

Electronic Signature Agreement & United States Policies and Procedures Manual

As a Ready Partner, ROMP Club Member, Customer of Ready NetworkSM or Prep StoreSM (hereafter the "Company"), you are required to understand and comply with all rules, regulations, policies, and procedures contained in this Ready NetworkSM and Prep StoreSM Policies & Procedures Manual (the "Policy Manual") that may be published or disseminated by the Company. The Company reserves the right to amend this Policy Manual by publishing or transmitting amendments as it deems appropriate.

The Company honors all federal, state, and local regulations governing network marketing, and requires every Ready Partner, ROMP Club Member or Customer to do the same. It is, therefore, very important that you read and understand the information contained in this Policy Manual. If you have any questions regarding any rule or policy, seek an answer from your Ready Sponsor, or the Company Department of Ethics and Compliance. The Code of Professional Ethics is included in Section 12 of this Policy Manual; you should review these materials and make them a part of your planning.

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SECTION 0.A: FOUNDING READY PARTNER

Becoming a Founding Ready Partner. An applicant becomes a Founding Ready Partner (“Founding Ready Partner”) of the Company when the following requirements are fulfilled:

- a) Must meet all requirements of section **1.01** below.
- b) The applicant must join the company within the first 90 day founders pre launch period. The applicant must purchase an Elite Ready Pack and must maintain a minimum RAD of \$49.99. All pre ordered Elite Ready Packs will ship as soon as the founder’s period closes. The company reserves the right to shorten or extend the founders period as it sees fit for the benefit of the company.
- c) The applicant understands that they are pre paying to pre order one of the first Elite Ready Packs that come off our assembly line. The applicant acknowledge the company does not have the paid for product in stock. The applicant also understands that they are helping beta test our systems. This may include but is not limited to web site issues, comp plan issues, down time for updates and corrections.
- d) The applicants RAD will not be charged during the founder’s period. The month immediately after receiving pre ordered Elite Ready Pack the credit card on file will be billed once a month for the RAD.
- e) All commissions will be calculated and paid on the normal compensation plan schedule during the founder’s period. This is necessary to help us test the compensation software.
- f) Prep Store web site will be live but not active during founder’s period.
- g) ROMP Club members will not be enrolled during founder’s period.
- h) The company will take 1% of total corporate CV and add to a pool. Qualified Founding Ready Partners will share the 1% quarterly as a bonus. The quarterly bonus will start being paid out at the close of the first quarter of 2017. All CV will be accumulated and 1% added to the founder’s pool calculations from March 1, 2016.
- i) If the applicant drops below the minimum founders requirements they will be dropped from the founder’s pool and cannot reenter as a Founding Ready Partner.

SECTION A-A: LIFE SAVING BONUS

Life saving bonus.

The company's mission is to create an Off The Grid Organic community where 100% of our food and energy comes from the community. The company will release marketing materials with all the details as soon as they are available.

- a) To qualify for the Life Saving Bonus you must maintain your rank for a consecutive period of 90 days. For cash option any month a GRE or National GRE falls out of qualification no bonus will be paid for that month and cannot be made up. For example if you choose cash option for 18 months and fall out of qualification for one month you will only receive 17 payments.
- b) You must maintain personal GRE qualifications to maintain rank. Must meet all qualification to earn Life Saving Bonus. Grace Period does not apply.
- c) Life Saving Lot or \$50,000.00 cash: If you choose the Life saving lot as your bonus you will receive a home site (building lot) of the company's choice in our life saving community. You will have the option to upgrade your lot. If you choose to upgrade your lot \$50,000.00 will be applied to the cost of the new lot you choose. You will be responsible for the difference in price if any. The lot will be titled in your name (lot will be titled same as the applicants name) any other changes to the name on the title will have to be approved in writing by the company. If you choose the cash option you will receive 18 monthly payments starting after the 90 day qualifying period. (see section (a) above for all details)
- d) Life Saving Home or \$150,000.00 cash: If you choose the Life saving home as your bonus you will have a home built for you by the company. The home will be built on your lot. The company will choose the home we will build for you in our life saving community. You will have the option to upgrade your home. If you choose to upgrade your home \$150,000.00 will be applied to the cost of the new home you choose. You will be responsible for the difference in price if any. The lot and home will be titled in your name (lot and home will be titled same as the applicants name) any other changes to the name on the title will have to be approved in writing by the company. If you choose the cash option you will receive 18 monthly payments starting after the 90 day qualifying period. (see section (a) above for all details)
- e) Second Passport or \$250,000.00 cash: If you choose the second passport as your bonus we will open an account with the appropriate bank in the country the company chooses in accordance with the appropriate government rules and regulations. The funds necessary to acquire and fulfill the passport program requirement will be deposited on your behalf by the company. At the end of the term necessary to fulfill the passport requirement the funds will be returned to the company and the applicant will receive the passport. If the passport program is no longer available the cash bonus will be paid in accordance to the cash bones payout rules. If you choose the cash option you will receive 24 monthly payments starting after the 90 day qualifying period. (see section (a) above for all details)
- f) Silver Throne or \$450,000.00 cash: If you choose the silver throne you will receive current market value of Silver Ready coins delivered in 36 monthly deliveries starting after the 90 day qualifying period. (see section (a) above for all details) The company will deliver the coins to the address on file unless other arrangements are made in writing to the company. If you choose the cash option you will receive 36 monthly payments starting after the 90 day qualifying period. (see section (a) above for all details)
- g) Gold Shield or \$1,000,000.00 cash: If you choose the gold shield you will receive current market value of Gold Ready coins delivered in 42 monthly deliveries starting after the 90 day qualifying period. (see section (a) above for all details) The company will deliver the coins to the address on file unless other arrangements are

made in writing to the company. If you choose the cash option you will receive 42 monthly payments starting after the 90 day qualifying period. (see section (a) above for all details)

- h) The applicant understands that the company has yet to develop the life saving community. The company is in negotiations to purchase the land and is working with architects and developers to achieve the community. If unforeseen circumstances do not allow us to achieve our mission and the community is not developed cash bonus will apply. See compensation plan document for cash bonus pay out details. If Life Saving Lot and or Life Saving Home are achieved prior to community being ready a lot and or home will be reserved for applicant until which time is available.
- i) Silver and Gold Ready Coins may be substituted with other silver and gold products or cash available at time of bonus payout. Ready Coins value is retail value and not necessarily spot price. Over spot premiums may apply. Ready Coins can be stored for you in your name at one of our secure bullion storage facilities. Fees may apply for storage.

