilities as a sponsor, including training and otherwise supporting distributors in my sales organization.
- I will not engage in any deceptive or illegal practice.
- I will not make diagnostic, therapeutic or curative claims for WIN nutritional products, nor will I make any claims not contained in official company literature. I will represent only that “each body is unique and responds uniquely to nutritional supplementation,” remembering that even my personal experience of nutritional benefits may be interpreted as an “extension of labeling claims” if I use those experiences as a sales device.
- I will make no income claims or representations, remembering that ideal projections of the WIN Compensation Plan are unrealistic. No network grows in a perfect geometric progression, and it is therefore impossible to predict incomes. Further, a WIN distributor’s success depends on many variables, such as amount of time committed to his/her business, organizational ability, etc., and therefore, earnings are not guaranteed.
- I understand and agree that I am solely responsible for all financial and/or legal obligations incurred by me in the course of my business as a distributor of WIN products and/or services, including self-employment taxes, income taxes, sales taxes, license fees, etc.
- I understand and agree that American capitalism is one of the most competitive economic systems in the world; I will compete aggressively but fairly, and I will respect the professionals of other network marketing companies. I will not solicit from the proprietary rolls or “genealogical” printouts of other network marketing companies. I will not use sales materials or professional associations that may be regarded as proprietary by other companies.
- I will make every effort to assure the adequate training of distributors I sponsor. “Adequate training” shall include (but not be limited to) education regarding the WIN Rules & Regulations, Compensation Plan, product information, sound business practices, sales strategies and ethical behavior.
- I will make every effort to maintain an ongoing, professional, leadership association with distributors in my organization for the purposes of communicating, training and motivating.

B. DISTRIBUTOR STATUS

B-1 Becoming a Distributor. An applicant becomes a distributor of WIN when both of the following requirements are completed:

- 1) The applicant purchases, at cost, a Success Kit which includes resources and sales materials to help grow your business.
- 2) The applicant executes a Distributor Application and Agreement Form (“Distributor Agreement”), and the Distributor Agreement is accepted by WIN.

WIN may, in its sole discretion, conduct background checks of any applicant executing a Distributor Agreement. WIN reserves the right to decline any Distributor Agreement.

The Distributor Agreement incorporates, by reference for all purposes, the Rules & Regulations. Therefore, unless otherwise expressly stated to the contrary herein, all references to the Rules & Regulations shall also refer to the terms and conditions of the Distributor Agreement and vice versa.

*Optional in North Dakota

- B-2 No Purchase Required.** No person is required to purchase any WIN product or service. The only purchase required of distributors is the purchase of the Success Kit which includes resources and sales materials to help grow your business.
- B-3 Distributor Rights.** Subject to compliance with their obligations under these Rules & Regulations, all distributors have the rights afforded hereunder, including the right to purchase and resell WIN products, participate in the WIN Compensation Plan, and to sponsor distributors into the Compensation Plan; provided, however, that some or all of the rights as a distributor are subject to forfeiture or termination by WIN for failure to comply with all of these Rules & Regulations.
- B-4 Legal Age.** Distributors must be of legal age in the state or country of their residence.
- B-5 Married Couples.** Couples who are married at the time they become distributors must share a single distributorship entity. In order for an Applicant's spouse to be recognized as a distributor and/or act on behalf of the distributorship entity, they must be named on and sign a Distributor Application and Agreement. Distributors who marry after they are already distributors may maintain separate distributorships. When a couple sharing a distributorship entity divorces or separates, WIN will continue to pay commission earnings as before the divorce or separation until it receives a notarized (or signed in the presence of a WIN Corporate Representative) written notice, signed by both parties or by a certified court decree or order, specifying how future commission earnings should be paid. Nothing herein shall prohibit WIN from interpleading any commission earnings into the registry of a court of competent jurisdiction in the event WIN believes a dispute exists as to payment of commission earnings and it perceives that it is in jeopardy of being responsible for the payment of more commission earnings than are owed. Upon a divorce, subject to a divorce decree or court order, a divorced spouse has the option to commence a distributorship in a first generation position directly under his/her sponsor beginning with the effective date of the divorce. If such option is elected, such spouse is not subject to the six (6) month waiting period requirement outlined in **Rule C-6 Voluntary Resignation**.
- B-6 Simultaneous Interests.** Distributors and/or their spouses may not have simultaneous beneficial interests in more than one distributorship entity until they are permitted to commence a second distributorship, according to the existing WIN Compensation Plan.

At WIN's sole discretion, a higher rank and effective date may be granted.

- B-7 Corporations, Partnerships and Trusts.** Corporations, partnerships (general or limited), limited liability companies and/or trusts may be signed as distributors of WIN ONLY when a Distributor Agreement is executed by an authorized individual and forwarded to WIN, along with:

- 1) Proof of a Federal ID number (no filing receipts accepted).
- 2) A notarized (or signed in the presence of a WIN Corporate Representative) copy of the Corporation, Partnership, Trust, LLC or DBA form.
- 3) Any other documentation reasonably required by WIN.

At any time WIN can request additional information at its sole and absolute discretion. Such documentation could consist of but not be limited to: Articles of incorporation, partnership agreement, operating agreement, trust documents, a complete list of all directors, officers and shareholders involved in the corporation, a disclosure of all gen-

eral and limited parties for partnerships, and a list of all members and managers for limited liability companies.

A distributor may change an existing distributorship to a corporation, partnership (general or limited), limited liability company or trust by submitting to WIN a notarized Information Change Notice, pursuant to Rule B-20 Account Information Changes, accompanied by copies of the documents listed above in items 1 through 3. All documents must reflect the same name(s) and address that is on record with WIN. Pursuant to Rule D-1 Trademarks, distributors may not use the name Wellness International Network, Ltd., or use any of two (2) or more of our company/product/service names or any combination of the names, when identifying their DBA, corporations, partnerships, limited liability companies or trusts.

Should there be a change in the directors, officers, shareholders, members, managers, trustees, executives or partners of any given corporation, partnership, trust or limited liability company, WIN will continue to pay commission earnings as before the change until it receives a notarized written notice, signed by all parties, or by a certified court decree or order, specifying how future commission earnings should be paid. Nothing herein shall prohibit WIN from interpleading any commission earnings into the registry of a court of competent jurisdiction in the event WIN believes a dispute exists as to payment of commission earnings and it perceives that it is in jeopardy of being for the payment of more commission earnings than are owed.

No distributor may have a beneficial or financial interest in any distributorship entity in which they or their spouse serve or hold a position as an officer, director, shareholder, partner, member, manager, trustee or executor; provided, however, this prohibition shall not apply to any officer, director, member, manager, trustee or executor who does not receive and is not eligible for any financial compensation in such capacity and verifies such fact through documentation reasonably satisfactory to WIN.

B-8 Assumed Names. A person or entity may apply to become, and/or be recognized as, a distributor using an assumed name only after completing WIN's DBA form accompanied by the appropriate documents. Pursuant to Rule D-1 Trademarks, distributors may not use the name Wellness International Network, Ltd., or any combination of the name thereof, when identifying their distributorships and/or training centers. Phone numbers and domains names can not be used as a published by name. Additionally, only individuals listed on the distributorship will be recognized. WIN reserves the right, at its sole discretion, to determine if the proposed business name violates this policy.

B-9 Annual Renewal. Distributors must renew their distributorship(s) annually. The annual Renewal Application and fee is due on the anniversary month of the distributor's enrollment date. WIN will mail Renewal Applications to all distributors just prior to the distributor's anniversary month, however, distributors have the ability to complete their renewal online by going to the Account Maintenance menu of WINAccessOnline. The Renewal Application should be carefully reviewed and executed by each member of the distributorship(s). Renewal Applications must be executed online or returned to WIN before the last day of the anniversary month. Any distributor who does not submit the appropriate paperwork and fee by the last day of their anniversary month shall be deemed as having voluntarily terminated their distributor status with WIN and thus will be subject to the terms of **Rule C-6 Voluntary Resignation**.

A Distributorship is valid for one (1) year from the date this Agreement is signed, if accepted by WIN. Distributors are required to apply to renew their Distributorship annually in order to maintain their status as a Distributor as well as any rights and privileges of the Distributorship, according to the following terms and conditions.

Each Distributor must complete and submit a Renewal Application and pay the applicable Renewal Application Fee in order to apply to renew this Agreement. Submission of the Renewal Application and payment of the Renewal Application Fee is due one (1) year from the date of the signing of the original Agreement, and, as applicable, on each anniversary of that date. All Distributors are required to pay the Renewal Application Fee. The annual Renewal Application Fee is payable to WIN.

WIN has absolute discretion to deny any Renewal Application from any Distributor, for any reason or no reason at all. In the event that WIN denies a Renewal Application, the Distributorship will be terminated, and the Distributor will no longer have the rights and privileges of a Distributor. If a payment has been made, it will be refunded, unless applied to an outstanding debt of the Distributor, along with a written notice of the rejection from WIN.

In the event that a Distributor does not submit a Renewal Application and pay the Renewal Application Fee by the date due, then the Distributor forfeits his rights and benefits as of that date and WIN may automatically terminate the Distributorship without notice.

