



Independent Brand Partner Policies and Procedures 2019



TABLE OF CONTENTS

SECTION 1 - CODE OF ETHICS

SECTION 2 – INTRODUCTION

2.1 – POLICIES AND COMPENSATION PLAN INCORPORATED INTO BRAND PARTNER AGREEMENT

2.2 – ADHERENCE TO THE NUTRISERA WORLDWIDE INC.COMPENSATION PLAN

2.3 – PURPOSE OF POLICIES

2.4 – CHANGES TO THE AGREEMENT

2.5 – DELAYS

2.6 – POLICIES AND PROVISIONS SEVERABLE

2.7 – WAIVER

2.8 – CORPORATE TOURS

SECTION 3 – BECOMING A BRAND PARTNER

3.1 – REQUIREMENTS TO BECOME A BRAND PARTNER

3.2 – NO PRODUCT PURCHASE REQUIRED

3.3 – BRAND PARTNER BENEFITS

3.4 – TERM AND RENEWAL OF A NUTRISERA WORLDWIDE INC..BUSINESS

SECTION 4 – INCOME DISCLOSURE POLICY

SECTION 5 – ADVERTISING

5.1 – INTELLECTUAL PROPERTY

5.2 – INDEPENDENT BRAND PARTNER-PRODUCED MARKETING MATERIALS

5.3 – BRAND PARTNER WEBSITES

5.4 – BLOGS, CHAT ROOMS, SOCIAL NETWORKS, ONLINE AUCTIONS, AND OTHER ONLINE FORUMS

5.5 – DOMAIN NAMES AND EMAIL ADDRESSES

5.6 – SALES MEDIUMS

5.7 – ADVERTISED PRICE

5.8 – GENERIC BUSINESS ADVERTISEMENTS

5.9 – MEDIA AND MEDIA INQUIRIES

5.10 – UNSOLICITED EMAIL AND FAX COMMUNICATION

5.11 – TELEMARKETING RESTRICTIONS

5.12 – UNAUTHORIZED CLAIMS AND ACTIONS

5.12.1 – Indemnification

5.12.2 – Product Claims

5.13 – TRADE SHOWS, EXPOSITIONS, AND OTHER SALES FORUMS

SECTION 6 – A BRAND PARTNER’S RELATIONSHIP WITH THE COMPANY

6.1 – BUSINESS ENTITIES

6.1.1 – Changes to a Business Entity

6.1.2 – Change of Sponsor

6.1.3 – Change of Placement



- 6.1.4 – Cancellation and Re-application
- 6.2 – CONFLICTS OF INTEREST
 - 6.2.1 – Non-solicitation.
 - 6.2.2 – Sale of Competing Goods or Services.
 - 6.2.3 – Brand Partner Participation in Other Direct Selling Programs.
- 6.3 – TARGETING OTHER DIRECT SELLERS
- 6.4 – DOWNLINE (GENEALOGY) REPORTS
- 6.5 – CROSS SPONSORING
- 6.6 – GOVERNMENTAL APPROVAL OR ENDORSEMENT
- 6.7 – HOLDING APPLICATIONS OR ORDERS
- 6.8 – IDENTIFICATION
- 6.9 – INCOME TAXES
- 6.10 – INDEPENDENT CONTRACTOR STATUS
- 6.11 – INSURANCE
- 6.12 – INTERNATIONAL MARKETING
- 6.13 – NOT FOR RESALE
- 6.15 – Sponsorship Rights
- 6.16 – BENEFICIAL INTEREST
- 6.17 – SUCCESSION
 - 6.17.1 – Transfer Upon Death of a Brand Partner
 - 6.17.2 – Transfer Upon Incapacitation of a Brand Partner
- 6.18 – SALE, TRANSFER, OR ASSIGNMENT OF A NUTRISERA WORLDWIDE INC.BUSINESS
- 6.19 – ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED INDIVIDUALS
- 6.20 – SEPARATION OF A NUTRISERA WORLDWIDE INC.BUSINESS
- SECTION 7 – RESPONSIBILITIES OF BRAND PARTNERS
 - 7.1 – CHANGE OF ADDRESS, TELEPHONE, AND EMAIL ADDRESSES
 - 7.2 – SPONSORING BRAND PARTNER RESPONSIBILITIES
 - 7.2.1 – INITIAL TRAINING
 - 7.2.2 – ONGOING TRAINING RESPONSIBILITIES
 - 7.3 – NONDISPARAGEMENT
 - 7.4 – REPORTING POLICY VIOLATIONS
- SECTION 8 – SALES REQUIREMENTS
 - 8.1 – PRODUCT SALES
 - 8.2 – NO TERRITORY RESTRICTIONS
 - 8.3 – SALES RECEIPTS
 - 8.4 – PRODUCT PACKAGING AND LIABILITY
- SECTION 9 – AUTOSHIP PROGRAM
 - 9.1 – AUTOSHIP CYCLE
 - 9.2 – AUTOSHIP STATUS



9.3 – AUTOSHIP ENROLLMENT

SECTION 10 – BONUSES AND COMMISSIONS

10.1 – BONUS AND COMMISSION QUALIFICATIONS

10.2 – ERRORS OR QUESTIONS

10.3 – BONUS BUYING PROHIBITED

10.4 – ADJUSTMENTS TO BONUSES AND COMMISSIONS

10.4.1 – Returned Products

10.5 – REPORTS

SECTION 11 – PRODUCT GUARANTEES, RETURNS, AND INVENTORY REPURCHASE

11.1 – CUSTOMER SATISFACTION GUARANTEE

11.2 – RETURN OF INVENTORY AND SALES AIDS BY BRAND PARTNERS UPON CANCELLATION

11.2.1 – Local and State Laws

11.3 – PROCEDURES FOR ALL RETURNS

11.4 – PRODUCT ABANDONMENT

SECTION 12 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

12.1 – DISCIPLINARY SANCTIONS

12.2 – GRIEVANCES AND COMPLAINTS

12.3 – BRAND PARTNER CONDUCT REVIEW COMMITTEE

12.4 – BRAND PARTNER CONDUCT APPEALS COMMITTEE

12.5 – MEDIATION

12.6 – ARBITRATION

12.7 – GOVERNING LAW, JURISDICTION, AND VENUE

SECTION 13 – PAYMENT AND SHIPPING

13.1 – RETURNED CHECKS

13.2 – RESTRICTIONS ON THIRD PARTY USE OF CREDIT CARDS AND CHECKING ACCOUNT ACCESS

13.3 – SALES TAXES

SECTION 14 – RECLASSIFICATION AND CANCELLATION

14.1 – RECLASSIFICATION

14.2 – CANCELLATION

14.3 – NON-RENEWAL

SECTION 15 – DEFINITIONS



SECTION 1 – CORPORATE CODE OF ETHICS

1.1 Code of Ethics: NUTRISERA WORLDWIDE INC. (hereafter or “the Company”) is a values-based company that prides itself on the quality and character of its Brand Partners. The following guidelines help ensure consistency, and a uniform standard of excellence throughout our organization. Therefore, every NUTRISERA WORLDWIDE INC. Brand Partner is expected to practice the following ethical behavior when acting in the name of the company:

- I will be respectful of every person I meet while doing NUTRISERA WORLDWIDE INC. related business.
- At all times I will conduct myself and my business in an ethical, moral, legal, and financially sound manner.
- I will not engage in activities that would bring disrepute to me, NUTRISERA WORLDWIDE INC., any NUTRISERA WORLDWIDE INC. Corporate officer, employee, or other Brand Partners.
- I will not make discouraging or disparaging claims toward other NUTRISERA WORLDWIDE INC. Brand Partners. I will ensure that in all NUTRISERA WORLDWIDE INC. business dealings I will refrain from engaging in negative language. I will refrain from making any type of slanderous statements.
- I will be truthful in my representation of NUTRISERA WORLDWIDE INC. Products by making no diagnostic, therapeutic, curative, or exaggerated claims and by clearly stating all terms of sale. I understand any claim of cure, prevention, mitigation, treatment or any prescription is strictly forbidden.
- I will provide support and encouragement to my Customers to ensure that their experience with NUTRISERA WORLDWIDE INC. is a successful one. I understand that it is important to provide follow-up service and support to my customers and down-line.
- I will truthfully and accurately represent all elements of the NUTRISERA WORLDWIDE INC. Bilateral Partnership Plan, and the income potential represented therein. I understand I may not use my own income as an indication of others’ potential success, or use compensation checks as marketing materials. I further understand that I may only disclose my personal NUTRISERA WORLDWIDE INC. income to any prospect or potential Brand Partner(s)

Nutrisera Worldwide Temporary Income Disclosure Policy

Very simply, the Nutrisera Bilateral Compensation Plan rewards you for selling products and services and for having sponsored other participants who do the same. Although the opportunity is unlimited, individual results will vary depending on commitment levels and sales skills and market factors that are beyond your control. Since Nutrisera Worldwide has recently launched, it lacks the statistical data needed to prepare a reliable disclosure of actual IBP earnings. If income projections were presented to you prior to your enrollment, such projections are not necessarily representative of the income, if any, that you can or will earn through your participation in the Bilateral Compensation Plan. As with any business, success with Nutrisera results only from hard work, dedication, and leadership.