SECTION ONE: READY PARTNER STATUS

- 1.1 Becoming a Ready Partner.** An applicant becomes an independent Ready Partner (“Ready Partner”) of the Company when the following requirements are fulfilled:
 - a) The applicant’s completed Ready Partner Application and Agreement (the “Agreement”) and any related documents have been received and accepted by the Company at its corporate office in Jupiter, FL.
 - b) The applicant purchases a Ready Partner Launch Kit, which contains Ready Partner Forms (including but not limited to Ready Partner Applications, a Marketing Tool Kit, Planner, a Compensation Plan, Training Materials, temporary Business Cards, Company Information and Brochures, which are sales materials (not for resale). This sum is not a service or franchise fee, but rather is strictly to offset costs incurred by the Company for educational and business materials required for a Ready Partner of the Company.
 - c) The Company reserves the right to decline to accept any Agreement for any reason at its sole discretion.
- 1.2 No Purchase Required.** Except as set forth above, no purchase is required to become a Ready Partner.
- 1.3 Ready Partner Obligations and Rights.** A Ready Partner is authorized to sell the Company’s products and services and to participate in the Company’s Compensation Plan. A Ready Partner may sponsor new Ready Partners into the Company.
- 1.4 Legal Age.** A Ready Partner shall be of legal age to enter into a binding contract in the state of Ready Partner’s residence.
- 1.5 Common Address.** No more than three (3) Ready Partners may use the same address.

1.6 Married Couples. Married couples and their dependent children shall share a single Ready Partner entity. Ready Partners who subsequently marry shall maintain separate Ready Partner status unless one is the direct Ready Sponsor of the other, in which case their Ready Partner entities may be consolidated. When a couple sharing a Ready Partner entity divorces or separates, the Company will continue to pay commission checks in the same manner as before the divorce or separation until it receives written notice, signed by both parties or issued by a court decree which specifies to whom future commission checks should be paid, provided the couple has complied with the requirements of Section 5.03, if applicable.

1.7 Simultaneous Interests. A Ready Partner and spouse and dependents may not have simultaneous beneficial interests in more than one Ready Partner Account entity. For example, a shareholder of a corporation that is a Ready Partner may not become an individual Ready Partner.

1.8 Corporations, Partnerships, Limited Liability Companies, and Trusts.

Corporations, Partnerships, Limited Liability Companies, or other forms of business organizations and/or trusts may become a Ready Partner of the Company

when the Agreement is accompanied by copies of the following documents within thirty (30) days after the Agreement is accepted; otherwise, the Ready Partner position may go into suspension:

- a) Articles of incorporation, Partnership agreement, trust documents and/or other governing documents, as applicable;
- b) A complete list of all directors, officers, and shareholders involved in a corporation, all general and limited Partners of a Partnership, members of a limited liability company or trustee(s) and beneficiaries of a trust, as applicable;
- c) A Federal ID number or other identification number as the Company may approve in its sole discretion; and
- d) Such other documents and information as may be reasonably requested from time to time.

Shareholders, directors, officers, partners, members, beneficiaries, and trustees, as applicable, of a Ready Partner entity shall agree to be and the Company will hold each personally liable to the Company and bound by the Agreement and the Policy Manual.

1.9 Non-Profit Organizations. Non-Profit Organizations may become a Ready Partner of the Company when the Agreement is accompanied by copies of the following documents within thirty (30) days after the Agreement is accepted; otherwise, the Ready Partner position may go into suspension:

- a) Articles of incorporation, Partnership agreement, trust documents and/or other governing documents, as applicable;
- b) A complete list of all directors and officers involved in the Non-Profit Organization and who is authorized to enter into a contract on behalf of the organization as applicable;
- c) A Federal ID number or other identification number as the Company may approve in its sole discretion;
- d) Verification of 501c (3) status, and

- e) Such other documents and information as may be reasonably requested from time to time.

Ready Directors, officers, partners, and members, as applicable, of a Ready Partner entity shall agree to be, and the Company will hold each personally liable to the Company and bound by the Agreement and the Policy Manual.

- 1.10 Fictitious and/or Assumed Names.** A person or entity may not apply as a Ready Partner using a fictitious or assumed name without Company approval which may be withheld in the Company's sole discretion.
- 1.11** A Ready Partner is an independent contractor. A Ready Partner is not a franchisee, joint venture Partner, business Partner, employee or agent of the Company, and a Ready Partner is prohibited from stating or implying, whether orally or in writing, otherwise. A Ready Partner has no authority to bind the Company to any obligation. The Company is not responsible for payment or co-payment of any employee benefits.
Member is responsible for liability, health, disability and workmen's compensation insurance. A Ready Partner sets the Ready Partner's own hours and determines how to conduct the Ready Partner's business, subject to the Agreement and the Policy Manual.
- 1.12 Taxation.** As an independent contractor, a Ready Partner will not be treated as a franchisee, Partner, employee, or agent for federal or state tax purposes including, with respect to the Internal Revenue Code, Social Security Act, federal unemployment act, state unemployment acts, or any other federal, state, or local statute, ordinance, rule, or regulation. At the end of each calendar year, the Company will issue to each Ready Partner IRS Form 1099, or other applicable documentation required by law, for non-employee compensation of a Ready Partner.
- 1.13 Legal Compliance.** A Ready Partner shall comply with all federal, state and local statutes, regulations, and ordinances concerning the operation of Ready Partner's business. A Ready Partner is responsible for the Ready Partner's own managerial decisions and expenditures including all estimated income and self-employment taxes.
- 1.14 Ready Partner Identification Number.** A Ready Partner is required by federal law to obtain a Social Security number, Federal I.D. number or other approved government issued identification based on their resident country. Ready Partners will be assigned a Ready NetworkSM ID number or Distributer number for purposes of the Ready Partner's business with the Company. This number shall be placed on all orders and correspondence with the Company hereinafter referred to as the Ready Partner Identification Number ("RPIN"). The Company will use this number in all internal Ready Partner transactions. Any penalties or fines that may result from the use of an incorrect tax identification number furnished to the Company will be the responsibility of the Ready Partner.
- 1.15 No Exclusive Territories.** There are no exclusive territories for marketing or sponsoring purposes, nor shall any Ready Partner imply or state that the Ready Partner has an exclusive territory. No franchise is granted and there are no exclusive territories for sales or sponsoring purposes. No geographical limitations exist on the Ready Partner sponsoring within the United States or any country in which the Company is approved to do business.
- 1.16 Other Products.** A Ready Partner agrees that no products except the Company's products shall be sold or shown at any event where the Company's products are sold or shown. During the term of the Ready Partner Agreement,