As stated in **B-20 Account Information Changes**, it is the distributor's responsibility to ensure that their account information is correct and current. If distributors do not receive a Renewal Application by mail, it is their responsibility to contact WIN immediately to receive a duplicate form. **WIN will not be held responsible for renewal notices that are returned for change of address reasons.**

B-10 Independent Contractor Status. All distributors are independent contractors. They are not franchisees, joint ventures, partners, employees, representatives or agents of WIN. Distributors are strictly prohibited from stating or implying, whether orally or in writing, that they are franchisees, joint venturers, partners, employees, representatives or agents of WIN. Except as otherwise expressly provided herein, WIN may not control or in any other way execute dominion or control over a distributor's business. Distributors are prohibited from soliciting communication, whether orally or in writing, to WIN's corporate vendors, product developers and former staff members. Distributors have no authority to assume, create or bind WIN to any obligation, nor shall any distributor issue or cause to be issued any statements, writings or documents under the name of WIN, but rather shall use their own name for such purposes. Likewise, distributors should avoid using the WIN Corporate address, phone number or fax numbers in any print or electronic media and should not represent their training center as an extension of the WIN Corporate Office when marketing their business. This policy applies to, but is not limited to, all business cards, letterhead, and stationery; telephone greetings and/or messages; and all advertising materials. All training centers using the WIN trade names and/or logos should always be represented as independent training centers of Wellness International Network, Ltd.

B-11 Indemnity Agreement and Attorneys Fees. Each and every distributor agrees to indemnify and hold harmless WIN, its partners, officers, agents and directors against any claim, demand, liability, loss, cost or expense including, but not limited to, attorney's fees, arising or alleged to rise, in connection with that distributor's WIN business or that distributor's activities as a WIN distributor. In addition to, but without waiving the foregoing, if WIN incurs attorneys fees in order to enforce any of the terms of the Distributor Agreement, including these Rules & Regulations, due to a distributor's failure to abide by the terms of the Distributor Agreement (including these Rules & Regulations) or is in default thereunder, then in such event, such distributor agrees to reimburse to WIN its reasonable attorney's fees, costs, and disbursements incurred. The reimbursement of the fees, costs and disbursements shall not be conditioned upon the commencement of litigation. If litigation is commenced, to the extent WIN is prevailing party, it will be entitled to reimbursement from the distributor of its reasonable attorneys' fees, costs and disbursements incurred, including fees, costs and disbursements incurred in any and all post-trial matters and appeals therefrom. WIN reserves the right to debit directly the distributor's commission and bonus account for all legal fees and costs incurred by WIN.

B-12 WINAccess.com and MyWINWebPage. All distributors are automatically enrolled in WINAccess, a back office website for distributors, and MyWINWebPage ("MWWP"), a customizable website for distributors.

WINAccess users can enroll distributors, check volume status information, monitor organizational statistics, place and track orders, send and receive e-mail messages, view online training presentations and download current forms at any time, day or night.

WIN retains ownership of all generated information, as well as the report itself, therefore all rules for usage of report must follow protocol as stated in Rule D-6 Company Literature.

MyWINWebPage terms and use conditions are incorporated into the Distributor Agreement.

B-13 Taxation. It is acknowledged that WIN distributors are only independent contractors, entitling them to resell products that they purchase from time to time from WIN. As distributors, they will be treated as self-employed and not as employees of WIN for federal, state and local tax purposes. They will be required to file all returns and reports required by state, federal or any governmental taxing authorities, including (if necessary) declarations of estimated income

tax, sales tax returns and income tax returns, and to pay all governmental, federal, state and local taxes arising from activities as WIN distributors, including income, sales, use, service, occupation, excise, gross receipts, property and self-employment taxes.

- B-14 Legal Compliance.** All distributors shall comply with all federal and state statutes and regulations and local ordinances and regulations concerning the operation of their business. Similarly, distributors doing business in foreign jurisdictions in which WIN's products and opportunity are lawful and proper, are required to comply, in all respects, with the laws of such foreign country. All distributors are responsible for their own managerial decisions, activity of any agent(s) acting on behalf of their distributorship entity and expenditures, including all estimated income and self-employment taxes. At the end of each calendar year, WIN will issue an IRS Form 1099 for distributors as required by law. At the time of this printing, Internal Revenue Code states that any distributor of WIN receiving at least \$600.00 in services (including materials and products), prizes and/or awards (including incentive based trips), or other income must be issued a Form 1099-MISC. In addition, Form 1099-MISC must be used to report direct sales of at least \$5,000 of consumer products to a buyer for resale, regardless of income earned.
- B-15 WIN Identification Number.** All distributors will be issued their own PERSONAL D.I.N. (Distributorship Identification Number) and will use this in all future transactions with WIN. Distributors doing business in foreign jurisdictions, in which WIN's products are lawful and proper, are required to comply, in all respects, with the laws of such foreign country.
- B-16 No Exclusive Rights or Territories.** There are no exclusive rights or territories for marketing or recruiting purposes, nor shall any distributor imply or state that he or she does have an exclusive territory or any exclusive rights whatsoever. However, WIN reserves the right, at its sole discretion, to grant an exclusivity agreement for a right or territory or both for any market, to include both WIN approved and non-WIN approved countries. A separate agreement is required to allow such rights. Except as provided for in **Rule D-1 Trademarks**, no distributor shall utilize the name "Wellness" and the name of the country, territory, city, state and/or region in identifying their business entity (i.e. Wellness Nigeria). WIN reserves the right, at its sole discretion, to determine if said name violates this policy.
- Subject to compliance with these Rules & Regulations, any distributor shall have the right to open a training center or other business establishment for the purpose of training distributors and potential distributors in the WIN business opportunity, and the responsibility for all training conducted at such establishments shall be vested solely in and with the distributor(s). There shall be no geographical prohibitions imposed upon the opening and maintenance of such establishments, irrespective of the location of existing (and potentially competitive) establishments.
- B-17 Other Products.** Distributors are prohibited from selling or promoting the products or services of any non-WIN related company to WIN distributors. No distributor shall have the right to use WIN-sponsored mediums, electronic or otherwise, for the sale or promotion of such products. WIN may enforce this provision in law or equity by seeking injunctive relief, damages or other legal remedies such as WIN sees fit.
- B-18 Cross Group Buying/Selling.** So as to receive credit for Royalties, Bonuses and advancement, distributors are prohibited from engaging in cross group buying/selling. This is the process by which distributors buy products from, or sell products to, distributors other than those which are considered authorized as defined in the WIN Compensation Plan. While no distributor may buy products outside of their own line, only distributors at the Member level may obtain WIN products from their first Primary and Secondary Upline Bronze. All other distributors (at the rank of Bronze or above) may only purchase directly from WIN.
- B-19 Covenant Not to Compete.** Distributors who obtain the level of Bronze or above, as a material condition to attaining such levels, will neither directly nor indirectly, personally nor through any relationship or business entity, compete in any manner with WIN in any trade area, while in such capacity or for a period of one year from the date of termination with WIN. WIN may enforce this provision in law or equity by seeking injunctive relief, damages or other legal remedies such as WIN sees fit. As used herein, the term "compete" shall mean and include (a) the solicitation of distributors and potential distributors to other network marketing companies, and (b) the promotion, sale or offer for sale of any goods, products, services or business opportunities which in WIN's opinion competes with WIN's products, services and/or business opportunity.

- B-20 Account Information Changes.** Distributors may update their distributor records by submitting original, notarized (or signed in the presence of a WIN Corporate Representative) copies of the Information Change Notice for Independent Distributors to WIN. This form requires the signatures of all parties in the distributorship entity. A notary stamp is not required for changes made to a shipping address, phone number, or email address.
- B-21 WIN Compensation Plan.** At WIN's sole discretion, the WIN Compensation Plan may be amended from time to time and is incorporated into these Rules & Regulations by reference for all purposes.

C. SPONSORSHIP & TRAINING; WIN's REMEDIES; TERMS OF TERMINATION

- C-1a Sponsoring.** WIN distributors are entitled to sponsor other distributors who reside in the United States or in foreign jurisdictions in which WIN's products and opportunity have been approved (see WIN official literature for lists of approved countries). However, distributors are compensated only for the generation of sales volume, not for sponsoring new distributors into the program.

- C-1b Dual Sponsoring.** Dual Sponsored Applicants may become Dual Sponsored:

1. upon acceptance of the Dual Sponsoring Agreement by WIN within 60 days of the Distributor Application processing date;
2. when applicant has attained the effect rank of Bronze or above in the WIN Compensation Plan because for the purpose of qualification and advancement, Dual Sponsored Members are not recognized by the computer as being dual sponsored, and
3. upon WIN's approval. (WIN reserves the right to approve or disapprove, at its sole discretion, any application for Dual Sponsoring for any reason).

All commissions and/or bonuses will be paid to the Primary and Secondary Lines (for volume generated by a Dual Sponsored Distributor) according to the conditions outlined in the WIN Compensation Plan.

* Distributors in dual sponsored lines may become dual sponsored themselves if members of the upline terminate or fail to renew, resulting in the subsequent roll up of a distributor's downline.

- C-1c Criteria for a Dual Sponsor.** With the exception of a situation caused by a termination and subsequent roll up of the downline, the addition/change of a dual sponsor OR sponsor cannot result in:

- A. The sponsor and the dual sponsor being the same ID number
- B. The sponsor and the dual sponsor being in the same "multiple business" group (i.e. Sponsors cannot be business I and the dual sponsor business IV)

* This Agreement, excluding the UK Dual Sponsoring Agreement, may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall become effective when one or more counterparts have been signed.

- C-2 Modifications to Original Terms.** Except as provided in sub-sections 1 and 2 herein, if an applicant submits multiple Distributor Agreements and/or Dual Sponsoring Agreements listing multiple sponsors, only the first completed Agreement(s) to be received by WIN will be accepted, if any. However, modifications may be made to the terms of the accepted Agreement(s) according to the following:

- 1) New applicants are entitled to change sponsors within fifteen (15) days of WIN's processing of their original Distributor Agreement only by submitting a revised Distributor Agreement and/or Dual Sponsoring Agreement to WIN. To avoid Simultaneous Interest due to a Distributor Application being entered into our systems twice, please ensure that you notate "REVISION" on the Distributor Agreement.