All references to commissions and bonuses contained in the following charts and made elsewhere in this literature are hypothetical only. They are intended merely to illustrate the mechanical operation of the Compensation Plan, and should not be considered as guarantees or projections of your actual earnings or profits.

The numbers below reflect **estimates** prepared by the company pending a more detailed survey to be conducted after its first year. Based on industry standards and company projections, the average annual gross income for distributors is projected to be between **\$500 and \$3,000**. Some distributors will earn less while others will earn much more.



SECTION 2 – INTRODUCTION

2.1 – Policies and Compensation Plan Incorporated into Brand Partner Agreement: These Policies and Procedures, in its present form and as amended at the sole discretion of NUTRISERA WORLDWIDE_INC, are incorporated into and form an integral part of the NUTRISERA WORLDWIDE INC. Brand Partner Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the all terms and conditions of the NUTRISERA WORLDWIDE INC. Brand Partner Application and Agreement, these Policies and Procedures, and the NUTRISERA WORLDWIDE INC., Compensation Plan. These documents are incorporated by reference into the NUTRISERA WORLDWIDE INC. Brand Partner Agreement (all in their current form and as amended by NUTRISERA WORLDWIDE INC.). It is the responsibility of each Independent Brand Partner (hereafter “Brand Partner”) to read, understand, adhere to, and ensure that they are aware of and operating under the most current version of these Policies and Procedures. When sponsoring or enrolling a new Brand Partner, it is the responsibility of the sponsoring Brand Partner to ensure that the applicant is provided with, or has online access to the most current version of these Policies and Procedures and the NUTRISERA WORLDWIDE INC. Compensation Plan prior to their execution of the Brand Partner Agreement.

2.2 – Adherence to the NUTRISERA WORLDWIDE INC. Compensation Plan: Brand Partners must adhere to the terms of these Policies and of the NUTRISERA WORLDWIDE INC. Compensation Plan as set forth in Official NUTRISERA WORLDWIDE INC. Literature. Brand Partners shall not offer the NUTRISERA WORLDWIDE INC. opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in Official NUTRISERA WORLDWIDE INC Literature. Brand Partners shall not require or encourage other current or prospective Customers or Brand Partners to participate in NUTRISERA WORLDWIDE INC. in any manner that varies from the program as set forth in Official NUTRISERA WORLDWIDE INC. Literature. Brand Partners shall not require or encourage other current or prospective Customers or Brand Partners to execute any agreement, contract, or membership, other than those offered by the Company, in order to become a NUTRISERA WORLDWIDE INC. Brand Partner. Similarly, Brand Partners shall not require or encourage other current or prospective Customers or Brand Partners to make any purchase from, or payment to, any individual or other entity to participate in the NUTRISERA WORLDWIDE INC. Compensation Plan other than those purchases or payments identified as recommended or required in Official NUTRISERA WORLDWIDE INC. Literature.

2.3 – Purpose of Policies: NUTRISERA WORLDWIDE INC. is a direct sales company that markets its products through Independent Brand Partners. It is important to understand that your success and the success of your fellow Brand Partners depends on the integrity of the men and women who market our products and services. To clearly define the relationship that exists between Brand Partners and NUTRISERA WORLDWIDE INC. and to explicitly set a standard for acceptable business conduct, NUTRISERA WORLDWIDE INC. has established the Agreement.

NUTRISERA WORLDWIDE INC. Brand Partners are required to comply with (1) all of the Terms and Conditions set forth in the Agreement which NUTRISERA WORLDWIDE INC. may amend at its sole discretion from time to time and (2) all federal, state, and local laws governing their NUTRISERA WORLDWIDE INC. business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. We encourage you to review the following information carefully. It explains and governs the relationship between you, as an independent contractor, and the Company. If you have any questions regarding any policy or rule, do not hesitate to contact compliance@nutrisera.com or seek an answer from your up-line.



2.4 – Changes to the Agreement: Because federal, state, and local laws, as well as the business environment, periodically change, NUTRISERA WORLDWIDE INC. Reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By signing the Brand Partner Agreement, a Brand Partner agrees to abide by all amendments or modifications that NUTRISERA WORLDWIDE INC. elects to make. Amendments shall be effective upon notice to all Brand Partners that the Agreement has been modified. Notification of amendments shall be published in official NUTRISERA WORLDWIDE INC. materials.

The Company shall provide or make available to all Brand Partners a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official website, (2) electronic mail (email), (3) fax-on-demand, (4) voice mail system broadcast, (5) inclusion in Company periodicals, (6) inclusion in product orders, or (7) special mailings. The continuation of a Brand Partner's NUTRISERA WORLDWIDE INC. business or a Brand Partner's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

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

2.6 – Policies and Provisions Severable: If any provision of the Agreement, in its current form or as may be amended is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

2.7 – Waiver: The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of NUTRISERA WORLDWIDE INC. To exercise any right or power under the Agreement or to insist upon strict compliance by a Brand Partner with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of NUTRISERA WORLDWIDE INC.'s right to demand exact compliance with the Agreement. Waiver by NUTRISERA WORLDWIDE INC. can be effectuated only in writing by an authorized officer of the Company. NUTRISERA WORLDWIDE INC. 's waiver of any particular breach by a Brand Partner shall not affect or impair NUTRISERA WORLDWIDE INC.'s rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Brand Partner. Nor shall any delay or omission by NUTRISERA WORLDWIDE INC. To exercise any right arising from a breach affect or impair NUTRISERA WORLDWIDE INC.'s rights as to that or any subsequent breach. The existence of any claim or cause of action of a Brand Partner against NUTRISERA WORLDWIDE INC. shall not constitute a defense to NUTRISERA WORLDWIDE INC.'s enforcement of any term or provision of the Agreement.

2.8 – Corporate Tours: You may visit NUTRISERA WORLDWIDE INC. Corporate owned facilities only at designated times. You must make an appointment in advance to arrange any such visit. At the time of the visit, you are immediately required to sign in at the front desk, and must be accompanied at all times by a NUTRISERA WORLDWIDE INC. employee.



SECTION 3 – BECOMING A BRAND PARTNER

3.1 – Requirements to Become a Brand Partner

To become a NUTRISERA WORLDWIDE INC. Brand Partner, each applicant must:

- Be of the age of *majority* in his or her state of residence;
- Reside in the United States, U.S. Territories, or a country that NUTRISERA WORLDWIDE INC., has officially opened for business;
- Have a valid Social Security or Federal Tax ID number on file with the Company (if in the U.S.);
- Submit a properly completed NUTRISERA WORLDWIDE INC. authorized Brand Partner Agreement to the Company.

3.2 – No person is required to purchase NUTRISERA WORLDWIDE INC. Products, services or sales aids, to become a Brand Partner.

3.3 – Brand Partner Benefits

Once a Brand Partner Agreement has been accepted by NUTRISERA WORLDWIDE INC. the benefits of the Compensation Plan and the Brand Partner Agreement are available to Brand Partners in good standing. These benefits include the right to:

- Sell NUTRISERA WORLDWIDE INC. Products in accordance with Policies & Procedures;
- Participate in the NUTRISERA WORLDWIDE INC. Compensation Plan (receive bonuses and commissions, if eligible);
- Sponsor other individuals as Customers or Brand Partners into the NUTRICENSE and thereby, build a marketing organization and progress through the award levels of the NUTRISERA WORLDWIDE INC. Compensation Plan;
- Receive periodic NUTRISERA WORLDWIDE INC. literature and other NUTRISERA WORLDWIDE INC. Communications;
- Participate in NUTRISERA support, service, training, motivational and recognition functions (Upon payment of appropriate charges, if applicable); and participate in promotional and incentive contests and programs sponsored by NUTRISERA WORLDWIDE INC.

3.4 – Term and Renewal of a NUTRISERA WORLDWIDE INC. Business The term of the Brand Partner Agreement is one year from the date of its acceptance by NUTRISERA WORLDWIDE INC. (subject to reclassification for inactivity after six months). Every Brand Partner Agreement is automatically renewed each year as long as the Brand Partner maintains “Active” Status.

SECTION 4 – INCOME DISCLOSURE POLICY

I will make no income claims or representations regarding the NUTRISERA WORLDWIDE INC., Compensation plan, except those set forth in current official NUTRISERA WORLDWIDE INC. Literature. I acknowledge that a NUTRISERA WORLDWIDE INC. Brand Partner’s success depends on many variables, such as amount of time and effort committed to his or her business and his or her skills and organizational ability.