and for a period of six months thereafter, the Ready Partner is prohibited from selling or promoting any competing products or services or marketing programs to any of the Company's Employees, Agents or Ready Partners, except those Ready Partners personally-sponsored by the Ready Partner. Any Ready Partner found in violation of this subsection risks the loss of buying privileges, possible suspension and/or termination of the Ready Partner position and participation in the Company Compensation Plan, and the Company will pursue all legal recourses to recover damages.

1.17 Cross-Group Selling. Selling to other Company Ready Partners in order to receive credit for bonuses and advancement is prohibited. A Ready Partner shall obtain all of the Ready Partner's Company products, literature and materials directly from the Company. Any violation of this rule subjects the Ready Partner to possible suspension and/or termination.

1.18 Contacts. Ready Partners are to limit all corporate communication to the office and staff of the Company. No direct contact is to be made with the Company's partners, suppliers, consultants, or hired professionals without the express written approval of the Company.

SECTION TWO: TERM AND RENEWAL

- 2.1 Term.** Subject to the provisions of Section Four, the Agreement shall have a term beginning on the date of acceptance by the Company and ending one year from the date thereof (the “Anniversary Date”).
- 2.2 Annual Renewal.** A Ready Partner authorizes Company to automatically renew their Ready Partner status annually. The annual renewal fee is posted in the Online Business Center or is available through Read Network Support and is due on the Anniversary Date of enrollment. A Ready Partner not renewing by the renewal date, as provided herein, shall be deemed to have voluntarily terminated their Ready Partner position relationship with the Company and will thereby lose their Ready Partner position, all sponsorship rights, their position in the Compensation Plan, all rights to commissions and bonuses, and the ability to purchase products from the Company at wholesale prices. A Read Partner who fails to renew his/her Ready Partner status may not reenroll under a new Sponsor for six (6) months after non-renewal.
- 2.3 Inactivity.** A Ready Partner who is “inactive” in any 180 consecutive-day period shall be automatically deactivated from Ready Partner status and converted to Retail Customer status instead.

SECTION THREE: SPONSORSHIP

- 3.1 Sponsoring.** A Ready Partner may sponsor other Ready Partners in the United States and any country in which the Company has authorized. Ready Sponsors shall ensure that each new Ready Partner has received, had access to, and understands the Company’s Agreement, the Policy Manual and the Compensation Plan. A Ready Partner will be compensated only for the generation of sales volumes, not for sponsoring new Ready Partners into the program.
- 3.2 Multiple Agreements.** If an applicant submits multiple Agreements that list different Ready Sponsors, only the first completed Agreement to be received by the Company will be accepted. The decision of the Company in recognizing the official Ready Sponsor is final.
- 3.3 Training Requirement.** Ready Partners are required to assure the adequate training of the Ready Partners they sponsor. A Ready Sponsor shall maintain an ongoing professional leadership association with the Ready Partners in the organization and shall fulfill the obligation of performing a bona fide supervisory, distribution and selling function in the sale or delivery of products and services. Upon request, a Ready Partners must be able to provide the Company with evidence of ongoing fulfillment of Ready Sponsor responsibilities, including training.
- 3.4 Income Claims.** No income projections, including those based solely on mathematical projections or “ideal projections” of the Company Compensation Plan may be made to prospective Ready Partners. A Ready Partner shall not represent the Ready Partner’s income as an indication of the success assured to others, since income success depends upon many variables. Commission checks may not be used as marketing materials. A Ready Partner shall not guarantee or estimate compensation, draws, expenses, or deductions attributable to the business to prospects. A Ready Partner shall truthfully and fairly describe and present the Compensation Plan. No past, potential or actual income claims may be made to prospective Ready Partners. A Ready Partner may not guarantee commissions or estimate expenses to prospects.

3.5 Transfer of Sponsorship. Although it is strongly discouraged and is seldom permitted, a Ready Partner may transfer to a different Ready Sponsor or Ready Sponsorship line, subject to the written approval of the Company, which may be withheld in its sole discretion, subject to the following conditions:

- a) If the transferring Ready Partner is within the same Sponsorship group, notarized signatures are required from all Ready Partners that are or may be impacted by the move;
- b) If the transferring Ready Partner is outside the same Sponsorship group, a notarized statement signed by all affected up-line Ready Partners shall be submitted reflecting that each affected party understands and consents to the transfer. Any request for transfer of Ready Sponsorship shall be first submitted to the Company in writing explaining the reason for the request of transfer;
- c) A \$50.00 transfer fee shall be paid to the Company;
- d) A written request for transfer explaining the exact reason for the requested transfer shall be submitted to the Company; and
- e) The final approval of the Company, if granted, will apply only to the Ready Partner making the request and not Ready Partner's down-line organization. The Ready Partner shall comply with the requirements of section 5.03.

3.6 ROMP Club Members Associated with Ready Partner.

As a general matter, Ready NetworkSM recognizes that a potential Ready Partner should be entitled to sign on with any Ready Partner Ready Sponsor of their choosing. However, a unique circumstance exists when an existing Ready Partner has undertaken a very serious sales and relationship effort to cause a prospective customer to become, not merely a one-time retail customer, but a committed ROMP Club Member. In this situation, Ready NetworkSM has determined that the very serious efforts of the selling Ready Partner should be honored and respected. To this extent, Ready NetworkSM has adopted a policy that a ROMP Club Member who decides to become a Ready Partner will be deemed to be associated and sponsored by the original Ready Partner who originally expended the effort to sign up the customer as a ROMP Club Member.