After fifteen (15) days, any modifications to the Agreement will be subject to the terms of Rule C-4 Transferring Sponsorship.

- 2) Non-Dual Sponsored applicants are entitled to add a Secondary Sponsor within sixty (60) days of WIN's processing of their original Distributor Agreement provided a Dual Sponsoring Agreement is received and accepted by WIN during that time. After sixty (60) days, any modifications to the Distributor Agreement will be subject to the terms of Rule C-4 Transferring Sponsorship.

The processing date for Internet applicants is the date in which the Distributor Agreement is submitted online. In order for the modification to be processed, the original, computer generated Distributor Agreement or Dual Sponsoring Agreement must be received by WIN. All modifications are effective the volume month in which they are processed. WIN reserves the right to be the final arbiter. Any decision of WIN is final.

C-3 Omitted

C-4 Transferring Sponsorship. Except as provided in **Rule C-2 Modifications to Original Terms**, a distributor is strongly discouraged and seldom permitted to transfer to a different sponsor or sponsorship line. However, transfer requests may be made by submitting the following to WIN:

- 1) A revised Distributor Agreement;
- 2) A revised Dual Sponsoring Agreement (if applicable);
- 3) A completed Sponsor/Upline Change Request (SCR) Packet, requiring the notarized (or signed in the presence of a WIN Corporate Representative) signatures from the following individuals* on one original document, stating that they understand and consent to the requested transfer (*Proposed Upline members are thereby also stating that they are willing to assume all responsibility, including all commission liability, for the transferring distributor, both past and present):
 - a) Distributor Requesting Transfer
 - b) Current Primary Upline (3 levels)
 - c) Current Secondary Upline (3 levels)
 - d) Proposed Primary Upline (3 levels)
 - e) Proposed Secondary Upline, if applicable (3 levels); and
- 4) A **non-refundable** \$150 processing fee.

Please allow 30 days for proper processing, noting that incomplete and/or inaccurate SCR Packets will result in a 30-day delay in processing and will be returned to the requesting party for proper submission. **Additionally, effective dates will not be retroactive.**

All transfers of sponsorship require the final approval of WIN whose decision, if granted, will apply only to the distributor making the request and not his/her downline organization. Downline transfers may be considered only if requested at the time of transfer and authorized by the existing upline.

C-5 Acquisition of Business. Any distributor desiring to acquire an interest in another distributor's business must first resign his/her distributor status and wait six (6) months before becoming eligible for such a purchase or partnership agreement, and such transaction must comply in all respects with **Rule C-11 Limits on Transferability or Sale**.

C-6 Voluntary Resignation. A distributor may voluntarily resign his/her distributor status by sending a notarized (or signed in the presence of a WIN Corporate Representative) written notice to WIN that he/she is resigning his/her distributor status or by failing to renew timely their Distributor Agreement(s). Voluntary resignation is effective upon (a) the failure to renew timely one's distributor status, or (b) receipt of such notice by WIN. If the distributor voluntarily resigns with Personal/Group Volume before WIN performs the bonus run for the month in question, the resigning distributor's volume will automatically roll up to the first Qualified Upline Bronze and be included in his Personal/Group

Volume for that month. WIN reserves the right to notify any persons or parties it deems appropriate of such termination. A distributor in good standing who voluntarily resigns or fails to renew their distributor status when renewal is required may reapply to become a WIN distributor under the same or a different sponsor, and/or dual sponsor, after waiting six (6) months from the date of resignation.

In the event that a distributorship entity is made vacant by a terminating distributor who does not sell, assign, or otherwise transfer ownership of said distributorship in accordance with these Rules & Regulations, the beneficial interest relating to such distributorship entity becomes the sole property of WIN; provided, however, nothing herein shall be deemed or construed as an assumption by WIN of any liabilities, debts and/or obligations of such distributorship entity.

C-7 Violations and Remedies. Except as expressly set forth below with respect to violations of sections **B-17 Other Products** and **B-18 Cross Group Buying/Selling**, in the event that a distributor fails to abide by or comply with any of the terms, conditions or covenants (hereinafter, "Obligations") set forth in the Distributor Agreement and/or these Rules & Regulations, and such failure to abide by or comply with is not cured* within ten (10) days of written notice by WIN to such distributor, WIN, at its option, and without further demand or notice, shall have the following rights and remedies in addition to any rights provided by law or equity, all of which shall be cumulative:

- (a) Suspend a distributorship(s) for a period not to exceed six (6) months, and such suspension shall mean, among other things, that such distributor may not have the right to represent him/herself as a distributor of WIN and shall forfeit during such suspension period any rights or interests afforded under these Rules & Regulations, including without limitation, the right to sell WIN products or sponsor other distributors, to receive any compensation, commissions or their benefits associated with the activities of a WIN distributor (collectively, "Distributor Benefits");
- (b) Terminate such distributorship(s), thereby precluding the right of such distributor to engage in business with WIN, either directly or indirectly, and to be afforded or entitled to the Distributor Benefits; and/or
- (c) Exercise any rights afforded to WIN, at law or in equity, including without limitation, the initiation of litigation (in accordance with these Rules & Regulations) to recover its damages and costs associated with such distributor's failure to abide by or comply with the Obligations.

*If it is impossible to cure the breach of an Obligation with the notice period set forth herein, then no notice period shall be required before WIN has the right to exercise any of its rights or remedies.

Notwithstanding anything to the contrary set forth herein above, in the event that a distributor fails to abide or comply with any of the terms, conditions or covenants set forth in sections **B-17 Other Products** and **B-18 Cross Group Buying/Selling**, then WIN has the absolute right to, without further demand or notice or opportunity to cure, among other things, terminate such distributorship(s) and preclude the right of such distributor to engage in business with WIN, either directly or indirectly, as well as exercise any rights afforded to WIN, at law or in equity, including without limitation, the initiation of litigation (in accordance with these Rules & Regulations) to recover its damages and costs associated with a distributor's failure to abide by or comply with the terms, conditions or covenants set forth in sections **B-17 Other Products** and **B-18 Cross Group Buying/Selling**.

C-8 Omitted

C-9 Omitted

C10 Omitted

C-11 Limits on Transferability or Sale. Due to the potential negative impact that an assignment of a Distributor Agreement may have on other Distributors and WIN, WIN reserves the right, in its sole and absolute discretion, to not permit any such assignment. In the event WIN does agree to such an assignment, the following requirements must be satisfied. The proposed assignment must be completed and forwarded to WIN for review, with a €750 processing fee. All terms and conditions set out in Rule C-4 Transferring Sponsorship (except the processing fee contained therein) must be complied with.

After receiving the fee, WIN will give written notification if the assignment is approved.

C-12 Succession. Notwithstanding any other provision of this section, upon the death of a distributor, the distributorship entity shall pass to his/her successors in interest as provided by law. However, WIN will not recognize such a transfer until the successor in interest has submitted an informational Distributor Agreement, together with certified copies of the death certificate and will, trust or other instrument. The successor shall thereafter be entitled to all the assignment of all rights and shall assume all the obligations of the deceased (predecessor) distributor. Interests in distributorship obtained by and through this section shall be excepted from the prohibitions set forth in **Rule B-6 Simultaneous Interests.**

C-13 Confidentiality Agreement. “Confidential Information” shall be deemed as (i) Any information contained in genealogical, downline or earnings report of WIN, (ii) any financial or manufacturing information, (iii) information obtained during the conduct of his or her WIN business, or (iv) any other information designated confidential, orally or in writing, by WIN and provided to a Distributor, is proprietary and confidential to WIN. The Distributor shall hold the Confidential Information in strict confidence and shall not disclose, publish, sell or license the Confidential Information to any third party or use the Confidential Information in any manner not expressly permitted in writing by WIN. Upon termination or resignation of a Distributor’s distributorship for any reason, the Distributor agrees promptly to return all Confidential Information to WIN. The Distributor and WIN agree that, but for this agreement of confidentiality and non-disclosure, WIN would not provide the Confidential Information to the Distributor. **Any Distributor in violation of this rule shall lose his or her buying privilege with WIN, be suspended from participation in the WIN Sales and Marketing Plan and/or be terminated of his or her Distributor status. Additionally, WIN may seek full legal remedy for damages.**

C-14 Solicitation Using Commission Earnings/Statements. WIN does not permit the displaying or showcasing of commission earnings and/or commission statements for the purpose of marketing the WIN program or opportunity.

C-15 Cross Group Recruiting. Any effort to recruit a distributor already in WIN is prohibited.

C-16 Registration of Michigan Cooperatives/Associations/Training Centers. WIN maintains and enforces a policy, which regulates the establishment, registration, and operation of groups of associated participants, organized as co-operatives or otherwise linked. WIN’s policy and practice shall prohibit participants from soliciting any person to join or become a member of the Michigan cooperative or association of participants without:

- 1) Disclosing any applicable terms, conditions, fees and costs involved with such membership;
- 2) Disclosing whether such cooperative or association is registered with WIN; and
- 3) Providing that person with a copy of WIN’s guidelines for operation of registered cooperatives.

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

C-17 International Sponsoring. International sponsoring is permitted only in those countries which WIN is authorized to sell product and promote its opportunity, which presently includes the United States, Canada*, Holland, Belgium, Germany, Spain, Ireland, and the United Kingdom (subject to change without notice at any time). Distributors are eligible to sponsor distributors from those countries into the WIN program only upon submitting a completed application for the approved country in which the individual resides along with the appropriate fee. Please note that sponsoring distributors in non-approved countries is prohibited.