SECTION 5 – ADVERTISING

5.1 – Intellectual Property: NUTRISERA WORLDWIDE INC. will not allow the use of its trade names, trademarks, designs, or symbols outside of corporate produced and approved sales aids by any person, including NUTRISERA WORLDWIDE INC Brand Partners, without prior written authorization from NUTRISERA WORLDWIDE INC. Furthermore, no Brand Partner may use, publish, reproduce, advertise, sell, or display in any manner the name, picture or likeness, or voice of another Brand Partner, Corporate Officers, and or employees, without prior written consent from the named Brand Partner. This consent must be on file with NUTRISERA WORLDWIDE INC.’s Compliance Department prior to any use.

5.2 – Independent Brand Partner Produced Marketing Materials: Brand Partners may not create and publish their own marketing materials, advertising materials, and/or other sales aids. All items must be submitted and reviewed by NUTRISERA WORLDWIDE INC. and must bear the



appropriate review seal before being disseminated or displayed. Any modification subsequent to initial approval must also be reviewed by NUTRISERA WORLDWIDE INC. and must also bear the appropriate review seal before being disseminated or displayed. Brand Partners may not sell independently produced items in any type of package that also contains corporate produced literature. Brand Partners may not produce for sale or distribution any recorded Company events and speeches without written permission from NUTRISERA WORLDWIDE INC. Brand Partners may also not reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations. NUTRISERA WORLDWIDE INC. further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Brand Partners waive all claims for damages or remuneration arising from or relating to such rescission.

5.3 – Brand Partner Websites: If a Brand Partner desires to utilize an Internet web page to promote their business, they may do so through NUTRISERA WORLDWIDE INC.'s official website or through NUTRISERA WORLDWIDE INC approved replicating websites after entering into the Website License Agreement. A copy of the Agreement can be obtained upon written request to NUTRISERA WORLDWIDE INC. From the nline business office.. Alternatively, Brand Partners may develop their own web pages. However, any Brand Partner who does so: (a) must use only text found on the Company's official website; (b) may not supplement the content of their website with text from any source other than the Company; (c) must register their site(s) with the Compliance department and receive written permission from Compliance prior to the site's public availability. After initial approval of the website is obtained, the Brand Partner may not change or modify its website without the express written consent of the Company. Websites that are owned, operated, or managed by a Brand Partner may not redirect a viewer to any other website, regardless of to- or from-page content. Failure to comply may result in disciplinary action up to and including termination of a Brand Partnership.

5.4 – Blogs, Chat Rooms, Social Networks, Online Auctions, and other Online Forums With the exception of the websites allowed by Section 5.3: Brand Partners shall not use any other website, including but not limited to, online blogs, chat rooms, social networks, online auction sites, video websites, or any other online forum to market, sell, advertise, promote, or discuss NUTRISERA WORLDWIDE INC. Products or services, or the NUTRISERA WORLDWIDE INC. Opportunity.

5.5 – Domain Names and Email Addresses: Brand Partners may not use or attempt to register or sell any of NUTRISERA WORLDWIDE INC.'s trade names, trademarks, service names, service marks, product names, or any derivative thereof, for any internet domain name or email address.

5.6 – Sales Mediums: NUTRISERA WORLDWIDE INC. Products may not be sold or promoted through catalogues or other mass sales mediums, such as infomercials, television, radio, or other related sales mediums. NUTRISERA WORLDWIDE INC. Products may not be sold or promoted through retail establishments. You may, however, sell NUTRISERA WORLDWIDE INC. sales aids and products through service establishments. These service establishments must require a membership and/or appointment, and the services performed must be health and wellness related. Only NUTRISERA WORLDWIDE INC. produced or -approved literature, banners, or signage may be displayed on a shelf, counter, or wall. These signage items must not be visible from the outside of the establishment.

5.7 – Advertised Price: You may not advertise any NUTRISERA WORLDWIDE INC. product at a price LESS than the highest company published, established retail price of ONE bottle or ONE case of the NUTRISERA WORLDWIDE INC. product plus shipping and applicable taxes. No special enticement advertising is allowed. This includes but is not limited to offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.



5.8 – Generic Business Advertisements: If you advertise via newspaper or other advertising venues, the following rules apply:

- No advertisement may imply that a job, position, salary, or any type of employment is allowed.
- No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part-time employment, or guaranteed incomes. The NUTRISERA WORLDWIDE INC. Opportunity is not a job, and may not be presented as such. Terms such as “manager trainee,” “management positions available,” “travel provided,” “call for interview,” “positions available,” “now hiring,” and other misleading statements are not allowed.
- No specific income can be promised or implied, and any references to compensation must use the word “commissions” to indicate the independent contractor status of Brand Partners.
- Advertisements may not contain references to NUTRISERA WORLDWIDE INC. or its products.
- You may not use any of NUTRISERA WORLDWIDE INC. Trademarks or trade names. Any requests for variances from the above rules must be submitted to NUTRISERA WORLDWIDE INC. and approved in writing prior to publication. Please direct any inquiries to compliance@nutrisera.com.

5.9 – Media and Media Inquiries: Brand Partners must not initiate any interaction with the media or attempt to respond to media inquiries regarding NUTRISERA WORLDWIDE INC. its products or services, or their independent NUTRISERA WORLDWIDE INC. Business. All inquiries by any type of media must be immediately referred to NUTRISERA WORLDWIDE INC.’s Compliance department. This policy is designed to ensure that accurate and consistent information is provided to the public, as well as a proper public image.

5.10 – Unsolicited Email and Fax Communication: NUTRISERA WORLDWIDE INC. does not permit Brand Partners to send unsolicited emails unless such emails strictly comply with applicable laws and regulations, including, without limitation, the federal CAN SPAM Act. Any email sent by a Brand Partner that promotes NUTRISERA WORLDWIDE INC., the NUTRISERA WORLDWIDE INC.. Opportunity, or NUTRISERA WORLDWIDE INC. Products and services, must comply with the following:

- There must be a functioning return email address to the sender.
- There must be a notice in the email that advises the recipient that they may reply to the email via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice).
- The email must include the Brand Partner’s physical mailing address.
- The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by email or regular mail, must be honored. If a Brand Partner receives an opt-out request from a recipient of an email, the Brand Partner must forward the opt-out request to the Company. NUTRISERA WORLDWIDE INC. may periodically send commercial emails on behalf of Brand Partners. By entering into the Brand Partner Agreement, the Brand Partner agrees that the Company may send such emails and that the Brand Partner’s physical and email addresses will be included in such emails as outlined above. Brand Partners shall honor opt-out requests generated as a result of such emails sent by the Company. Except as provided in this section Brand Partners may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of their NUTRISERA WORLDWIDE INC. Businesses.

5.11 – Telemarketing Restrictions: The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have “do not call” regulations as part of their telemarketing laws. While you may not consider yourself a “telemarketer” in the traditional sense of the word, these regulations broadly define “telemarketer” and “telemarketing” so that your inadvertent action of calling someone whose telephone number is listed on the federal “do not call” registry could



cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to \$16,000.00 per violation). Therefore, Brand Partners must not engage in telemarketing relative to the operation of their NUTRISERA WORLDWIDE INC. Businesses.

The term “telemarketing” means the placing of one or more telephone calls to an individual or entity to induce the purchase of a NUTRISERA WORLDWIDE INC. Product or service, or to recruit them for the NUTRISERA WORLDWIDE INC Opportunity. “Cold calls” made to prospective Customers or Brand Partners that promote either NUTRISERA WORLDWIDE INC. Products or services of the NUTRISERA WORLDWIDE INC. Opportunity constitutes telemarketing and are prohibited. Notwithstanding the foregoing, a Brand Partner may place telephone call (s) to a prospective Customer or Brand Partner (a “prospect”) under the following limited situations: a) If, the Brand Partner has an established business relationship with the prospect. An “established business relationship” is a relationship between a Brand Partner and a prospect based on:

- The prospect’s purchase, rental, or lease of goods or services from the Brand Partner within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or services; or
- A financial transaction between the prospect and the Brand Partner within the eighteen (18) months immediately preceding the date of such a call.

b) The prospect’s personal inquiry or application regarding a product or service offered by the Brand Partner within the three (3) months immediately preceding the date of such a call. c) If the Brand Partner receives written and signed permission from the prospect authorizing the Brand Partner to call. The authorization must specify the telephone number(s) which the Brand Partner is authorized to call. d) Brand Partners may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom a Brand Partner has at least a recent first-hand relationship (i.e., the Brand Partner recently personally met him or her). Bear in mind, however, that if a Brand Partner makes a habit of “card collecting” from everyone he or she meets and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if Brand Partners engage in calling “acquaintances,” the Brand Partner must make such calls on an occasional basis only and not as a routine practice. In addition, Brand Partners shall not use automatic telephone dialing systems relative to the operation of their NUTRISERA WORLDWIDE INC. Businesses. The term “automatic telephone dialing system” means equipment that has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator, and (b) to dial such numbers.