SECTION FOUR:
RESIGNATION/TERMINATION

4.1 Voluntary Resignation.

- a) A Ready Partner may voluntarily terminate their Ready Partner status by failing to renew or by sending a written notice of resignation or termination to the Company. Voluntary resignation is effective upon receipt of such notice by the Company.
- b) A Ready Partner who resigns or terminates their Ready Partner status may reapply as a Ready Partner at an entry-level position six (6) months after resignation.
- c) When a Ready Partner voluntarily terminates the Agreement, the Ready Partner's sales network shall automatically roll up to the first up-line Ready Partner.

4.2 Suspension. A Ready Partner may be suspended for violating the terms of the Agreement, which includes this Policy Manual, the Compensation Plan and other documents produced by the Company. When a decision is made to suspend a Ready Partner, the Company will inform the Ready Partner in writing that the suspension has occurred effective as of the date of the written notification, the reason for the suspension and the steps necessary to remove such suspension, if any. The suspension notice will be sent to the Ready Partner's address on file with the Company pursuant to the notice provisions contained in the Policy Manual. Such suspension may or may not lead to termination of a Ready Partner's position as so determined by the Company in its sole discretion. If a Ready Partner wishes to appeal, the Company shall receive such appeal in writing within fifteen (15) days from the date of the suspension notice. The Company will review and consider the suspension and notify the Ready Partner in writing of its decision within thirty (30) days from the date of the suspension notice. The decision of the Company will be final and subject to no further review. The Company may take certain action during the suspension period, including, but not limited to, the following:

- a) Prohibiting the Ready Partner from holding a Ready Partner meeting or outing as a Ready Partner of the Company or using any of the Company's proprietary marks and/or materials;
- b) Withholding commissions and bonuses due the Ready Partner during the suspension period;
- c) Prohibiting the Ready Partner from purchasing services and products from the Company; and/or
- d) Prohibiting the Ready Partner from sponsoring new Ready Partners, contacting current Ready Partners or attending meetings of Ready Partners.
- e) If the Company, in its sole discretion, determines that the violation that caused the suspension is continuing, has not been satisfactorily resolved, or a new violation involving the suspended Ready Partner has occurred, the suspended Ready Partner may be terminated.

4.3 Termination. A Ready Partner may be terminated for violating the terms of the Agreement, which includes this Policy Manual, the Compensation Plan and other documents produced by the Company. The Company may terminate a violating Ready Partner without placing the Ready Partner on suspension, in the Company's sole discretion. The Ready Partner will be given notice of the opportunity to be heard by a panel to consider the issues relating to the grounds for termination. When the decision is made to terminate the Ready Partner, the Company will inform the Ready Partner in writing at the address in the Ready Partner's file that the termination has occurred effective thirty (30) days from the date of the written notification.

4.4 Appeal. If A Ready Partner wishes to appeal the termination, the Company must receive the appeal in writing within fifteen (15) days from the date of notice of termination. If no appeal is received within the fifteen (15) day period, the termination will automatically be deemed final. If the Ready Partner files a timely notice of appeal, the Company will review the appeal and notify the Ready Partner of its decision within ten (10) days after receipt of the appeal. The decision of the Company will be final and subject to no further review. In the event that the termination is not rescinded, the termination will remain effective as of the date stated in the original termination notice.

- 4.5 Effect of Termination.** Immediately upon termination, the terminated Ready Partner
- a) Shall remove and permanently discontinue the use of the trademarks, service marks, trade names and any signs, labels, stationery or advertising referring to or relating to any Company product, plan or program;
 - b) Shall cease representing themselves as a Ready Partner of the Company;
 - c) Shall lose all rights to their Ready Partner position and position in the Compensation Plan and to all future commissions and bonuses resulting there from; and
 - d) Shall take all action reasonably required by the Company relating to protection of its confidential information. The Company has the right to offset any amounts owed by a Ready Partner to the Company from commissions or other bonuses due to the Ready Partner. The Company may also offset an estimate of the reasonable amount that a Ready Partner owes under the terms of the indemnity obligation incurred pursuant to Section 11.01 herein.
- 4.6 Reapplication.** The acceptance of any reapplication of a terminated Ready Partner or the application of any family member of a terminated Ready Partner shall be in the sole discretion of the Company and may be denied.
- 4.7 State Laws.** Where these provisions on termination violate the public policy of state laws, the applicable state law shall apply.

SECTION FIVE: TRANSFERABILITY

- 5.1 Acquisition of Business.** Any Ready Partner desiring to acquire an interest in another Ready Partner's business shall first terminate his/her Ready Partner position and wait six (6) months before becoming eligible for such a purchase. All such transactions shall be fully disclosed to the Company and are subject to approval by the Company in advance.
- 5.2 Transfers to Ready Partner.** Except as expressly set forth herein, a Ready Partner may not sell, assign or otherwise transfer the Ready Partner's entity (or rights thereto) to another Ready Partner or to an individual who has an interest in Ready Partner entity. Notwithstanding the foregoing, a Ready Partner may transfer the Ready Partner position to the Ready Sponsor, subject to the conditions of Section 5.03. In such event, the Ready Sponsor's Ready Partner position and the transferring Ready Partner's Ready Partner position shall be merged into one entity.
- 5.3 Conditions to Transferability.** A Ready Partner may not sell, assign, merge or transfer their Ready Partner position (or rights thereto) without the prior written approval of the Company and any such transfer, if approved, is subject to the following conditions:
- a) The Ready Partner must be in good standing, and must strictly adhere to all Ready Network Policies and Procedures and not currently be on probation or suspension for Policy Compliance Violations.
 - b) The Company possesses the right of first refusal with respect to any sale, assignment, transfer or merger of any Ready Partner position. A Ready Partner wishing to sell, assign, transfer or merge their Ready

Partner position shall first provide the Company with the right and option to make such a purchase or receive such transfer in writing on the same terms and conditions as any outstanding offer. The Company will advise the Ready Partner within ten (10) business days after receipt of such notice of its decision to accept or reject the offer. If the Company fails to respond within the ten (10) day period or declines such offer, the Ready Partner may make the same offer or accept any outstanding offer which is on the same terms and conditions as the offer to the Company to any person or entity who is not a Ready Partner, married to or a dependent of a Ready Partner or who has any interest in a Ready Partner position.