Distributors are permitted to make retail sales in non-approved WIN countries only if expressly authorized by WIN in writing.

*Note that the following specific Canadian provinces are those authorized by WIN: British Columbia, New Brunswick, Newfoundland, Nova Scotia, Ontario, Prince Edwards Island.

- C-18 International Sponsoring Fee.** Distributors who are at the Member rank and whose sponsor is not serviced by the same warehouse as they are, will be assessed an international sponsoring fee on any orders they place. This fee is based on the currency exchange rate at the time of the order and will be in effect, or could be adjusted, during the remainder of the volume month on any subsequent orders.

D. TRADEMARKS, LITERATURE AND ADVERTISING

- D-1 Trademarks.** The names Wellness International Network, Ltd. (WIN), WIN Worldwide BV, Wellness International Network S.A. (Pty) Limited, (herein collectively referred to as "WIN"), their logos and the names of all their products are the trademarks of the respective entities and/or have proprietary rights afforded to each entity. As such, no derivation, duplication, or use of "WIN", its logos or company/product/service names, to include any combination of two (2) or more words from a single entity's name, may be used in the course of a distributor's business. Only WIN is authorized to produce and market products and literature under and/or derived from these trademarks. Use of any of these items named above on any items not produced by WIN is prohibited, except in the manner described below:

John Jones Independent Distributor of WIN

WIN reserves the right, at its sole discretion, to make exceptions to this rule if it feels that a name is or is not confusing or misleading.

- D-2 Omitted**

- D-3 Internet Search Engines and Directory Listings.** Recognizing that more than one distributor may wish to register their business on the same source, distributors wishing to use the WIN trade name in a directory listing must include the following when registering the listing:

Wellness International Network (WIN), Independent Distributor

Note: WIN will not offer exclusive trademark rights to any WIN distributor, therefore more than one distributor may register a given mark with a search engine or directory listing.

- D-4 Imprinted Checks.** WIN distributors are not permitted to use the WIN trade name or any of its trademarks on their business or personal checking accounts. However, distributors may imprint their WIN business checks as being "Independent Distributor of WIN."
- D-5 Imprinted Business Cards or Letterheads.** WIN distributors are not permitted to "create" their own business card or letterhead graphics if the WIN trade name and/or trademarks are used. Distributors may produce letterhead and business cards ONLY from approved WIN logo slicks. Only the approved WIN graphics version and wording are permitted.
- D-6 Company Literature.** Only official WIN literature may be used in representing WIN products and/or the WIN Compensation Plan. Company literature or intellectual material may not be duplicated or reprinted without prior written permission from WIN unless said literature clearly indicates that it may be reproduced and in no event may be sold for profit.
- D-7 Print and Electronic Advertising.** Print and Electronic Advertising. WIN distributors are permitted to advertise in print and electronic media if the material advertised is related only to their specific WIN distributorship and complies with WIN's WIN Rules & Regulations, and all local, state and federal laws and guidelines. 'Electronic' includes (but is not limited to) multi-media, email, websites, social networking websites, blogs and wikis for both professional and personal use. WIN distributors shall not include the WIN Corporate address, telephone numbers, fax numbers or electronic mail addresses of WIN in any advertising, nor should they include email addresses of any staff members. (Refer to **Rule D-18 Internet Advertising** for additional Internet advertising guidelines.)

- D-8 Media Interviews.** Distributors are prohibited from granting radio, television, newspaper, tabloid or magazine interviews, or using public appearances, public speaking engagements or making any type of statement to the public media to publicize WIN, its products or their individual WIN business except with the express, prior written approval of WIN (see **Rule H-3 Press Inquiries**).
- D-9 Endorsements.** Distributors may not represent or imply that WIN's products or programs are approved or endorsed by any federal or state regulatory agency. Likewise, distributors may not allege any endorsements by WIN officers or administrators, except as communicated in WIN literature and communications.
- D-10 Independent Communications.**
- 1) Distributors, as independent contractors, are encouraged to distribute official WIN information to their respective downlines. WIN encourages the prudent distribution of WIN newsletters, training workshops and other organizational programs. In all events, a distributor must identify and distinguish between personal communications and the official communications of WIN.
 - 2) All distributors have access to WIN's mail messaging system. All communications sent through the mail messaging system must adhere to WIN's Ethics, Rules & Regulations. WIN further reserves the right to terminate any user's access to the mail messaging system for any conduct, including without limitation, any conduct that violates any local, state, federal, or foreign laws or regulations that WIN, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to WIN or its partners, affiliates, or business contractors, or to other third parties. WIN further reserves the right to terminate any user's access to the mail messaging system for any reason or for no reason at all, in WIN's sole discretion, with or without prior notice.
- D-11 Income Claims.** Because income success has many variables, distributors are prohibited from making income claims (both stated and implied) when promoting their businesses. This includes making false or misleading income projections — those based solely on mathematical projections or "ideal projections" of the WIN Compensation Plan — as well as using other people's "exceptional" earnings as examples. Distributors should therefore:
1. Avoid displaying or showcasing their commission earnings and/or commission statements for the purpose of recruiting potential distributors.
 2. Avoid guaranteeing earnings, or guarantee that the percentages paid to specific ranks are automatic.
 3. Avoid using the term "investment" or any of its derivatives (ie: invest, investor, return on investment) when referring to income opportunities. WIN (as a multi-level marketing company) does not meet the definition of an investment, therefore any use of the term is misleading and incorrect.
 4. Avoid using the term "passive" or any of its derivatives when referring to income opportunities with WIN. Passive is defined by Webster's New World Dictionary as "of, relating to, or being a business activity in which the investor does not have immediate control over income." Use disclaimers like those found in the current issue of WIN Today when advertising earnings potential with the WIN program. Avoid stating or implying that "no selling is required." **Rule F-6, Retail Sales Rule** states that distributors must make at least ten retail sales in any volume period for which commissions are earned.
 5. Refrain from advertising company sales figures and projections, or distributor enrollment statistics (ie: the number of "doctors" or the number of "millionaires" in WIN) unless those figures have been obtained from official WIN literature.
 6. Refrain from implying that distributors get paid for bringing other individuals into WIN. Compensation is based solely on the generation of sales by Independent Distributors.
 7. Refrain from implying that purchases of products are required for distributors to become associated with WIN.
 8. Avoid rewriting the WIN Compensation Plan to represent their individual interpretation.
- D-12 Product Claims.** WIN nutritional products are designed for augmentation, not replacement. WIN encourages all WIN customers to seek the advice and counsel of nutritional and healthcare professionals before undertaking any changes in diet or when beginning any nutritional program. No medical claim (expressed or implied) is to be made for any WIN product by any distributor. Distributors should therefore:

1. Avoid making diagnostic, therapeutic or curative medical claims (both stated and implied) for the WIN products, remembering that even their own personal experience of nutritional benefits may be interpreted as an “extension of labeling claims” if those experiences are used as a sales device. Accordingly, even if a specific disease is not mentioned, a disease claim can be implied if the identifiable characteristic, sign or symptom of the disease is mentioned.
2. Confine claims to statements actually made by the company as contained in official WIN literature. Any materials which can be viewed as implying that WIN’s products can solve a problem in question are unauthorized. The best position is to under-promise and over-deliver.
3. Avoid using terms like “doctor approved”, “FDA approved” or “patented products.”
4. Avoid referring to individual WIN products as a “natural alternative” to prescribed medications or drugs of any kind.
5. Use disclaimers like those found in WIN Today magazine when advertising your results with the WIN products.
6. Heed the recommended use and warning indications on WIN’s products when advertising use of WIN products unless otherwise recommended by a physician. Additionally, distributors are prohibited from making reference to minor use of products which include “Not for use by children under the age of 18” on their labels.

D-13 Independent Distributor Support. WIN provides every distributor who generated any income as a WIN distributor with distributor support and training communications, timely delivery of product and sales materials, and a computer report of sales made in their marketing group for the calendar period in which commissions and overrides are earned and paid.

D-14 Repackaging or Package Altering Prohibited. Distributors are prohibited from altering packages, repackaging products and/or removing WIN product from original containers for resale purposes.

D-15 Recordings. Distributors shall not produce or reproduce for sale any personal or WIN produced audio or video taped material detailing the WIN opportunity or product presentations, events or speeches, including conference calls. Video and/or audio taping of WIN meetings and conferences are strictly prohibited. Still photography is allowable at the discretion of the meeting host.

D-16 Telephone Answering. Distributors may not answer the telephone by saying “WIN,” or in any other manner that would lead the caller to believe that he/she has reached the WIN Corporate Office.

D-17 Blind Ads. Distributors are prohibited from running advertisements which imply that a salaried position is available. Such ads are referred to as “blind ads.” Examples of words and/or phrases to avoid include (but are not limited to) “resumé,” “interview,” “income commensurate,” “opportunity for advancement,” “doctors wanted,” or “international company seeks trainers.” Distributors should not place advertisements for their WIN business under such headings as “Managers,” “Trained Professionals,” “Professional Degree Required,” or “Doctors,” “Dentists,” etc. Such headings imply a salaried position is available. Acceptable headings may include “Sales” and/or “Opportunity”. Distributors are also prohibited from using “aliases” (names other than their own, that of their business or the name of their training center) when advertising.