5.12 – Unauthorized Claims and Actions

5.12.1 Indemnification: A Brand Partner is fully responsible for all of their verbal and written statements made regarding NUTRISERA WORLDWIDE INC. Products, Services, and the Marketing and Compensation Plan which are not expressly contained in official NUTRISERA WORLDWIDE INC. Materials. Brand Partners agree to indemnify NUTRISERA WORLDWIDE INC. and NUTRISERA WORLDWIDE INC.’s directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by NUTRISERA WORLDWIDE INC. as a result of the Brand Partner’s unauthorized representations or actions. This provision shall survive the termination of the Brand Partner Agreement.

5.12.2 Product Claims: No claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by NUTRISERA WORLDWIDE INC. may be made except those contained in Official NUTRISERA WORLDWIDE INC. Literature; In particular, no Brand Partner may make any claim that NUTRISERA WORLDWIDE INC. Products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate



NUTRISERA WORLDWIDE INC. Policies, but they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

5.13 – Trade Shows, Expositions, and Other Sales Forums: NUTRISERA WORLDWIDE INC. provides a Trade Show Request Form in the Brand Partner’s Virtual Office, or upon request through Brand Partner Support. Brand Partners may display and/or sell ONLY NUTRISERA WORLDWIDE INC. Products at trade shows and professional expositions, with prior written approval from Compliance. Requests are approved on a first-submitted, first-served basis, and a maximum of one representation per event is allowed. Only one event per Brand Partner at a time is permitted. At the completion of each event, an additional request may be made. NUTRISERA WORLDWIDE INC. further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products or the NUTRICENSE IN C opportunity. Approval will not be given for swap meets, garage sales, flea markets, or farmer’s markets as these events are not conducive to the professional image NUTRISERA WORLDWIDE INC. wishes to portray.

SECTION 6 – BRAND PARTNER’S RELATIONSHIP WITH THE COMPANY

6.1 – Business Entities: A corporation, partnership, limited liability company, or trust (collectively referred to in this section as a “Business Entity”) may apply to be a NUTRISERA WORLDWIDE INC. Brand Partner by submitting its Certificate of Good Standing (for corporations and limited liability companies), Partnership Agreement, or trust documents (these documents are collectively referred to as the “Entity Documents”) to NUTRISERA WORLDWIDE INC., along with a properly completed Brand Partner Agreement. To prevent the circumvention of Section 6.18 (regarding Transfers and Assignments of a NUTRISERA WORLDWIDE INC.. Business), if an additional partner, shareholder, member, or other business entity affiliate is added to a business entity, the original applicant must remain as a party to the original Brand Partner Agreement. If the original Brand Partner wants to terminate their relationship with the Company, they must transfer or assign their business in accordance with Section 6.16. If this process is not followed, the business shall be canceled upon the withdrawal of the original Brand Partner. All bonus and commission checks will be sent to the address of record of the original Brand Partner. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship, which is addressed in section 6.1.2 below. NUTRISERA WORLDWIDE INC. may, at its discretion, require notarized documents before implementing any changes to a NUTRISERA WORLDWIDE INC. Business. Please allow thirty (30) days after the receipt of the request by NUTRISERA WORLDWIDE INC. for processing.

6.1.1 Changes to a Business Entity: Each Brand Partner must immediately notify NUTRISERA WORLDWIDE INC. of any changes to the type of business entity they utilize in operating their NUTRISERA WORLDWIDE INC. Business, and the addition or removal of business associates. A NUTRISERA WORLDWIDE INC. Business may change its status under the same sponsor from an individual to a partnership, corporation, trust, or from one type of entity to another. The Brand Partner Agreement form must be signed by all of the shareholders, partners, or trustees. Members of the entity are jointly and severally liable for any indebtedness or other obligation to NUTRISERA WORLDWIDE INC.

6.1.2 Change of Sponsor: To protect the integrity of all marketing organizations and safeguard the hard work of all Brand Partners, NUTRISERA WORLDWIDE INC. rarely allows changes in sponsorship; with the rare exception of direct line changes (meaning placement is not affected). A direct line change request must be made by submitting a completed Sponsor Change Request Form within a seven (7) day period from the date of enrollment, and must come from the current listed sponsor.

6.1.3 Change of Placement: Due to the unique programming and methodology of the NUTRISERA WORLDWIDE INC. Compensation Plan, no change of placement will be allowed.



6.1.4 Cancellation and Re-application: A Brand Partner may legitimately change organizations by voluntarily cancelling their NUTRISERA WORLDWIDE INC. Business and remaining inactive (i.e., no purchases of NUTRISERA WORLDWIDE INC. Products for resale, no sales of NUTRISERA WORLDWIDE INC. Products, no sponsoring, no attendance at any NUTRISERA WORLDWIDE INC. functions, participation in any other form of Brand Partner activity, or operation of any other NUTRISERA WORLDWIDE INC. Business for six (6) full consecutive calendar months. Following the six (6) month period of inactivity, the former Brand Partner may reapply under a new sponsor, but relinquishes all rights held by the original Brand Partnership (i.e., downline, commissions, previous orders, etc.).

6.2 – Conflicts of Interest

6.2.1 Non-solicitation: NUTRISERA WORLDWIDE INC. Brand Partners are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively “Network Marketing”). However, during the term of this Agreement, Brand Partners may not directly or indirectly recruit other NUTRISERA WORLDWIDE INC. Brand Partners or Customers. Following the cancellation of a Brand Partner Agreement, and for a period of six (6) calendar months thereafter, with the exception of a Brand Partner who is personally sponsored by the former Brand Partner, a former Brand Partner may not recruit any NUTRISERA WORLDWIDE INC. Brand Partner or Customer for another Network Marketing business. Brand Partners and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Brand Partners and NUTRISERA WORLDWIDE INC. agree that this non-solicitation provision shall apply to all markets in which NUTRISERA WORLDWIDE INC. conducts business.

6.2.2 Sale of Competing Goods or Services: Brand Partners must not sell, or attempt to sell, any competing non-NUTRISERA WORLDWIDE INC. programs, products, or services to NUTRISERA WORLDWIDE INC. Customers or Brand Partners. Any program, product, service, or direct selling opportunity in the same generic categories as NUTRISERA WORLDWIDE INC. Products is deemed to be competing, regardless of differences in cost, quality or other distinguishing factors.

6.2.3 Brand Partner Participation in Other Direct Selling Programs: If a Brand Partner is engaged in other non-NUTRISERA WORLDWIDE INC. direct selling programs, it is the responsibility of the Brand Partner to ensure that their NUTRISERA WORLDWIDE INC. Business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- Brand Partners shall not display NUTRISERA WORLDWIDE INC. promotional material, sales aids, or products with, or in the same location as any non-NUTRISERA WORLDWIDE INC. promotional material or sales aids, or products.
- Brand Partners shall not offer the NUTRISERA WORLDWIDE INC. Opportunity or products to prospective or existing Customers or Brand Partners in conjunction with any non-NUTRISERA WORLDWIDE INC. program, opportunity, product, or service.
- Brand Partners may not offer any non-NUTRISERA WORLDWIDE INC. Opportunity, products, services, or opportunity at any NUTRISERA WORLDWIDE INC. related meeting, seminar or convention, or within two hours and a five mile radius of the NUTRISERA WORLDWIDE INC. Event. If the NUTRISERA WORLDWIDE INC. meeting is held telephonically or on the internet, any non-NUTRISERA WORLDWIDE INC. meeting must be at least two hours before or after the NUTRISERA WORLDWIDE INC. meeting, and on a different conference telephone number or internet web address from the NUTRISERA WORLDWIDE INC. meeting.



6.3 – Targeting Other Direct Sellers: NUTRISERA WORLDWIDE INC. does NOT seek, and does not approve or condone, marketing efforts targeted at the customers or Brand Partners of any one specific company or group of companies. Should Brand Partners engage in solicitation and/or enticement of members of another direct sales company to sell or distribute NUTRISERA WORLDWIDE INC. Products, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Brand Partner alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, NUTRISERA WORLDWIDE INC. will not pay any of Brand Partner’s defense costs or legal fees, nor will NUTRISERA WORLDWIDE INC. indemnify the Brand Partner for any judgment, award, or settlement. NUTRISERA WORLDWIDE INC. does NOT seek information deemed confidential by other companies, such as customer or Brand Partner lists.

6.4 – Downline (Genealogy) Reports: Downline Activity Reports are available for Brand Partner access and viewing through the Brand Partner’s Virtual Office. Brand Partner access to their Downline Reports is password protected. All Downline Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to NUTRISERA WORLDWIDE INC. Downline Reports are provided to Brand Partners in strictest confidence and are made available to Brand Partners for the sole purpose of assisting Brand Partners in working with their respective Downline Organizations in the development of their NUTRISERA WORLDWIDE INC. Business. Brand Partners should use their Downline Reports to assist, motivate, and train their downline Brand Partners. NUTRISERA WORLDWIDE INC. will not provide Downline Reports to the Brand Partner. A Brand Partner shall not, during the term of their IBP Agreement and for 2 years following termination of such agreement, on their own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to their Downline Activity Report;
- Use the information to compete with NUTRISERA WORLDWIDE INC. or for any purpose other than promoting their NUTRISERA WORLDWIDE INC. Business;
- Recruit or solicit any Brand Partner or Customer of NUTRISERA WORLDWIDE INC. listed on any report or in any manner attempt to influence or induce any Brand Partner or Preferred Customer of NUTRISERA WORLDWIDE INC., to alter their business relationship with NUTRISERA WORLDWIDE INC. Upon demand by the Company, any current or former Brand Partner will return the original and all copies of downline Activity Reports to the Company.