- c) The selling Ready Partner shall provide the Company an executed "Sale of Ready Network Ready Partner Position" form and with a copy of all documents which detail the transfer, including without limitation, the name of the purchaser the purchase price and terms of purchase and payment;
- d) A transfer fee of \$50.00 shall accompany the transfer documents;
- e) The documents shall contain a covenant made by the selling Ready Partner for the benefit of the proposed purchaser not to compete with the purchaser or attempt to divert or sponsor any existing Ready Partner of the Company for a period of 6 months from the date of the sale or transfer; and
- f) Upon approval of sale, transfer or assignment being approved the seller must provide a notarized Bill of Sale for the position being sold as proof of payment of the stated purchase price before the position will be transferred to the potential buyer. Upon approval by the Company in writing, the buying party shall assume the position of the selling Ready Partner and shall execute a current agreement and all such other documents as may be reasonably required by the Company.
- g) The Company reserves the right, in its sole discretion, to stipulate additional terms and conditions prior to approval of any proposed sale or transfer. The Company reserves the right to disapprove any sale or transfer.
- h) A Ready Partner must have had a completed product sale in the last 90 days.
- i) a Ready Partner must have enrolled or renewed their Ready Partner position within the last twelve (12) months.
- j) A Ready Partner Position being sold must have personally sponsored at least one (1) Ready Partner in the last twelve (12) months.
- k) The new owner will assume the original enrollment date of the position being sold.

5.4 Circumvention of Policies. If it is determined, in the Company's sole discretion, that a Ready Partner position was transferred in an effort to circumvent compliance with the Agreement, this Policy Manual, or the Compensation Plan, the transfer will be declared null and void and the Ready Partner position will revert back to the transferring Ready Partner who will be treated as if the transfer had never occurred from the reversion day forward. If necessary, and in the Company's sole discretion appropriate action, including without limitation, termination, may be taken against the transferring Ready Partner to ensure compliance with the Agreement and this Policy Manual.

- 5.5 Succession.** Notwithstanding any other provision of this Section Five, upon the death of a Ready Partner, the Ready Partner's position will pass to the Ready Partner's successors in interest as provided by law; however, the Company will not recognize such a transfer until the successor in interest has executed a current Agreement and submitted certified copies of the death certificate and will, trust, or other instrument required by the Company to evidence transfer of ownership. The successor will thereafter be entitled to all the rights and be subject to all the obligations of a Company Ready Partner.
- 5.6 Reentry.** Any Ready Partner who transfers their Ready Partnership shall wait for six (6) months after the effective date of such transfer before becoming eligible to reapply to become a new Ready Partner.

SECTION SIX: PROPRIETARY INFORMATION

- 6.1 Confidentiality Agreement.** During the term of the Agreement, the Company may supply to a Ready Partner confidential, proprietary, or trade secret information including, but not limited to genealogical and downline reports, customer lists, customer information developed by the Company or developed for and on behalf of the Company by a Ready Partner (including, but not limited to credit data, customer and the Ready Partner profiles and product purchase information), a Ready Partner lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which the Company may designate as confidential, proprietary, or trade secret. All such information (whether in written or electronic form) is confidential, proprietary, or trade secret to the Company and is transmitted to the Ready Partner in strictest confidence on a "need to know" basis for use solely in the Ready Partner's business with the Company. The Ready Partner shall use the Ready Partner's best efforts to keep confidential, proprietary, trade secret information protected, and shall not disclose any such information to any third party, directly, or indirectly. A Ready Partner shall not use the information to compete with the Company or for any purpose other than promoting the Company's program and its products and services. Upon expiration, non-renewal or termination of the Agreement, the Ready Partner shall discontinue the use of such confidential, proprietary, or trade secret information and promptly return any confidential, proprietary, or trade secret information in their possession to the Company.
- 6.2 Copyright Restrictions.** With respect to product purchases from the Company, a Ready Partner shall abide by all manufacturers' use restrictions and copyright protections.
- 6.3 Vendor's and Other Business Associate's Confidentiality.** The Company's business relationships with its vendors, manufacturers, suppliers, and researchers are confidential. A Ready Partner shall not contact, directly or indirectly, speak to, or communicate with any supplier, manufacturer, or researcher of the Company except at a Company-sponsored event at which the supplier, manufacturer, or researcher is present at the request of the Company.

SECTION SEVEN: TRADEMARKS, LITERATURE, AND ADVERTISING

7.1 Trademarks.

- a) The Company's name, trademarks, service marks, and copyrighted materials are owned by the Company, including the names of the Company's products. The use of such marks and materials shall be in strict compliance with the Policy Manual. Only the Company is authorized to produce and market

products and literature under these trademarks. Use of the Company name on any item not produced or authorized by the Company is prohibited, except in the manner described below:

John Doe
Independent Ready Partner
Ready NetworkSM

- b) Trademark usage, unless otherwise as stated above Independent Ready Partners who wish to use the Company's name, trademarks, service marks, and copyrighted materials for Internet marketing purposes only will have the option to participate in the Company's Internet Licensee Program, and must adhere to the Company's Policies within this document, as well as the requirements of the program. Email support@readynetworks.com for additional information.

- 7.2 Telephone, Yellow and White Page Listing.** A Ready Partner is not permitted to use the Company's trade name in advertising in the white or yellow page sections of the telephone book. A Ready Partner is not permitted to list their telephone numbers under the Company's trade name without first obtaining prior written approval from the Company. If approval is granted for a listing, it shall be stated in the following manner:

Doe, John
Independent Ready Partner
Ready NetworkSM

- 7.3 Imprinted Checks.** A Ready Partner is not permitted to use the Company trade name or any of its trademarks or service marks on their business or personal checking accounts; however, a Ready Partner may imprint the Ready Partner's business checks as being a "Ready Network, Independent Ready Partner."

- 7.4 Imprinted Business Cards or Letterheads.** A Ready Partner is not permitted to "create" a Ready Partner's own stationary, business cards or letterhead graphics if the Company's trade name and/or trademarks are used. Only the approved Company graphics version and wording are permitted and letterhead shall be ordered either from the Company directly or from the Company-licensed independent contractor.

- 7.5 Print and Electronic Advertising.** Only Company-produced or-approved (in writing and in advance) promotional and advertising materials may be used to advertise or promote a Ready Partner's business or sell products or services of the Company in any print or electronic media, including on an Internet web site. No person shall use the Company name, logos, trademarks, or copyrighted material in any advertising not produced by the Company or without prior express written permission from the Company. The Company's literature and materials may not be duplicated or reprinted without prior written permission of the Company. The Company's consent or approval may be withheld at its sole discretion. Banners, trade show materials, and the like must be approved in writing by the Company.