D-18 Internet Advertising. All WIN distributors may activate a MyWINWebPage website for no additional cost upon becoming Independent Distributors of WIN. Distributors wishing to maintain their own websites must adhere to each of WIN’s Ethics, Rules & Regulations, as well as the internet-specific criteria set forth below:

- 1) As stated in **D-7 Print and Electronic Advertising**, the information stored on distributor controlled websites shall be related only to their specific distributorships and/or business related interests;
- 2) WIN’s trademarks may be used on distributor-controlled websites only if the following criterion are met
 - a) A disclaimer appears on the home page, stating, “The content on this site was developed by (insert name), an independent distributor of Wellness International Network, Ltd. Because Wellness International Network, Ltd. exercised no control regarding the context contained herein, Wellness International Network, Ltd. as-

- sumes no responsibility for the content of this site.”
- b) They include both their name and the title “Independent Distributor of Wellness International Network, Ltd.,” on all other pages of their site.
 - c) The disclaimers are easily legible, are afforded no less prominence in font size than any other information on the page (apart from the heading), and are of a color that is readily distinguishable from the color of the page on which it is displayed.
 - d) The domain name you register must adhere to rule **D-1 Trademarks**.
- 3) Except as provided in section 2 above, distributors are not permitted to promote or use any WIN trademarks, including web designs and graphics, training aids, or any other copyrighted materials (i.e. publications), on their distributor-controlled websites. Distributors wishing to provide visitors with the aforementioned WIN-specific information may create direct links from their websites to any of the company's official websites or pages using the following words: “For direct link to _____, click here.” Be advised that WIN reserves the right to amend the page names of their websites from time to time, with or without notice, therefore links may be affected. WINAccess.com pages are password protected and, therefore, may not be linked to distributor websites.
 - 4) Distributors are permitted to duplicate WIN's product information as available on official WIN websites, however any product information must be duplicated in its entirety. Distributors who elect not to link their product information to WIN are required to ensure their information is current at all times and should regularly monitor the site for changes. WIN will not be responsible for issues that arise as a result of changes to its product descriptions.
 - 5) Distributors are permitted to employ online advertising controlled by third parties, including auction sites, bulletins boards, etc., for the promotion of WIN products provided all other WIN Rules & Regulations, including but not limited to **Rule F-14 Retail Pricing; Receipts** are adhered to. Any posting must be able to be modified or deleted in the event they are found to be in violation of WIN's Rules & Regulations. Said modifications or deletions must be able to be accomplished within 48 hours of notification from WIN. WIN expressly forbids the posting of any WIN information on websites that cannot be changed within said 48 hours. Examples of these include, but are not limited to, chat rooms, message boards, etc.

E. PAYMENT OF OVERRIDES, ROYALTIES AND BONUSES

- E-1 Distributor Agreement.** No business may be transacted with WIN unless and until a Distributor Agreement is submitted, accepted by WIN and in effect (e.g. renewal). Thus, Royalties and Bonuses will not be paid until a completed Distributor Agreement has been received and accepted by WIN. This Agreement may be executed in one or more counterparts, excluding the UK Distributor Agreement, all of which shall be considered one and the same Agreement and shall become effective when one or more counterparts have been signed.
- E-2 Calendar Period.** Royalties, Bonuses and achievement levels are calculated based on a volume month. A calendar period runs from the first day of each volume month through the last day of each volume month, as determined by WIN, in its sole discretion.
- E-3 Royalty and Bonus Payment Date.** Payment of WIN Royalties and Bonuses will be made by WIN via Direct Deposit on the 25th day of each calendar month, for products purchased from WIN during the previous volume month, all in accordance with the WIN Compensation Plan. As an example, payments of Royalties and Bonuses for products sold by WIN during the volume month of January 1st through February 1st are deposited on February 25th. Should the 25th day of the month fall on a legal holiday or weekend, payments will be deposited the next regularly scheduled business day.

Royalties and Bonuses will be delayed, and possibly forfeited, on any Will Call order remaining at WIN for more than seven (7) calendar days from the date the order was processed, as per **Rule F-11 Timely Product and Materials Delivery**.

- E-4 Omitted**

- E-5 Direct Deposit.** All distributors must be enrolled in WIN's Direct Deposit Program in order to receive payment of Royalties and Bonuses. Should WIN be unable to deposit earnings into any distributor's account due to inaccurately provided bank information by the distributor, WIN will attempt to redeposit these funds, upon notification by WIN's financial institution of such error, to the corrected bank account at a fee of \$25 per retransmission. Should WIN be unable to deposit earnings into any distributor's account due to lack of Direct Deposit bank information, WIN will accrue such commissions, interest free, until such time as distributor provides said necessary banking information.

Enrollment in the Direct Deposit Program may be obtained by submitting a completed Direct Deposit form to WIN, accompanied by a voided check or savings deposit slip. As funds may be deposited only into those accounts which bear the names of WIN distributors, all voided checks and/or savings deposit slips must be preprinted with the names, addresses and telephone numbers of the distributor on record.

Any changes made to the existing information on file require the completion of a Direct Deposit form representing the notarized (or signed in the presence of a WIN Corporate Representative) signatures of all authorized parties in the distributorship entity, accompanied by an updated voided check or savings deposit slip as well as any applicable documents required by Rule B-7 Corporations, Partnerships and Trusts and Rule B-8 Assumed Names.

- E-6 Currency Restrictions.** Royalties and Bonuses will be paid in the following currencies.

- 1) Distributors residing in the United States will be paid in U.S. dollars.
- 2) Distributors residing in the United Kingdom will be paid in pound sterling.
- 3) Distributors from all other WIN-approved countries will be paid in the currency of their country; however, only distributors who have given written notification may elect to be paid in U.S. dollars.

F. PURCHASE AND SALE OF PRODUCTS

- F-1 No Purchase Required to Become an Independent Distributor.** No product purchase is required to become a WIN distributor. Additionally, only distributors who have had their Distributor Application accepted by WIN may buy at a discount directly from WIN.

- F-2 Stockpiling Discouraged.** The success of WIN depends on retail sales to the ultimate consumer; therefore, all forms of stockpiling are discouraged. WIN recognizes that distributors may wish to purchase products in reasonable amounts for their own use and for the purpose of provisioning new distributors as they are sponsored. However, WIN strictly prohibits the purchase of products in unreasonable amounts solely for the purpose of qualification or advancement in the Compensation Plan. Additionally, WIN strongly discourages its distributors from holding/storing products for other distributors in an effort to avoid potential disputes.

- F-3 Purchase Limitations.** WIN maintains a policy and practice whereby WIN shall:

- a) United States: limit the amount of product a distributor can purchase within a given volume month to no more than 40,000 Personal Volume points. WIN reserves the right to grant exceptions to this rule as deemed necessary.
- b) Michigan, US: within the first 30 days following acceptance by WIN of a Distributor Agreement, restrict the dollar volume of purchases to be made by a newly approved Michigan distributor to no more than a total of \$2,000 wholesale cost of WIN products and sales aids, exclusive of verified sales to consumers. Verification of sales to consumers shall be made in writing identifying the individual consumer and quantity of products sold to each consumer. After the first 30 days, Michigan is subject to the same limitations as listed in F-3(a) United States.
- c) United Kingdom: within the first seven days following acceptance by WIN of a Distributor Agreement, restrict the dollar volume of purchases to be made by a newly approved United Kingdom distributor to no more than a total of £200 wholesale cost of WIN products and sales aids, exclusive of verified sales to consumers.
- d) limit a distributor's purchase amount to no more than a total of 300 (USD, Euro, Rand) (in all distributorships combined) in products and/or sales materials within consecutive volume months when ordering from warehouses not

served by the distributor's country of residence. This limit is exclusive of MLM College registrations, any associated Fast Track Pak, onsite sales aid purchases and Gala event purchases.

- e) Wholesale Orders: restrict distributor's wholesale orders to the WIN warehouse serviced by the distributor's country of residence.

F-4 70 Percent Rule. In order to purchase product from WIN [or wholesale from an upline manager] the distributor must certify on the product order form [or wholesale order form] that he/she has sold, sampled (to induce sales to retail customers) or consumed* at least 70 percent of all products previously purchased. Products sold wholesale without this certification will subject the upline manager to disciplinary action. In the event WIN elects, in its sole discretion, to repurchase product, the provisions of this section will be strictly enforced.

Additionally, please note that 70% certification is not necessary for first-time orders, however will be mandatory on all product orders thereafter.

*Excludes Michigan residents.

F-5 70 Percent Rule Enforcement. WIN has adopted, implemented, maintained and enforced in its distribution system a policy and practice whereby WIN reserves the right to require distributors to provide verification of their compliance of **Rule F-4 70 Percent Rule**. If verification is requested by WIN, response is not optional and is a condition of these Rules & Regulations. Further, WIN reserves the right to personally contact listed customers and distributors, if applicable, to verify sales reported by the participants.

F-6 Retail Sales Rule. In order to qualify for Royalties and Bonuses, a distributor who has achieved Bronze or above must certify by completion of the online Retail Sales Compliance Form that he/she has made at least ten (10) retail sales to ten (10) different retail customers in the volume period in which Royalties were earned. This online form may be accessed from WINAccess.com and must be submitted no later than the 10th of each subsequent month. Distributors who do not have access to WINAccess.com or the Internet may submit the form manually via mail or fax to the corporate office.

Failure to submit this form by the designated deadline will result in the withholding of commissions earned for the applicable volume month until such time as form is submitted online or via fax. Failure to submit this report within six (6) months of the respective deadline will result in a permanent loss of commissions for the applicable volume month.