6.5 – Cross Sponsoring: Actual or attempted cross sponsoring is strictly prohibited. “Cross sponsoring” is defined as the enrollment of an individual who or entity that already has a current Customer or Brand Partner Agreement on file with NUTRISERA WORLDWIDE INC., or who has had such an agreement within the preceding six calendar months, within a different line of sponsorship. The use of a spouse’s or relative’s name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited. Brand Partners shall not demean, discredit or defame other NUTRISERA WORLDWIDE INC. Brand Partners in an attempt to entice another Brand Partner to become part of the first Brand Partner’s marketing organization. This policy shall not prohibit the transfer of a NUTRISERA WORLDWIDE INC. Business in accordance with Section 6.18. If Cross Sponsoring is discovered, it must be brought to the Company’s attention immediately. NUTRISERA WORLDWIDE INC. may take disciplinary action against the Brand Partner that changed organizations and/or those Brand Partners who encouraged or participated in the Cross Sponsoring. NUTRISERA WORLDWIDE INC. may also move all or part of the offending Brand Partner’s downline to their original downline organization if the Company deems it equitable and feasible to do so. However, NUTRISERA WORLDWIDE INC. is under no obligation to move the Cross Sponsored Brand Partner’s downline organization, and the ultimate disposition of the organization remains within the sole discretion of NUTRISERA WORLDWIDE INC. Brand Partners waive all claims and causes of action against NUTRISERA WORLDWIDE INC. arising from or relating to the disposition of the Cross Sponsored Brand Partner’s downline organization.



6.6 – Governmental Approval or Endorsement: Neither federal nor state regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Brand Partners shall not represent or imply that NUTRISERA WORLDWIDE INC. or its Marketing and Compensation Plan have been “approved,” “endorsed,” or otherwise sanctioned by any government agency.

6.7 – Holding Applications or Orders: All Brand Partner Agreements and product orders must be sent to NUTRISERA WORLDWIDE INC. within 72 hours from the time they are signed by a Brand Partner or placed by a Customer, respectively.

6.8 – Identification: All Brand Partners are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to NUTRISERA WORLDWIDE INC. either on the Brand Partner Agreement or at the Company’s request. Upon enrollment, the Company will provide a unique Brand Partner Identification Number to the Brand Partner by which they will be identified. This number will be used to place orders and track commissions and bonuses.

6.9 – Income Taxes: Each Brand Partner is responsible for paying local, state/ provincial, and federal taxes on any income generated as an Independent Brand Partner. If a NUTRISERA WORLDWIDE INC. Business is tax exempt, the Federal tax identification number must be provided to NUTRISERA WORLDWIDE INC. Every year, NUTRISERA WORLDWIDE INC. will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: 1) Had earnings of over \$600 in the previous calendar year or 2) Made purchases during the previous calendar year in excess of \$5,000.

6.10 – Independent Contractor Status You are an independent contractor. You are not an agent, employee, partner, or joint venture with the Company. You may not represent yourself as anything other than an Independent Brand Partner. You have no authority to bind NUTRISERA WORLDWIDE INC. to any obligation. You are responsible for paying your own self-employment taxes, federal income taxes and other taxes required by law. You must obey any federal, state, and local laws, as well as Company rules and regulations pertaining to your independent NUTRISERA WORLDWIDE INC. Brand Partnership or the acquisition, receipt, holding, selling, distributing or advertising of NUTRISERA WORLDWIDE INC.’s products or opportunity.

- Brand Partners may not answer the telephone by saying “NUTRISERA WORLDWIDE INC.,” “NUTRISERA WORLDWIDE INC. Incorporated,” or by any other manner that would lead the caller to believe that they have reached NUTRISERA WORLDWIDE INC.’s corporate offices.

- A Brand Partner may only represent that he/she is a NUTRISERA WORLDWIDE INC. Independent Brand Partner. Therefore, all correspondence and business cards relating to or in connection with a Brand Partner’s NUTRISERA WORLDWIDE INC. Business shall contain the Brand Partner’s name followed by the term “Independent Brand Partner.”

- Indemnity: You agree to indemnify and hold NUTRISERA WORLDWIDE INC., its officers, agents, directors, and employees harmless from any claim, damage, liability, or loss arising out of your activities.

6.11 – Insurance: NUTRISERA WORLDWIDE INC. does not extend coverage under any of its policies to Brand Partners. If Brand Partners use their personal property (for example, a car or computer) or their home for business use, it may not be covered for loss or damage under typical automobile, property, or homeowner’s/ renter’s insurance policies. All Brand Partners should contact their independent insurance agent to ascertain whether their business and associated property are suitably protected.



6.12 – International Marketing: Because of critical legal and tax considerations, NUTRISERA WORLDWIDE INC. must limit the resale of NUTRISERA WORLDWIDE INC. Products and the presentation of the NUTRISERA WORLDWIDE INC. Business to prospective Customers and Brand Partners located within the United States and U.S. Territories and those other countries that the Company has officially opened for business. Conducting meetings, promoting the NUTRISERA WORLDWIDE INC. financial opportunity, or gifting/distributing product in an unopened country or market is strictly prohibited.

NUTRISERA WORLDWIDE INC. retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale. In addition, no person is permitted to make a personal order in another Brand Partner’s business center without prior written permission from the Brand Partner; this written permission must be on file with NUTRISERA WORLDWIDE INC. The Company reserves the right to restrict or deduct the commissions paid, based on sales, in violation of this section from all Brand Partners who earned such commissions. The deduction commissions will occur in the month in which the sales in question occur, and continue every pay period thereafter until all points and commissions are recovered from the Brand Partners who received compensation from such sales.

6.15 – Sponsorship Rights: No Brand Partner may sell, assign or otherwise transfer their sponsorship rights to another Brand Partner. After a period of seven (7) days following the acceptance of a Brand Partner Agreement by the Company, sponsorship and placement are irrevocable and permanent.

6.16 – Beneficial Interest: A Brand Partner may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one NUTRISERA WORLDWIDE INC. Business. No individual may have, operate, or receive compensation from more than one NUTRISERA WORLDWIDE INC. Business.

Spouses are encouraged to be joint Brand Partners in one position, but are allowed to have one other Brand Partner position with NUTRISERA WORLDWIDE INC. under one of the spouse’s names. Spouses must be in the same line of sponsorship. Change of the original sponsor is not permitted. The actions of one spouse will be attributed to both spouses.

Requests for exceptions to policy must be submitted in writing to the Compliance department by email at compliance@nutrisera.com

6.17 – Succession: Upon the death or incapacitation of a Brand Partner, their business may be passed to a designated heir(s). Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Whenever a NUTRISERA WORLDWIDE INC. Business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Brand Partner’s marketing organization provided the following qualifications are met. The successor(s) must:

- Execute a Brand Partner Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Brand Partner’s rank/status;
- Provide NUTRISERA WORLDWIDE INC. with an “address of record” to which all bonus and commission checks will be sent. Bonus and commission checks of a NUTRISERA WORLDWIDE INC. Business transferred pursuant to this section will be paid in a single check jointly to the successor(s).



- Form a business entity and acquire a federal Taxpayer Identification Number, if the business is bequeathed to joint successors. NUTRISERA WORLDWIDE INC. will issue all bonus and commission checks and one 1099 to the business entity.

6.17.1 Transfer upon Death of a Brand Partner: To effect a testamentary transfer of a NUTRISERA WORLDWIDE INC. Business, the successor must provide the following to NUTRISERA WORLDWIDE INC. (1) an original death certificate, (2) a notarized copy of the will or other instrument establishing the successor's right to the NUTRISERA WORLDWIDE INC. Business, and (3) a completed and executed Brand Partner Agreement. If the Successor is already a NUTRISERA WORLDWIDE INC. Brand Partner, the Company may grant exception to the One Brand Partner per Household rule upon written request from the Successor.

6.17.2 Transfer upon Incapacitation of a Brand Partner: To effectuate a transfer of a NUTRISERA WORLDWIDE INC. Business because of incapacity, the successor must provide the following to NUTRISERA WORLDWIDE INC. (1) a notarized copy of an appointment as trustee, (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the NUTRISERA WORLDWIDE INC. Business and (3) a completed Brand Partner Agreement executed by the trustee.