- 7.6 Internet.** The Company maintains a presence on the Internet in its own web site. A Ready Partner is prohibited from using any trademarks of Company, including the name Ready NetworkSM, the Ready NetworkSM logo, and the name of any of the products, or any other trade names, trademarks, or distinctive phrases or remarks used by Company, including those related to a product, or any term confusingly similar thereto - in any form on the internet. If a Ready Partner desires to provide a link from a Ready Partner's personal web site directly to

the Company's Web Site, the Ready Partner's request must be in writing and is subject to Company approval in its sole discretion. No link may be established until the Ready Partner receives written approve from Ready NetworkSM.

7.7 Protection of Minors. The Ready NetworkSM website is not designed for or targeted at children. We do not knowingly collect, use, or disseminate any personally identifiable information from children under the age of 18. If, however, we become aware that personally identifiable information regarding a child under the age of 18 has been collected at the Ready NetworkSM site, we will use such information for the sole purpose of contacting a parent or guardian of the child to obtain verifiable parental consent. If we cannot obtain consent after a reasonable period of time, or if when contacted, a parent or guardian requests that we do not use or maintain such information, we will make reasonable efforts to delete it from our records. Upon request by a parent or guardian, Ready NetworkSM will provide a description of the specific types of personal information collected from a child who is under the age of 18.

7.8 Gifts, Enticement, and Special Discounts.

- a) Ready Network Independent Ready Partners are prohibited from using print, electronic, or verbal advertisements to entice potential prospects, including Preferred Customers to join their organization or team, which includes, but not limited to; special rewards, incentives, bonuses, products, or guarantee of downline placements, which can be determined upon Company's sole discretion.
- b) Ready Network Independent Ready Partners are not allowed to use the "Placement Suite" as a form of incentive and/or enticement to leverage potential prospects, including Preferred Customers in any public or private forum for joining your Ready NetworkSM business.

7.9 Social Media.

- a) As a Ready Partner for Ready NetworkSM, you are not required to maintain a presence in social media. Should you choose to do so, however, you must adhere to the guidelines and policies set forth by Ready NetworkSM. These guidelines and policies are designed to ensure the uniformity and professionalism of the Ready NetworkSM brand which, in turn, benefits your business.
- b) Ready NetworkSM maintains an online presence for the benefit of the company as a whole, which includes Customers, Ready Partners, and the general public. We ask that in our public forums (Facebook, Twitter, etc.) you keep your comments relevant to all.
- c) You may not use the official corporate Ready NetworkSM pages to drive business, solicit business, drive people to your own site, or recruit Ready Partners. Our trademarked brand name cannot be used to drive traffic away from our corporate site.
- d) You cannot represent your independent business as the corporate office. All Ready Partner communications, both in print and online, must clearly come from an independent representative of the company and not lead the consumer to think they may be interacting with the corporate office.
- e) You are welcome to use the term "Independent Ready Partner for

Ready Network” in the name/description of various social media sites for your business. You cannot use the word “official” or anything similar. You cannot create an alias for any sites that use any permutation of the Ready NetworkSM name. For further clarification regarding naming, please refer to Section 7.06.

- f) When posting information online related to Ready NetworkSM, please consider if the information you are sharing is beneficial to your business and to the company as a whole. Do not represent yourself in any way online that detracts from the Ready NetworkSM brand. All Independent Ready Partners agree, acknowledge, and affirmatively accept any content posted (photos, testimonials, statements, marketing materials, etc.) on a social networking Web site including, but not limited to, Facebook, Youtube, Instagram, Vimeo, Twitter, MySpace, LinkedIn, Flickr, etc., must adhere to the Print and Electronic Guidelines found in Section 7.05, income claims, or disparaging comments, remarks, etc. are expressly prohibited and will not be approved or allowed.
- g) In the event of your voluntary or involuntary termination as a Ready Network Independent Ready Partner, you are required to remove all references to Ready NetworkSM from social networking profile(s) within ten days.
- h) Should Ready NetworkSM discover non-compliant profiles and/or websites, you will be required to remove the material immediately.
- i) Infractions of any social media guideline may result in disciplinary actions up to and including termination of your Ready Partner account.
- j) Ready NetworkSM requires that all Ready Partners identify themselves as independent business owners and should therefore adhere to the naming convention of their Facebook page and all other social media networks to read as follows: “John Doe, Independent Ready Partner, Ready NetworkSM.” On Facebook only are you allowed to use “Ready NetworkSM” in your vanity URL if its naming convention is the same as your Ready NetworkSM replicated site i.e. “Facebook.com/john.doe.ReadyNetwork”. This is the only acceptable use of the word “Ready NetworkSM” in a URL.
- k) All Independent Ready Partners are prohibited from advertising “Ready NetworkSM” on websites such as Groupon, Facebook Offers, Twitter ads, or any website or social media networks with a coupon or special discount offer, including and not limited to the purchase of ads with the “Ready NetworkSM” name used in the naming conventions of URL domains, subdomains, or in the advertising on pay per click ads, and/or ad words, etc.

7.10 Endorsements. No endorsements by a Company officer or any third party may be asserted, except as expressly communicated in the Company literature and communications. Federal and state regulatory agencies do not approve or endorse direct selling programs. Therefore, a Ready Partner may not represent or imply, directly or indirectly, that the Company’s program, products or services has been approved or endorsed by any governmental agency.

7.11 Subject to the restrictions imposed by this Section Seven, a Ready Partner is encouraged to distribute information and direction to the Ready Partner’s respective down-line; however, a Ready Partner shall identify and distinguish between personal communications and the official communications of the Company.