*If your completion of the Retail Sales Compliance Form violates any state, federal or international law, including but not limited to the U.S. Health Insurance Portability and Accountability Act privacy regulations, you are still required to (1) supply order information, without revealing customer identifying information and (2) personally keep all non-disclosed sales records on file. Please see the Retail Sales Compliance online form for more information regarding this procedure. Please note that any distributors who fraudulently certify they are unable to supply customer identifying information will be subject to disciplinary action, including but not limited to commission chargebacks.

F-7 Omitted

F-8 Direct Purchase. All distributors may purchase product directly from WIN. Should a Member choose to obtain product from his/her upline Bronze or above, no commissions or overrides will be paid by WIN on such transactions. Members may, however, credit such transactions towards fulfillment of their Bronze qualifications.

NOTE: Qualifications must be fulfilled as outlined in WIN's Compensation Plan.

F-9 Payment Options. WIN only accepts payment on orders from parties listed on the distributorship as Applicant or Spouse. Purchases may be paid by:

- 1) Money order;
- 2) Cashier's check;

- 3) Bank wire transfer. Product order and copy of bank's wire transfer verification must be faxed to WIN;
- 4) MasterCard/VISA. A Credit Card Authorization Form must be on file prior to making a credit card purchase. New Credit Card Authorization Forms submitted to WIN require 24 hours for processing. Because varying discount levels, typographical errors and taxes that may vary by state, county, and city levels, manual calculations may not be as accurate as placing an order on-line. In case of miscalculation, WIN may charge in addition to the total amount listed on the order, up to 10% over to alleviate any discrepancies in the calculations;
- 5) Personal and business checks – U.S. - Checks will be accepted for U.S. distributors up to \$5,700 per order/per day ONLY and must be signed by the distributor listed on the order form. Checks must be preprinted with the name, address and telephone number of the signator. No P.O. Boxes for return address and no third-party checks will be accepted. All checks returned due to insufficient funds are subject to a \$25 returned check fee or at the highest rate allowed by law, whichever is greater. Any distributor who has two or more returned checks within a six-month period will be placed on a cash-only status. Any violation of these terms will result in a fifteen (15) business day delay in shipping, the automatic forwarding of the order to the next volume month, and/or the cancellation of the order in its entirety.

NOTE: No orders will be shipped without prior payment.

- F-10 Shipping Costs.** It is the ordering distributor's sole responsibility to indicate (a) method and means of shipping and (b) destination address. The methods available are stated on each order form and the prepaid costs, if selected, can be calculated according to the applicable percentage of the retail value of the order.

NOTE: Subject to applicable law, should the receiving party of any order refuse delivery and the shipment be returned, the ordering distributor's status will be made "inactive" pending resolution of the delivery refusal, and may be grounds for termination.

- F-11 Timely Product and Materials Delivery.** Upon clearance of payment, WIN processes for shipment or pick-up the products and materials ordered. If an item is temporarily not available (TNA), the consignee is notified by way of the packing list included with the shipment. Should a TNA occur, the item(s) will be shipped as soon as available and usually within ten (10) days of the date the original order and payment was received. If a shipping discrepancy occurs (not including items that are TNA), the consignee must mail or fax a Shipping Discrepancy Form to WIN within ten (10) business days of delivery. Upon receipt of the form by WIN, a weight analysis will be conducted to verify the discrepancy. Inconclusive data will result in the replacement of the reported missing item(s) at no additional shipping costs.

Any Will Call order placed with WIN must be picked up within seven (7) calendar days from the date the order was processed. A consignee's failure to retrieve a Will Call order within the specified period will automatically result in the order being moved forward one volume month.

Will Call orders not retrieved within ten (10) calendar days will result in cancellation of the order. A distributor who fails to take delivery of will call orders may be subject to disciplinary action including, but not limited to, termination.

- F-12 Damaged Goods.** WIN will take full responsibility for any damages that occur during the shipment of goods to the distributor; provided, however, that WIN reserves the right to inspect such alleged damaged goods at its principal place of business upon their return. If WIN determines the goods to be damaged, then the damaged goods that are returned to WIN within thirty (30) days of the invoice date will be replaced by WIN. However, no product(s) should be returned to WIN before prior approval is sought and received. In order to assure that a replacement will be issued, strict compliance to the following procedures is required:

- 1) If the shipment is visibly damaged upon receipt, the consignee must refuse delivery and contact WIN immediately.
- 2) If the shipment is found to be damaged after the delivery has been made, the consignee must:
 - a) Save the damaged product(s) or box(es);
 - b) Submit a completed Quality Control Form to WIN;
 - c) Obtain a Return Merchandise Authorization (RMA) number. This number will be issued 24 hours after WIN's

- receipt of the Quality Control Form; and
- d) Return the damaged goods to WIN. Any goods mailed to WIN must have the RMA number prominently displayed on each shipping carton. Upon receipt of the damaged products, WIN will promptly dispatch a replacement order.

NOTE: A distributor's account will be credited for shipping charges incurred only when a postage receipt accompanies the returned shipment. Any product returns received without prior approval will be refused. Furthermore, an unauthorized return may result in the status of that distributor to be made "inactive."

F-13 Price Changes. All WIN product and literature prices are subject to change without prior notice.

F-14 Retail Pricing; Receipts. Although WIN distributors may sell WIN products at whatever price the market will bear to their retail consumers, WIN's advertising policy strictly prohibits distributors from making reference to any price below the company's suggested retail price, in any print or electronic advertising, if it can be seen by anyone other than existing retail consumers. WIN believes that to achieve a long-term increase in sales and to provide a healthy opportunity for all, distributors should not marginalize the interest of their downlines or other independent distributors by advertising deep discounts, which includes:

- (i) Advertising discounted and/or free taxes. Distributors may negotiate fees for customers, but discounted and/or free taxes may not be advertised. Special offers and incentives can only be communicated between distributors and their existing consumers.
- (ii) Any advertisements that hold out or state to the public or to any customer, directly or indirectly, that taxes on product or any part thereof will be assumed or below the company's suggested retail price, absorbed by the retailer, or that it will not be added to the selling price of the product(s) sold or that if added, it or any part thereof will be refunded, are absolutely prohibited.

WIN distributors must provide the consumer of all retail purchases of WIN products with a written WIN Retail Sales Order Form.

F-15 Tax Exemption. If a distributor wishes to change the tax status of their distributorship to tax exempt, they will be required to submit to WIN a written request accompanied by an original, notarized copy of the State Tax Exempt certificate. The State Tax Exempt certificate must include the name and address of the distributorship as it appears on record with WIN. All distributors are required to follow the guidelines pursuant to **Rule B-13 Taxation**, when reporting taxes for federal, state and local purposes.

NOTE: Distributors who are shipping orders to California, Colorado, Iowa, Kansas, and Texas are not eligible for tax exemption.

F-16 Retail Outlets and Service-Oriented Establishments. WIN products may be sold to or in, or displayed by any retail outlet including, but not limited to, drugstores or pharmacies, supermarkets or food stores, health food stores, shopping mall booths, or restaurants. Products may also be sold in service-oriented establishments including, but not limited to, health spas, hair salons, health resorts, tanning salons, or doctors' offices. Because such product sales are the sole responsibility of the distributor placing the products in the specific establishment, it is also his or her responsibility to maintain and ensure their compliance with WIN's Rules & Regulations.

F-17 Omitted

F-18 Omitted

G. REFUND POLICY

G-1 Retail Customer Returns. WIN offers a 100 percent, unconditional money-back guarantee to all retail customers. Every WIN distributor is bound by their Distributor Application and Agreement Form and the Rules and Regulations

to honor this guarantee. If a retail customer is dissatisfied with a WIN product for any reason, then that retail customer may return the product(s) to the distributor from whom it was purchased, within 30 days, for either a replacement or a full refund of the purchase price. Please note that this excludes WIN services.

No product(s) should be returned to WIN before prior approval is sought and received. In order to assure that replacement of product will be issued, strict compliance to the following procedures is required:

- 1) The distributor completes a Consumer Product Return (after completing the repurchase transaction or replacement order for the retail customer) and immediately faxes it, along with the original Retail Sales Order Form, to the Corporate Office. A Return Merchandise Authorization (RMA) number will be issued after 72 hours. For distributors with an electronic mail address on file with WIN, the RMA number will be emailed. All others will be notified by telephone.
- 2) The unused portion of the product, in its original container, is received by WIN within 10 days of the return date to the distributor. Any goods mailed to WIN must have the RMA number prominently displayed on each shipping carton. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested.
- 3) Upon receipt of the returned products, WIN will promptly dispatch a replacement order. WIN will pre-pay the cost of shipping the replacement products.

NOTE: WIN will not refund, to any distributor, the purchase price of any retail customer returns and no replacement of product will be made if the conditions of this Rule are not met. Any goods received without prior approval will be refused and the shipping charges debited from that distributor's account. Furthermore, an unauthorized return may result in the status of that distributor to be made "inactive."

G-2 Unsatisfactory Goods. WIN will replace, within thirty (30) days of the invoice date, any product(s) determined to be unsatisfactory; provided, however, that WIN reserves the right to inspect such alleged unsatisfactory goods at its principal place of business upon their return. However, no products should be returned to WIN before prior approval is sought and received. In order to assure that replacement of product will be issued, strict compliance to the following procedures is required. Additionally, in the event a distributor is required to repurchase non-conforming goods from a retail customer, then the following procedures must be followed as well before WIN will replace such non-conforming product:

- 1) Submit a completed Quality Control Form, accompanied by proof of payment and a copy of the invoice or packing slip, to WIN stating the reason for the request;
- 2) Obtain a Return Merchandise Authorization (RMA) number. This number will be issued 24 hours after WIN's receipt of the Quality Control Form;
- 3) Return the unsatisfactory product(s) to WIN. Any goods mailed to WIN must have the RMA number prominently displayed on each shipping carton. Upon receipt of the unsatisfactory products, WIN will promptly dispatch a replacement order; and
- 4) WIN will not replace any product previously certified as sold under the 70% Rule (Rule F-4).