6.18 – Sale, Transfer, or Assignment of a NUTRISERA WORLDWIDE INC. Business: Although a NUTRISERA WORLDWIDE INC. Business is a privately owned, independently operated business, the sale, transfer or assignment of a NUTRISERA WORLDWIDE INC. Business is subject to certain limitations. If a Brand Partner wishes to sell their NUTRISERA WORLDWIDE INC. Business, the following criteria must be met:

- The Brand Partner must have achieved the minimum rank of Brand Promoter.
- Protection of the existing line of sponsorship must always be maintained so that the NUTRISERA WORLDWIDE INC. Business continues to be operated in that line of sponsorship;
- The buyer or transferee must become a Qualified NUTRISERA WORLDWIDE INC. Brand Partner. If the buyer is an active NUTRISERA WORLDWIDE INC. Brand Partner, they must first terminate their NUTRISERA WORLDWIDE INC. Business and wait six calendar months before acquiring any interest in the new NUTRISERA WORLDWIDE INC. Business;
- Before the sale, transfer, or assignment can be finalized and approved by NUTRISERA WORLDWIDE INC., any debt obligations the selling Brand Partner has with NUTRISERA WORLDWIDE INC. must be satisfied; and
- The selling Brand Partner must be in good standing, not in violation of any of the terms of the Agreement, in order to be eligible to sell, transfers, or assign a NUTRISERA WORLDWIDE INC. Business. Prior to selling a NUTRISERA WORLDWIDE INC. Business, the selling Brand Partner must notify NUTRISERA WORLDWIDE INC.'s Compliance department of their intent to sell the NUTRISERA WORLDWIDE INC. Business. No changes in line of sponsorship can result from the sale or transfer of a NUTRISERA WORLDWIDE INC. Business. A Brand Partner may not sell, transfer, or assign portions of their Brand Partnership or business. A Brand Partnership must be sold in its entirety.

6.19 – Actions of Household Members or Affiliated Individuals: If any member of a Brand Partner's immediate household engages in any activity which, if performed by the Brand Partner, would violate any provision of the Agreement, such activity will be deemed a violation by the Brand Partner and NUTRISERA WORLDWIDE INC. may take disciplinary action pursuant to these policies and procedures against the Brand Partner. Similarly, if any individual associated in any way with a corporation, partnership, trust, or other entity (collectively "affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the entity and NUTRISERA WORLDWIDE INC. may take disciplinary action against the entity. All applicants listed on a Brand Partner Agreement are responsible for the activities associated with the Brand Partnership.



6.20 – Separation of a NUTRISERA WORLDWIDE INC. Business: NUTRISERA WORLDWIDE INC. Brand Partners sometimes operate their NUTRISERA WORLDWIDE INC. Businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership, or trust (the latter three entities are collectively referred to herein as “entities”) may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Brand Partners and the Company in a timely fashion, NUTRISERA WORLDWIDE INC. will involuntarily terminate the Brand Partner Agreement. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s), operate the NUTRISERA WORLDWIDE INC. Business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize NUTRISERA WORLDWIDE INC., to deal directly and solely with the other spouse or non-relinquishing shareholder, partner, or trustee.
- The parties may continue to operate the NUTRISERA WORLDWIDE INC. Business jointly on a “business-as-usual” basis, whereupon all compensation paid by NUTRISERA WORLDWIDE INC. will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above. The Company will never remove a party to a Brand Partnership from a Brand Partner account without that party’s written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will NUTRISERA WORLDWIDE INC. split commission and bonus checks between divorcing spouses or members of dissolving entities.

NUTRISERA WORLDWIDE INC. will recognize only one downline organization and will issue only one commission check per NUTRISERA WORLDWIDE INC. Business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Brand Partner Agreement shall be involuntarily canceled. If a former spouse has completely relinquished all rights in the original NUTRISERA WORLDWIDE INC. Business pursuant to a divorce, they are thereafter free to enroll under any sponsor of their choosing without waiting six (6) calendar months.

In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as a Brand Partner. In either case, however, the former spouse or business affiliate shall have no rights to any Brand Partners in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Brand Partner.

SECTION 7 – RESPONSIBILITIES OF BRAND PARTNERS

7.1 – Change of Address, Telephone, and Email Addresses: To ensure timely delivery of products, support materials, and commission checks, it is critically important that the NUTRISERA WORLDWIDE INC.. files are current. Street addresses are required for shipping since UPS cannot deliver to a post office box. Brand Partners planning to move or change their email address must submit an amended Brand Partner Agreement complete with the new information.



7.2 – Sponsoring Brand Partner Responsibilities

7.2.1 Initial Training: Any Brand Partner who sponsors another Brand Partner into NUTRISERA WORLDWIDE INC. must perform a bona fide assistance and training function to ensure that their downline is properly operating their NUTRISERA WORLDWIDE INC. Business. Brand Partners must provide the most current version of the Policies and Procedures, the Income Disclosure Statement, and Compensation Plan to individuals whom they are sponsoring to become Brand Partners before the applicant signs a Brand Partner Agreement. Additional copies of the Policies and Procedures and the Income Disclosure Statement can be downloaded from NUTRISERA WORLDWIDE INC's website. A sponsoring Brand Partner must require each prospective Brand Partner to personally complete the enrollment forms—whether electronically or on paper. Up line Brand Partners are also responsible to motivate and train new Brand Partners in NUTRISERA WORLDWIDE INC. product knowledge, effective sales techniques, the NUTRISERA WORLDWIDE INC. Marketing and Compensation Plan, and compliance with Company Policies and Procedures.

7.2.2 Ongoing Training Responsibilities: Brand Partners must monitor the Brand Partners in their Downline Organizations to ensure that downline Brand Partners do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Brand Partner should be able to provide documented evidence to NUTRISERA WORLDWIDE INC., their ongoing fulfillment of the responsibilities of a Sponsor. Regardless of their level of achievement, Brand Partners have an ongoing obligation to continue to personally promote sales through the generation of new Customers and through servicing their existing Customers.

7.3 – Non-disparagement: Brand Partners must not disparage, demean, or make negative remarks about NUTRISERA WORLDWIDE INC., other NUTRISERA WORLDWIDE INC. Brand Partners, NUTRISERA WORLDWIDE INC's products, the Compensation plan, or NUTRISERA WORLDWIDE INC.'s owners, board members, directors, officers, or employees.

7.4 – Reporting Policy Violations: Brand Partners observing a Policy violation by another Brand Partner should submit a written report of the violation directly to the attention of the NUTRISERA WORLDWIDE INC. Compliance department, complete with all supporting evidence and pertinent information. It is important to understand that information that is submitted will be kept confidential.

SECTION 8 – SALES REQUIREMENTS

8.1 – Product Sales: The NUTRISERA WORLDWIDE INC. Marketing and Compensation Plan is based on the sale of NUTRISERA WORLDWIDE INC. Products and services to end consumers. Brand Partners must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions, and advancement to higher levels of achievement. The following sales requirements must be satisfied for Brand Partners to be eligible for commissions:

- Brand Partners must satisfy the Personal Sales Volume (CV) and Group Sales Volume (GV) requirements to fulfill the requirements associated with their rank as specified in the NUTRISERA WORLDWIDE INC. Marketing and Compensation Plan.
- A Brand Partner's total personal sales volume must be sold to retail customers or personally consumed before any new orders may be placed with the Company.

8.2 – No Territorial Restrictions: There are no exclusive territories granted to anyone. No franchise fees are required.



8.3 – Sales Receipts: All Brand Partners must provide their retail customers with two copies of an official NUTRISERA WORLDWIDE INC. sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Brand Partners must verbally inform the buyer of their cancellation rights. Brand Partners must maintain all retail sales receipts for a period of two years and furnish them to NUTRISERA WORLDWIDE INC. at the Company’s request. NUTRISERA WORLDWIDE INC. will maintain documentation for purchases made directly from the Company.

8.4 – Product Packaging and Liability: Under no circumstances may you print your own labels or repackage NUTRISERA WORLDWIDE INC. Products. Products are to be sold in their original packaging only. Subject to the limitations set forth in this provision, the Company shall defend Brand Partners from claims made by third-party customers alleging injury from use of a product or injury due to a defective product. The Brand Partner must promptly notify the Company in writing of any such claim, no later than ten (10) days from the date of the third-party claimant’s letter alleging injury; failure to notify the Company shall alleviate any obligation of the Company respecting such claim. The Brand Partner must allow the Company to assume the sole and absolute discretion respecting the defense of the claim, and use and choice of counsel as a condition to the Company’s obligation to defend Brand Partner.