- 7.12 Ready Partner Services.** The Company provides every active Ready Partner with management and training communications, timely delivery of product and sales materials, and a computer report of sales made in their marketing group for the pay period in which commissions and overrides are earned and paid.
- 7.13 Pricing.** Pricing for products sold on the Internet must adhere to the general rules for all such retail sales, as outlined in Section 9.13.
- 7.14 Recordings.** A Ready Partner may not produce or reproduce for sale or personal use products sold by the Company or any Company-produced literature, audio or video material, presentations, events or speeches, including conference calls. Video and/ or audio taping of Company meetings and conferences is strictly prohibited. Still photography is allowable at the discretion of the meeting host.
- 7.15 Telephone Answering.** A Ready Partner may not answer the telephone by saying "Ready NetworkSM" or in any other manner that would lead the caller to believe that the call has reached the corporate offices of the Company.
- 7.16 Liability.** Violation of any of the rules contained in this Policy Manual is grounds for termination of the individual's Ready Partner status. The violator may also be liable for damages resulting from unauthorized use of the Company copyrights, trademarks, and materials.

SECTION EIGHT: PAYMENT OF COMMISSIONS

- 8.1 Basis for Commissions.** Commissions and other bonuses cannot be paid until a completed Agreement has been received and accepted by the Company prior to the end of the month in which the sale is made. Commissions are paid ONLY on the sale of Company services and products. No commissions are paid on the purchase of a Ready Partner Welcome Kit or for sponsoring Members.
- 8.2 Calendar.** Commissions, overrides, and bonuses are calculated and paid on the current pay period information.
- 8.3 Commission and Bonus Payment Date.** Monthly commission and bonuses are paid approximately two weeks following the end of each pay period. Should the payment day fall on a legal holiday or weekend, commissions and override payments will then be made on the next regularly scheduled business day. Weekly commission and bonuses are paid ten (10) days following the close of the commission period. Commissions are paid to "qualified" Ready Partners as defined in the Compensation Plan. The Compensation Plan sets forth a detailed explanation of the benefits and the commission structure.
- 8.4 Minimum Payment.** The minimum amount for payment of commissions and overrides is \$100.00; all monies not paid will be included in the next bonus payment. Processing fees vary based on payment option and may be deducted from all commission and bonus payments.
- 8.5 Offset of Commissions.** Any commissions or bonuses earned and paid on returns are the obligation of and shall be repaid to the Company by the Ready Partner originally paid such commissions or bonuses. The Company has the right to offset such amounts against future commissions and other bonuses paid or owed to such Ready Partner and Ready Partner's up-line who participated in an override.

- 8.6 Tax Reporting for Commissions.** Any commissions paid to a Ready Partner are subject to State and Federal tax laws. Payments made in the form of incentive trips or prizes are all subject to taxation as income and will be reported annually on a 1099 prepared for the Ready Partner. The Ready Partner is responsible to file all income and expense reports appropriate for operating a home-based business.

SECTION NINE: PURCHASE OF PRODUCTS

- 9.1 Purchase Requirement.** No product purchase is required in order for an applicant to become a Ready Partner. Ready Partners who have had their Agreement accepted by the Company may buy products at wholesale prices directly from the Company.
- 9.2 ROMP Club Member Rules.** A ROMP Club Member must personally opt-in to the monthly Ready Auto Delivery (RAD) program. Invalid ROMP Club Member orders are defined as orders submitted as ROMP Club Member orders for qualification purposes without the written authorization from the customer. If a Ready Network Ready Partner submits a ROMP Club Member order without the Customer's consent, the Ready Partner will be subject to disciplinary action, including termination. ROMP Club Member orders cannot be paid by or shipped to a Ready Network Ready Partner for any reason. No exceptions.
- 9.3 Ordering Methods.** All orders submitted to the Company shall have the Ready Partner's or Customer's Company issued identification number placed thereon to assist the Company in processing and shipping the order properly. Failure to provide this information may result in a delay in processing the order.
- 9.4 Direct Purchase.** A Ready Partner may purchase the Ready Partner's product needs directly from the Company. Should a Ready Partner obtain product from the Ready Partner's Ready Sponsor or up-line Ready Partner's personal inventory and a replacement product order is not placed and processed through the Company, no commissions or overrides will be paid by the Company on such transactions
- 9.5 Payment Options.** Purchases may be paid by money order, cashier's check, personal check or credit cards, unless specifically stated otherwise by the Company. Pre-printed name, physical address and phone number, must be on all checks. Personal checks will be accepted only for payments in the amount not greater than \$1,000. In the event a check or credit card is declined, the Ready Partner will be contacted for an alternate form of payment and may be subject to an additional processing fee. No orders will be shipped without prior to payment. Returned checks are subject to a \$35.00 returned check fee.
- 9.6 Shipping and Handling.** It is the ordering Ready Partner's sole responsibility to indicate (a) the method and means of shipping, and (b) the destination address.
- 9.7 Product Delivery.** Upon clearance of payment, the Company processes for shipment the products and materials ordered. If an item is temporarily not available ("TNA"), the consignee will be notified on the packing list included with the shipment. If a TNA should occur, the item(s) will be shipped as soon as available and usually within ten (10) days of the date the original order was received. Back orders may be cancelled by a Ready Partner by written request received by the Company prior to shipment.
- 9.8 Damaged Goods.** The shipping company is responsible for any damage that occurs after it takes physical custody of the products. Therefore, it is important that

the damage is reported promptly in order to allow Ready NetworkSM to file a claim with the shipper. The purchaser of Company products who receives damaged goods shall comply with the following procedures:

- a) Accept delivery.
- b) Before the driver leaves, note on the delivery receipt the number of boxes that appear to be damaged and require the driver to acknowledge the damage in writing. Save the damaged products or boxes for inspection by the shipping agent.
- c) Contact the Ready NetworkSM Support Department to arrange for a replacement order to be shipped and a damaged goods claim to be filed.

9.9 Price Changes. Prices for the Company's products, services and literature are subject to change without prior notice.

9.10 Receipts, Retail Pricing. A Ready Partner will provide all retail purchasers of the Company products with written receipts. Although the Company provides a suggested retail price as a guideline, the Ready Partner may sell the Company products at whatever retail price they and their customers may agree upon.

9.11 Tax. To ensure compliance with the sales and use tax requirement of each state, unless required otherwise by state law, the Company may, at its option, collect and remit all applicable sales and use taxes on products, promotional materials and services sold to Ready Partners based on the suggested retail price of the product. The applicable rate of tax due shall be based on the address to which the product and/or materials are shipped. If a Ready Partner requests a tax exempt purchase for products purchased for resale (not for personal use), the Ready Partner shall provide the Company with a true and correct copy of a current resale certificate from the applicable state.