NOTE: A distributor's account will be credited for shipping charges incurred only when a postage receipt accompanies the returned shipment. Any product returns received without prior approval will be refused. Furthermore, an unauthorized return may result in the status of that distributor to be made "inactive."

G-3 Resignation Returns. Except where required by applicable law, WIN has the option to not repurchase products. However, all accepted returns by distributors require voluntary resignation as outlined in **Rule C-6 Voluntary Resignation**.

G-4 Omitted

G-5 Policies for Product Returns. In most states, the company is not obligated to repurchase product from its distributors. The following are exceptions:

- 1) **Louisiana, Massachusetts and Wyoming Policy for Product Returns.** For products purchased from WIN which have not been verified as having been sold by a distributor and which are in reusable and resalable condition and are offered for repurchase at any time, the repurchase price shall be 90 percent of the wholesale price of the products paid by the distributor, including sales tax, less all commissions, bonuses and rebates received by the distributor from WIN as a result of products purchased from WIN. Timely compliance with **Rule C-6 Voluntary Resignation** must occur before any products may be offered for repurchase by WIN.
- 2) **Georgia and Montana Policy for Product Returns.** For products, sales aids, literature and promotional items purchased from WIN which have not been verified as having been sold by a distributor and which are in reusable and resalable condition and are offered for repurchase at any time the repurchase price shall be 90 percent of the wholesale price of the products paid by the distributor, including sales tax, less all commissions, bonuses and rebates received by the distributor from WIN as a result of products purchased from WIN. Timely compliance with **Rule C-6 Voluntary Resignation** must occur before any products may be offered for repurchase by WIN.
- 3) **Maryland and Puerto Rico Policy for Product Returns.** For products purchased from WIN which have not been verified as having been sold by a distributor and which are in reusable and resalable condition and are offered for repurchase 3 months after the receipt of the merchandise first ordered, the repurchase price shall be 90 percent of the wholesale price of the products paid by the distributor, including sales tax, less all commissions, bonuses and rebates received by the distributor from WIN as a result of products purchased from WIN. Timely compliance with **Rule C-6 Voluntary Resignation** must occur before any products may be offered for repurchase by WIN.
- 4) **Michigan Policy for Product Returns.**
 - (a) For products offered for repurchase by a new participant within thirty (30) days of the date WIN accepted distributor's application, the repurchase price shall be the full list wholesale price paid to WIN for the products and sales aids being returned. Products must be in re-usable and resalable condition. Timely compliance with **Rule C-6 Voluntary Resignation** must occur before any products may be offered for repurchase by WIN.
 - (b) For products purchased from WIN which have not been verified as having been sold by a distributor and which are in reusable and resalable condition and are offered for repurchase within ninety (90) days of their date of purchase, the repurchase price shall be 90 percent of the wholesale price of the products paid by the distributor, including sales tax, less all commissions, bonuses and rebates received by the distributor from WIN as a result of products purchased from WIN. This deduction shall not include bonuses and commissions earned by the distributor as a result of resale to end-users. Timely compliance with **Rule C-6 Voluntary Resignation** must occur before any products may be offered for repurchase by WIN.
- 5) **South Dakota Policy for Product Returns.** For products purchased from WIN which have not been verified as having been sold by a distributor and which are in reusable and resalable condition and are offered for repurchase 12 months after the receipt of the merchandise first ordered, the repurchase price shall be 90 percent of the wholesale price of the products paid by the distributor, including sales tax, less all commissions, bonuses and rebates received by the distributor from WIN as a result of products purchased from WIN. Timely compliance with **Rule C-6 Voluntary Resignation** must occur before any products may be offered for repurchase by WIN.

G-6 Buyer's Right to Cancel. Federal law empowers a buyer to cancel certain sales without penalty prior to midnight of the third business day after the transaction. This rule covers retail consumer sales of \$25 or more that occur away from the seller's main office. The WIN Retail Sales Order Form contains all legally required notices. **The buyer must sign it and two copies must be given to the buyer on every sale.** In addition, the distributor must orally inform the buyer of the three-day right to cancel at the time the buyer signs the contract of sale or purchases the goods.

G-7 Independent Distributor's Responsibility. Distributors must comply with all state laws regarding repurchase of product. Subject to such laws, as a matter of policy, if a retail customer mails or delivers to a distributor a valid notice of cancellation prior to midnight on the third business day after ordering or purchasing the product, the distributor must honor it. If the buyer has taken delivery of any goods, they must be returned with the notice in substantially as good condition as when delivered. Within ten (10) business days after receiving the notice, the distributor must refund all payments made under the life of the contract.

- G-8 Commission Debits.** Upon receiving returned merchandise, WIN reserves the right to debit upline distributors in the amount of the Discount Profits, Royalties and/or Bonuses paid on the products returned to WIN and, in the event a distributor is no longer a distributor or is not entitled to receive commissions equal to or greater than the amount of the debit, then WIN reserves the right to institute an action to recover any monies due and owing.

H. GENERAL PROVISIONS

- H-1 Recordkeeping.** WIN encourages all its distributors to keep complete and accurate records of all their business dealings.
- H-2 Income Claims.** No false or misleading income projections, including those based solely on mathematical projections or “ideal projections” of the WIN Compensation Plan, may be made to prospective distributors. A distributor of WIN may not represent his/her own incomes as indications of the success assured to others, since income success has many variables.
- H-3 Press Inquiries.** Distributors may not solicit media attention or respond to media inquiry on behalf of WIN, nor are any distributors authorized to give personal testimonials or product information to the media, except as authorized by WIN. All media inquiries should be immediately referred to the attention of the “WIN Press Representative” in WIN. Their prompt response to all media inquiries will assure accurate reporting regarding WIN.
- H-4 Governmental Endorsement.** Federal and state regulatory agencies do not approve or endorse direct selling programs. Therefore, distributors may not represent or imply, directly or indirectly, that the WIN program has been approved or endorsed by any governmental agency.
- H-5 Refund Provisions, Training Materials.** All training materials are non-refundable except where required by applicable state law.
- H-6 Registration Compliance.** If and when it should occur that WIN, as a Texas limited partnership, is required to register itself in any other state based on that state’s requirements, WIN will determine the best means and by which method compliance should occur.
- H-7 Product Liability Insurance.** WIN manufacturers certify to WIN that each carry in their country of manufacture \$1 million product liability insurance.
- H-8 Amendments.** WIN reserves the right to amend the Rules & Regulations set forth herein, its wholesale or suggested retail prices and Compensation Plan, as it deems appropriate. Amendments will be communicated directly to all distributors through official WIN publications or other means. Amendments are effective and binding on all distributors as of the date of issue.
- H-9 Non-Waiver Provision.** No failure of WIN to exercise any power under these Rules & Regulations or to insist upon strict compliance by a distributor with any obligation or provision herein, and no custom, practice or course of dealing of the parties at variance with these Rules & Regulations, shall constitute a waiver of the company’s rights to demand exact compliance with these Rules & Regulations. Waiver by the company can be affected only in writing by an authorized officer of the company that expressly waives enforcement of or the exercise of any power under these Rules & Regulations. The company’s waiver of any particular default by a distributor shall not affect or impair the company’s rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other distributor. Nor shall any delay or omission by the company to exercise any right arising from default affect or impair the company’s rights as to that or any subsequent default.
- H-10 Compliance With Governmental Regulations.** In the event any legislation, rule, judgment or order is enacted, adopted or issued which commercially frustrates WIN’s purpose in entering into an Distributor Agreement or its ability to perform, WIN has the right, and sole discretion, notwithstanding any other provisions of the Distributor Agreement or these Rules & Regulations, to terminate immediately the relationship between WIN and a distributor pursuant

to a Distributor Agreement or to cease to perform or to unilaterally modify that portion of the Distributor Agreement and these Rules & Regulations which have been so affected.