8.5 – Will-Call Orders: NUTRISERA WORLDWIDE INC. does not permit any individual/Brand Partner to pick up another Brand Partner’s will-call order without properly substantiated written permission and a picture ID. This written permission must be relinquished to the Will- Call center upon pickup, and must contain the following components:

- Original Signature of Brand Partner who placed the order
- Statement of permission releasing the order to the specifically designated individual (must provide picture ID for verification)
- ID number of Brand Partner who placed order
- Date order was placed
- Order number
- Exact content of order

SECTION 9 – AUTOSHIP PROGRAM

9.1 – AutoShip Cycle: By enrolling in AutoShip, you can ensure that you have 1) an adequate inventory with which you can service retail customers, 2) adequate product for demonstrations and sampling purposes, and 3) adequate inventory for personal use. The AutoShip program eliminates the inconvenience of placing monthly orders manually. AutoShip orders run on a 28-day cycle. Your order will not be processed on the same day every month, but rather on a sliding calendar. A calendar is provided in every Brand Partner’s Virtual Office so you can track when your next AutoShip is scheduled to run. The date of your AutoShip can be changed in the Virtual Office or by calling NUTRISERA WORLDWIDE INC. Brand Partner Support.

9.2 – AutoShip Status: You may deactivate or reactivate your AutoShip profile at any time.

9.3 – AutoShip Enrollment: NUTRISERA WORLDWIDE INC. allows each applicant to personally enroll in the AutoShip Program. Sponsors may not set up an AutoShip order on behalf of their new personally sponsored Brand Partners without written permission from the sponsored Brand Partner. Permission must be on file with the Compliance department prior to enrollment.



SECTION 10 – COMMISSIONS and BONUSSES

10.1 – Commission and Bonus Qualifications: In order to qualify to receive commissions and bonuses, a Brand Partner must be Active. Active IBP means that you have paid your monthly support and maintenance fee and have a minimum of \$100 CV in Personal Sales Volume each month. Additionally Brand Partner must be in good standing and comply with the terms of the Agreement and these Policies and Procedures.

10.2 – Errors or Questions: If a Brand Partner has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Brand Partner must notify NUTRISERA WORLDWIDE INC., in writing within 60 days of the date of the purported error or incident in question. NUTRISERA WORLDWIDE INC. will not be responsible for any errors, omissions, or problems not reported to the Company within 60 days.

10.3 – Bonus Buying Prohibited: Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Brand Partner Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a Brand Partner or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Brand Partners or Customers (“phantoms”); (d) purchasing NUTRISERA WORLDWIDE INC.. products or services on behalf of another Brand Partner or Customer, or under another Brand Partner’s or Customer’s ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

10.4 – Adjustments to Bonuses and Commissions

10.4.1 Returned Products: Brand Partners receive bonuses and commissions based on the actual sales of products and services to end consumers. When a product is returned to NUTRISERA WORLDWIDE INC., for a refund or is repurchased by the Company, either of the following may occur at the Company’s discretion: (1) the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted from the pay period in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the Brand Partners who received bonuses and commissions on the sales of the refunded products or (2) the Brand Partners who earned commissions based on the sale of the returned products will have the corresponding points deducted from their Group Volume in the next pay period and all subsequent pay periods until it is completely recovered.

10.5 – Reports: All information provided to IBPs by NUTRISERA WORLDWIDE INC, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors, including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs, the information is not guaranteed by NUTRISERA WORLDWIDE INC. or any persons creating or transmitting the information. All personal and group sales volume information is provided “as is” without warranties, express or implied, or representations of any kind whatsoever. In particular but without limitation there shall be no warranties of merchantability, fitness for a particular use, or non-infringement. To the fullest extent permissible under applicable law, NUTRISERA WORLDWIDE INC. and/or other persons creating or transmitting the information will in no event be liable to any Brand Partner or anyone else for any direct, indirect, consequential, incidental, special, or punitive damages that arise out of the use of or access to personal and group sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity, and damages that



may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if NUTRISERA WORLDWIDE INC. or other persons creating or transmitting the information shall have been advised of the possibility of such damages.

To the fullest extent permitted by law, NUTRISERA WORLDWIDE INC. or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability, or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

SECTION 11 – PRODUCT GUARANTEES, RETURNS, AND INVENTORY REPURCHASE

11.1 – Customer Satisfaction Guarantee: NUTRISERA WORLDWIDE INC. offers, through its Brand Partners, a 100% 30-day money-back guarantee to all retail customers. Every Brand Partner is bound to honor the retail customer guarantee. If, for any reason, a retail customer is dissatisfied with any NUTRISERA WORLDWIDE INC. product, the retail customer may return the unused portion of the product to the Brand Partner from whom it was purchased, within thirty (30) days, for a replacement, exchange or a full refund of the purchase price (including shipping costs, if applicable). A Customer who makes a purchase of \$25.00 or more has three (3) business days (72 hours) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the retail receipt. When a Brand Partner makes a sale or takes an order from a retail customer who cancels or requests a refund within the 72 hour period, the Brand Partner must promptly refund the Customer’s money as long as the products are returned to the Brand Partner in substantially as good condition as when received. Additionally, Brand Partners must verbally inform Customers of their right to rescind a purchase or an order within 72 hours, and ensure that the date of the order or purchase is entered on the retail receipt. All retail customers must be provided with two copies of an official NUTRISERA WORLDWIDE INC. sales receipt at the time of the sale. The back of the receipt provides the Customer with written notice of their rights to cancel the sales agreement.

11.2 – Return of Inventory and Sales Aids by Brand Partners Upon Cancellation: NUTRISERA WORLDWIDE INC. agrees to repurchase from a resigning or terminating Brand Partner all unencumbered products and sales aids purchased by the Brand Partner from the Company within the previous 30 days, which are unused and in commercially resalable condition, for not less than 90 percent of the actual amount paid by the Brand Partner for the products which are being returned..

The Nutrisera Worldwide business model does not provide for the sale of products into the inventory of an independent business partner for resale. All sales of products to IBPs or to their customers are made directly by the Company to the end user. IBPs are entitled to cancel their Agreement with Nutrisera at any time and for any reason upon written notice to the Company. The Company recognizes that some state buy-back laws applicable to unsold inventories of cancelling direct sellers extend to sales aids and fees, and to the extent that such laws are applicable, the Company will honor the buyback laws of Georgia, Idaho, Indiana, Louisiana, Maryland, Massachusetts, Mississippi, Montana, Nebraska, New Jersey, Oklahoma, Puerto Rico, South Dakota, Tennessee, Texas, Washington, and Wyoming. Additionally, Montana resident IBPs who cancel within 15 days are entitled to a 100% refund of any consideration given to participate.

11.2.1 Local and State Laws: Local and state laws with specific consumer return policies supersede those contained in this agreement.

11.3 – Procedures for All Returns: All products deemed Resalable may be returned for a 90% refund. Sales aids and shipping fees are nonrefundable. The following procedures apply to all product returns for refund, repurchase, or exchange:

- All merchandise must be returned by the Brand Partner or Customer who purchased it directly from NUTRISERA WORLDWIDE INC.



- All products to be returned must have a Return Merchandise Authorization number which is obtained by calling the Brand Partner Services department. This Return Merchandise Authorization number must be written on each carton returned. Return Merchandise Authorizations are valid for 30 days from the date of issue.
- Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement. All returns must be shipped to NUTRISERA WORLDWIDE INC., pre-paid. NUTRISERA WORLDWIDE INC. does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be borne by the Brand Partner. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Brand Partner to trace the shipment.
- If a Brand Partner is returning merchandise to NUTRISERA WORLDWIDE INC. that was returned to them by a personal retail customer, the product must be received by NUTRISERA WORLDWIDE INC. within ten (10) days from the date on which the retail customer returned the merchandise to the Brand Partner, and must be accompanied by the sales receipt the Brand Partner gave to the Customer at the time of the sale.

11.4 – Product Abandonment: An order transaction is considered complete only when the order has been paid for and the shipping or delivery method has been satisfied. If these conditions are not met within 90 days from the date of order, the Company reserves the right to determine the final outcome of the order at its sole discretion, and the ordering Brand Partner releases NUTRISERA WORLDWIDE INC. from any further obligation or liability.

SECTION 12 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

12.1 – Disciplinary Sanctions: Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by a Brand Partner that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the Brand Partner's NUTRISERA WORLDWIDE INC.. Business may result, at NUTRISERA WORLDWIDE INC.'s discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Brand Partner to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Withholding from a Brand Partner all or part of the Brand Partner's bonuses and commissions during the period that NUTRISERA WORLDWIDE INC. is investigating any conduct allegedly contrary to the Agreement. If a Brand Partner's business is canceled for disciplinary reasons, the Brand Partner will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Brand Partner Agreement for one or more pay periods;
- Involuntary termination of the offender's Brand Partner Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which NUTRISERA WORLDWIDE INC. deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Brand Partner's policy violation or contractual breach;
- Instituting legal proceedings for monetary and/or equitable relief. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of NUTRISERA WORLDWIDE INC...



12.2 – Grievances and Complaints: When a Brand Partner has a grievance or complaint with another Brand Partner regarding any practice or conduct in relationship to their respective NUTRISERA WORLDWIDE INC. Businesses, the complaining Brand Partner should first report the problem to their Sponsor who should review the matter and try to resolve it with the other party’s up line sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to NUTRISERA WORLDWIDE INC.’s Compliance department, via email or regular mail. Compliance will review the facts and attempt to resolve the matter. If it is not resolved, it will be referred to the Brand Partner Conduct Review Committee for final review and possible disciplinary action.

12.3 – Brand Partner Conduct Review Committee: The purpose of the Brand Partner Conduct Review Committee (“BPRC”) is to review policy violations and determine disciplinary actions. The Compliance department solicits information from all involved parties and presents the same to the DCRC for final resolution and disciplinary action, up to and including termination of a Brand Partner Agreement. Once the DCRC has made a decision, the decision will be communicated to the Brand Partner in writing.

12.4 – Brand Partner Conduct Appeals Committee: If a Brand Partner wishes to appeal a decision made by the DCRC, they must do so in writing within ten (10) business days of the date of notification of decision. A decision will only be reviewed by the Appeals Committee if new information or further supporting evidence has been provided. All cases will be reviewed on a monthly basis and notification will be provided accordingly. Please note that during the appeals process, all involved Brand Partner accounts will be placed on a complete business hold, and all commissions generated will be placed in an Escrow account until the matter is resolved. Decisions mandated by the Brand Partner Conduct Appeals Committee are final and binding, and will not be further reviewed by the Company.

12.5 – Mediation: Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator’s fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least ten (10) days in advance of the mediation. Each party shall pay its own attorney’s fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Laramie County, Wyoming, and shall last no more than two (2) business days.

12.6 – Arbitration: If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Brand Partners waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Laramie County, Wyoming. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement. Nothing in these Policies and Procedures shall prevent NUTRISERA WORLDWIDE INC. from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect NUTRISERA WORLDWIDE INC.’s interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.



12.7 – Governing Law, Jurisdiction, and Venue: Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Laramie County, Wyoming. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Wyoming shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in paragraph 12.6, residents of the State of Louisiana shall be entitled to bring an action against NUTRISERA WORLDWIDE INC., in their home forum and pursuant to Louisiana law.

SECTION 13 – PAYMENT AND SHIPPING

13.1 – Returned Checks: All checks returned by a Brand Partner’s bank for insufficient funds will be re-submitted for payment. A \$25.00 returned check fee will be charged to the account of the Brand Partner. After receiving a returned check from a Customer or a Brand Partner, all future orders must be paid by Credit Card, money order, or cashier’s check. Any outstanding balance owed to NUTRISERA WORLDWIDE INC. By a Brand Partner for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks.

13.2 – Restrictions on Third Party Use of Credit Cards and Checking Account Access

Brand Partners shall not permit other Brand Partners or Customers to use their credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company, unless an official NUTRISERA WORLDWIDE INC. Authorization Letter is on file with the Company prior to the transaction. This Authorization Letter is found in a Brand Partner’s Virtual Office.

13.3 – Sales Taxes: The Company makes the assumption that all product ordered will be resold at the suggested retail price, and sales tax is collected and reported on that basis. The sales tax is based upon the tax rate in the jurisdiction to which the product is shipped. If you submit a current Sales Tax Exemption Certificate (STEC) from your resident state, we will not charge or collect sales tax on your orders shipped to that state. You will be responsible for tracking and reporting all sales and sales taxes due. Sales tax on orders placed before we receive a STEC will not be reimbursed. If you elect to provide an STEC, you must indemnify and hold NUTRISERA WORLDWIDE INC. harmless regarding any liability that NUTRISERA WORLDWIDE INC. incurs as a result of your failure to collect or remit sales taxes.

SECTION 14 – RECLASSIFICATION AND CANCELLATION

14.1 – Reclassification: From enrollment, each new applicant is initially classified as a Preferred Customer. If a Preferred Customer chooses to begin retailing NUTRISERA WORLDWIDE INC. Products and receives commissions on retail sales they will be reclassified as an Active Brand Partner, after they have received commissions on a retail sale..

14.2 – Cancellation: A Brand Partner whose business is canceled will lose all rights as a Brand Partner. This includes the right to sell NUTRISERA WORLDWIDE INC. Products and services, and the right to receive future commissions, bonuses, or other income resulting from the sales of the Brand Partner’s former downline sales organization. In the event of cancellation, Brand Partners agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions, or other remuneration derived from the sales and other activities of their former downline organization. A NUTRISERA WORLDWIDE INC. participant has a right to cancel at any time, regardless of reason. *If for any reason a person chooses to cancel their Brand Partner agreement within 30 days of their original enrollment, their application fee will be refunded. Cancellation must be submitted in writing to the Company at its principal business address, or via email to cancel@nutrisera.com. The written notice must include the Brand Partner’s signature, printed name, address, and Brand Partner ID Number.



14.3 – Non-Renewal: A Brand Partner may also voluntarily cancel their Brand Partner Agreement by failing to renew the Agreement on its anniversary date. The Company may also elect not to renew a Brand Partner’s Agreement upon its anniversary date.

SECTION 15 – DEFINITIONS

Agreement: The contract between the Company and each Brand Partner; includes the Brand Partner Application and Agreement Form, the NUTRISERA WORLDWIDE INC. Policies and Procedures, and the NUTRISERA WORLDWIDE INC. Compensation Plan, all in their current form and as amended by NUTRISERA WORLDWIDE INC. in its sole discretion. These documents are collectively referred to as the “Agreement.”

Automatic Telephone Dialing System: Any equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.

Cancel: The termination of a Brand Partner’s business: Cancellation may be either voluntary, involuntary, or through non-renewal.

Bilateral Compensation Plan: The guidelines and referenced literature for describing how Brand Partners can generate commissions and bonuses.

Brand Partner: Is any person who has executed a NUTRISERA WORLDWIDE INC. Brand Partner Application and Agreement. NUTRISERA WORLDWIDE INC. does not charge a Brand Partner, sign-up or enrollment fee. Every Brand Partner is provided with a free NUTRISERA WORLDWIDE INC. Marketing Website.

Active Brand Partner: Active IBP means that you have paid your monthly support and maintenance fee and have a minimum of \$100 CV in Personal Sales Volume each month. Your purchases for personal consumption may count towards this volume. IBPs are also required to have at least one Customer and whose order is Active in the current month (last four weeks) to qualify to earn commissions and bonuses.

Qualified Brand Partner (QD): Is an Active Brand Partner, who has personally enrolled at least one (1) Active Brand Partner.

Commissionable Volume (CV): This is the percentage of the actual wholesale dollar amount of the products purchased by Preferred Customers at a discount and on auto-ship. Brand Partners may purchase products at the preferred customer price.

Personal Volume: The total weekly total of CV sales volume generated by all active Brand Partners and preferred customers in your direct sales organization starting with your first level. Product purchased by you at the Preferred Customer price option, for personal consumption is also counted in the Commissionable Volume (CV)

Preferred Customer: A preferred customer is anyone who purchases NUTRISERA WORLDWIDE INC. Products at wholesale by enrolling in the NUTRISERA WORLDWIDE INC. preferred customer auto-ship program. Preferred Customers are not required to be Brand Partners. Commissions on preferred customer sales are paid according to the NUTRISERA WORLDWIDE INC. Bilateral Compensation Plan.



Retail Customer: This refers to anyone who purchases products for time to time from a Brand Partner at retail and does not choose to be a preferred customer on auto-ship.

Downline (Genealogy) Report: A report generated by NUTRISERA WORLDWIDE INC. that provides critical data relating to the identities of Brand Partners, sales information, and enrollment activity of each Brand Partner's Organization. This report contains confidential and trade secret information which is proprietary to NUTRISERA WORLDWIDE INC...

Level: The layers of downline Customers and Brand Partners in a particular Brand Partner's Organization. This term refers to the relationship of a Brand Partner relative to a particular up line Brand Partner, determined by the number of Brand Partners between them who are related by line of sponsorship.

Direct sales organization: The Customers and Brand Partners placed below a particular Brand Partner starting on their 1st Level.

Official NUTRISERA WORLDWIDE INC. Material: Literature, audio or video tapes, web pages, and other materials developed, printed, published, and distributed by NUTRISERA WORLDWIDE INC., to Brand Partners.

Placement: Your position inside your Sponsor's organization.

Recruit: For purposes of NUTRISERA WORLDWIDE INC.'s Conflict of Interest Policy (Section 6.2), the term "Recruit" means the actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another NUTRISERA WORLDWIDE INC.. Brand Partner or Customer to enroll or participate in another multilevel marketing, network marketing, or direct sales opportunity.

Resalable: Products shall be deemed "resalable" if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labeling has not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current NUTRISERA WORLDWIDE INC. Labeling, and instructional material (if applicable).. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

Sponsor: A Brand Partner who enrolls a Customer, Retailer, or another Brand Partner into the Company, and is listed as the Sponsor on the Brand Partner Agreement. The act of enrolling others and training them to become Brand Partners is called "sponsoring."

Up line: This term refers to the Brand Partner or Brand Partners above a particular Brand Partner in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Brand Partner to the Company.