- H-11 Force Majeure.** All distributors understand and acknowledge that WIN shall not be liable for any loss, damage, detention, delay or failure to perform in whole or in part resulting from causes beyond WIN's control, including but not limited to, fires, strikes, insurrections, riots, acts of terrorism, embargoes, delays in transportation, inability to obtain supplies or requirements or regulations of any governmental authority or any other civil or military authority.
- H-12 Entire Agreement.** These Rules & Regulations, together with the Distributor Agreement, embody the entire agreement and understanding between WIN and any distributor relating to any and all relationships between WIN and any distributor, including without limitation, the subject matter hereof, and supersedes all prior agreements and understandings between WIN and any distributor, whether oral or in writing, and there are no warranties, representations or other agreements between the parties in connection with their relationship except as specifically and expressly set forth herein or in the Distributor Agreement.
- H-13 No Reliance.** In executing a Distributor Agreement, each distributor expressly represents and warrants and does thereby state and represent that no promises or agreements which are not expressed in the Distributor Agreement and/or Rules & Regulations have been made to such distributor and that each distributor expressly disclaims reliance upon any statement or representation of any agent, representative or employee of WIN.
- H-14 Construction and Interpretation.** (a) The titles and subtitles of various sections and subsections of these Rules & Regulations are inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants or conditions of these Rules & Regulations, (b) the language used in these Rules & Regulations shall in all cases be construed simply according to its fair meaning, (c) it is agreed that if any provision of these Rules & Regulations is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.
- H-15 Severability.** In the event that any of the provisions of these Rules & Regulations and/or the Distributor Agreement shall be held to be invalid, illegal or unenforceable, for any reason whatsoever, such invalidity, illegality or unenforceability shall not affect any of the other provisions hereof or in the Distributor Agreement, and these Rules & Regulations and/or the Distributor Agreement shall be construed as if such invalid, illegal and unenforceable provision had never been contained therein.
- H-16 Reservations of Rights.** WIN expressly reserves any and all rights regarding the formulation and availability of products and services including, but not limited to, the sole and absolute right to modify, reduce, increase or alter the formulation and/or the availability of its products and services. At its sole discretion, WIN may modify, add, or delete services/utilities it offers to its distributors as well as restrict certain services/utilities to distributors on an individual basis. In addition, WIN expressly reserves any and all rights regarding the publication of and representations, if any, contained in any literature released by WIN, the compensation plan offered by WIN and any other decision related to the business opportunity or products and services of WIN. WIN reserves any and all rights related to, directly or indirectly, product types, quantity, formulations, labeling, packaging, prices and market availability.
- H-17 Venue; Governing Law.** ANY DISPUTE OR CLAIM ARISING UNDER OR IN CONNECTION WITH THE DISTRIBUTOR AGREEMENT (HEREINAFTER THE "AGREEMENT"), THESE RULES & REGULATIONS, AND/OR THE BUSINESS RELATIONSHIP ESTABLISHED BY THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, REGARDLESS OF ANY CHOICE OF LAW PRINCIPLES. ANY LEGAL ACTION INVOLVING THE AGREEMENT, THESE RULES & REGULATIONS, OR THE BUSINESS RELATIONSHIP ESTABLISHED BY THIS AGREEMENT SHALL BE PROPER ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS, AND NO OTHER COURT SHALL HAVE VENUE. DISTRIBUTOR EXPRESSLY WAIVES ANY OBJECTIONS BASED ON VENUE OR FORUM NON CONVENIENS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING. DISTRIBUTOR AGREES AND ACKNOWLEDGES THAT, BY SIGNING THIS AGREEMENT, THEY IRREVOCABLY AND UNCONDITIONALLY SUBMIT THEMSELVES AND THEIR PROPERTY TO PERSONAL JURISDICTION IN THE STATE AND FEDERAL

COURTS LOCATED IN DALLAS COUNTY, TEXAS. DISTRIBUTOR FURTHER AGREES THAT ANY DISPUTES, CONTROVERSIES, OR CLAIMS ARISING UNDER, OUT OF, OR IN CONNECTION WITH THE AGREEMENT, THESE RULES & REGULATIONS, AND/OR THE BUSINESS RELATIONSHIP ESTABLISHED BY THE AGREEMENT WILL BE RESOLVED ON AN INDIVIDUALIZED BASIS, AND NO CLASS ACTIONS, COLLECTIVE ACTIONS, OR JOINDER WITH ANY OTHER PERSON'S OR ENTITY'S DISPUTES, CONTROVERSIES, OR CLAIMS ARE PERMITTED.

- H-18 No Personal Liability.** All covenants, duties, obligations and liabilities of WIN to a distributor shall be the sole responsibility of WIN and shall be recourse solely to WIN and its assets. Under no circumstances whatsoever shall any officers, directors, partners (general or limited), shareholders, shareholders of any general or limited partnerships, employees, representatives, attorneys or affiliates of WIN be deemed personally liable under these Rules & Regulations and/or the Distributor Agreement for any such covenants, duties, obligations or liabilities.
- H-19 Limitation of Liability.** All distributors understand and agree that the liability of WIN for any claim whatsoever related to the relationship between WIN and a distributor, including any cause of action sounding in contract, tort or strict liability, shall not exceed, and shall be limited to, the amount of unsold WIN product inventory owned by such distributor; thus, the sole liability, if any, of WIN shall be to pay the monetary equivalent of such unsold WIN product inventory owned by such distributor. Under no circumstances whatsoever shall WIN be liable to any distributor for any special, exemplary, incidental, indirect or consequential damages, including costs, revenues or lost profits, resulting from, arising out of, or related to any relationship between WIN and any distributor.
- H-20 Non-UCC Application.** The Distributor Agreement does not involve the sale of goods and, as such, any jurisdiction's uniform commercial code (collectively, the "UCC") shall have no application to the Distributor Agreement and the party's rights thereunder; provided, however, that in the event that a distributor chooses to purchase WIN's goods, products and services for resale after execution and acceptance of an Distributor Agreement, such purchases may be subject to applicable provisions of the UCC.
- H-21 Slamming.** All distributors must refrain from conducting any unethical and illegal activities involving "slamming." The Federal Communications Commission (hereafter "FCC") and Federal Trade Commission (hereafter "FTC") recognize "slamming" as the unauthorized switching of a consumer's local, local toll, or long-distance service provider. Because both WIN and its distributors are held liable under FCC Regulations, it is the responsibility of the distributor to make sure that "slamming" does not occur by:
- 1) Having the consumer complete — in full — a service agreement, otherwise known as a Letter of Agency. The FCC, prior to any switch in long distance carriers, requires this Letter of Agency as authorization to switch the carrier. In addition, consumers in California and South Dakota must complete a process known as Third Party Verification as further authorization for the switch to take place.
 - 2) Having the consumer successfully complete the phone-in application process, otherwise known as Electronic Verification. This program includes the Third Party Verification process for all states.
- H-22 Harassment and Misconduct.** Because distributors are required to be courteous and respectful of every person with whom they have contact in the course of their business, including other distributors, sexual harassment and misconduct will not be tolerated. Any person who feels he or she has been the victim of any such misconduct should immediately file a written report with the office of Distributor Relations & Compliance, without fear of reprisal. Confidentiality will be maintained. Upon receipt of a complaint alleging misconduct by a distributor, WIN may, in its sole discretion, conduct background and criminal checks of the subject distributor. As set forth in **Rule C-7, Violations and Remedies**, any distributor found to be in violation of this rule will immediately be subject to termination. A distributor who makes unwelcome advances, threats or in any way harasses (sexually or otherwise) another person with whom they have contact in the course of their business shall be personally liable for such actions and their consequences. WIN accepts no liability for such misconduct by a distributor.
- H-23 Transferring of Distributor Application & Agreement.** WIN, in its sole discretion, is authorized to assign the distributor contract to any third party.

ALPHABETICAL LISTING BY RULE NAME

RULE	PAGE
70 Percent Rule	16
70 Percent Rule Enforcement	16
Account Information Changes	7
Acquisition of Business	9
Amendments	22
Annual Renewal	4
Assumed Names	4
Becoming a Distributor	2
Blind Ads	13
Buyer's Right to Cancel	21
Calendar Period	14
Commission Debits	21
Company Literature	12
Compliance With Governmental Regulations	22
Confidentiality Agreement	10
Construction and Interpretation	22
Corporations, Partnerships and Trusts	3
Covenant Not to Compete	7
Criteria for a Dual Sponsor	7
Cross Group Buying/Selling	6
Cross Group Recruiting	10
Currency Restrictions	15
Damaged Goods	18
Direct Deposit	15

Direct Purchase	17
Distributor Agreement	14
Distributor Rights	3
Dual Sponsoring	7
Endorsements	12
Entire Agreement	22
Force Majeure	22
Governmental Endorsement	21
Harassment and Misconduct	24
Imprinted Business Cards or Letterheads	11
Imprinted Checks	11
Income Claims	12
Income Claims	21
Indemnity Agreement and Attorneys Fees	5
Independent Communications	12
Independent Contractor Status	5
Independent Distributor Support	13
Independent Distributor's Responsibility	21
International Sponsoring	11
International Sponsoring Fee	11
Internet Advertising	14
Internet Search Engines and Directory Listings	11
Legal Age	3
Legal Compliance	6
Limitation of Liability	23
Limits on Transferability or Sale	10
Married Couples	3

Media Interviews	12
Modifications to Original Terms	8
No Exclusive Rights or Territories	6
No Personal Liability	23
No Purchase Required	3
No Purchase Required to Become an Independent Distributor	15
No Reliance	22
Non-UCC Application	23
Non-Waiver Provision	22
Other Products	6
Payment Options	17
Policies for Product Returns	20
Press Inquiries	21
Price Changes	18
Print and Electronic Advertising	12
Product Claims	13
Product Liability Insurance	22
Professional Ethics	2
Purchase Limitations	16
Recordings	13
Recordkeeping	21
Refund Provisions, Training Materials	22
Registration Compliance	22
Registration of Michigan Cooperatives/Associations/Training Centers	10
Repackaging or Package Altering Prohibited	13
Reservations of Rights	23
Resignation Returns	20

Retail Customer Returns	19
Retail Outlets and Service-Oriented Establishments	19
Retail Pricing; Receipts	18
Retail Sales Rule	16
Royalty and Bonus Payment Date	15
Severability	23
Shipping Cost	17
Simultaneous Interests	3
Slamming	24
Solicitation Using Commission Earnings/Statements	10
Sponsoring	7
Stockpiling Discouraged	15
Succession	10
Tax Exemption	19
Taxation	6
Telephone Answering	13
Timely Product and Materials Delivery	18
Trademarks	11
Transferring of Distributor Application & Agreement	24
Transferring Sponsorship	8
Unsatisfactory Goods	20
Venue; Governing Law	23
Violations and Remedies	9
Voluntary Resignation	9
WIN Compensation Plan	7
WIN Identification Number	6
WINAccess.com and MyWINWebPage	5