9.12 Shipping Loss. The Company will track all deliveries shipped. A Ready Partner should contact the Company immediately upon being made aware of any shipping problem.

9.13 Inaccurate Delivery. If a product is shipped in error by the Company, the unsorted merchandise may be returned at the Company's expense provided the following steps are taken:

- a) Ready Partner or retail customer notifies the Company within five (5) days of receipt of the order;
- b) A copy of the shipping or packing slip shall be enclosed with the proper forms required by the Company completed and executed by Ready Partner or retail customer; and
- c) Products shall be returned in original containers and shall be packed properly to prevent damage in return shipment.

9.14 Refused Shipments. Should Ready Partner refuse delivery on any order placed with the Company, the Company shall have the right to place the Ready Partner in suspension pending resolution of the refusal of delivery. Neither Ready Partner nor a retail customer shall refuse any shipment from the Company unless prior approval of the Company has been obtained. Should the receiving party of any order shipped from the Company refuse to accept delivery and the shipment is returned to the Company, the ordering Ready Partner's

status will be suspended pending resolution of the delivery refusal. Non-accepted delivery charges will be debited to Ready Partner's account. If the Company determines that a valid reason exists for refusing shipment, it will instruct the Ready Partner on the proper procedure for a return.

9.15 Trade Shows. With written authorization from the Company, Company products or services and opportunity may be displayed at trade shows by Ready Partners. Request for participation in trade shows must be received in writing by the Company at least two weeks prior to the show. Written authorization from the Company must be received before participating in the trade show. Unless written authorization is secured from the Company, Company products or services and opportunity are the only products or services and/or opportunity that may be offered in the trade show booth. Only Company produced marketing materials may be displayed or distributed. Company trade show authorization does not guarantee exclusive participation in any trade show.

9.16 International Sales. No independent Ready Partner may export or sell directly or indirectly to others who export the Company's products, literature, sales aids or promotional material relating to the Company, its products or services or the Company's program from the United States or its possessions or territories to any other country. Independent Ready Partners who choose to sponsor internationally may do so only in countries in which the Company has registered to operate its business and must comply fully with the Rules of Operation of a Company Ready Partner in that country. Any violation of this rule constitutes a material breach of this contract and is grounds for immediate termination of the Ready Partner position.

9.17 Product/Services Claims. Ready Partner shall make no claim, representation, or warranty concerning any product or service of the Company, except for those contained in the official Company materials. Ready Partner can only promote benefits of Ready NetworkSM products using language contained in the official Company materials. Ready Partners may not make any financial promises or guarantees.

9.18 Promotional Items. All promotional items that bear the Company name or logo shall be purchased solely from the Company or its approved supplier unless prior written permission is obtained from the Company.

9.19 Telemarketing. Telemarketing is strictly prohibited. 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. Although the Company does not consider Ready Partners to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "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.

a) Therefore, Ready Partners must not engage in telemarketing in the operation of their Company businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Company product or service, or to recruit them for the Company opportunity. "Cold calls" made to prospective customers or Ready Partners 19 that promote either Company products or services or the Company opportunity constitute telemarketing and are prohibited. However, a telephone call placed to a prospective customer or Ready Partner (a "prospect") is permissible under the following situations:

- b) You may call family members, personal friends, and acquaintances. An “acquaintance” is someone with whom you have at least a recent first-hand relationship within the preceding three (3) months. Bear in mind, however, that if you make a habit of “card collecting” with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling “acquaintances,” you must make such calls on an occasional basis only and not make this a routine practice.
- c) The prospect’s personal inquiry or application regarding a product or service offered by the Ready Partner, within the three (3) months immediately preceding the date of such a meeting.
- d) If the Ready Partner has an established business relationship with the prospect. An “established business relationship” is a relationship between a Ready Partner and a prospect based on the prospect’s purchase, rental or lease of goods or services from the Ready Partner, or a financial transaction between the prospect and the Ready Partner within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.
- e) If the Ready Partner receives written and signed permission from the prospect authorizing the Ready Partner to call. The authorization must specify the telephone number(s) which the Ready Partner is authorized to call.
- f) In addition, Ready Partners shall not use automatic telephone dialing systems relative to the operation of their Company businesses. The term “automatic telephone dialing system” means 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.

SECTION TEN: RETAIL CUSTOMER RETURNS

- 10.1 Retail Customer Guarantee.** The Company offers a 100% money-back satisfaction guarantee within thirty (30) days of purchase.
- 10.2 Warranties.** Except as expressly stated herein, the Company makes no warranty or representation as to the merchantability, fitness for a particular purpose, workmanship or any other warranty concerning any product or service purchased from or through the Company.
- 10.3 Buyer’s Right to Cancel.** Federal law grants a buyer the right to cancel certain sales without penalty prior to midnight of the third business day after the transaction. This rule covers retail consumer sales of \$25.00 or more that occur away from the seller’s main office. The Company sales order form contains all legally required notices. Two copies shall be given to the buyer by the Ready Partner on every sale. In addition, the Ready Partner shall orally inform the buyer of the three-day right to cancel at the time the buyer purchases the goods.
- 10.4 Retail Customer Refunds.** The Company will replace the returned retail product to the Ready Partner provided the following procedures and conditions are met:
 - a) The product shall be returned to the Company by the Ready Partner who

purchased it from the Company within sixty (60) days of the date of the original purchase.

- b) A Ready Partner shall obtain a return authorization number from the Company customer service department within ten (10) days of the return date to Ready Partner and prior to returning any product.
- c) The product shall be received by the Company within twenty (20) days of the return date to Ready Partner.
- d) The return shall be accompanied by the following:
 - e) A signed statement from the retail customer identifying the reason for the return;
 - f) A copy of the original retail sales receipt;
 - g) The product is returned in its original container, and
 - h) The name, address, and telephone number of the retail customer.
 - i) Proper shipping carton(s) and packing materials shall be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested.
 - j) The Ready Partner will pay the cost of shipping replacement product(s).
 - k) The Company will replace the product, but will not refund to any Ready Partner the purchase price of any retail customer returns

10.5 Quality Control. The Company will replace, within twelve (12) months of purchase, any product found to be defective; however, no product shall be returned to the Company without prior written approval. Exchanges only, No Refunds.

- a) A written replacement request shall be submitted stating the reason for the request and accompanied by a copy of the Purchase Order Form or packing slip. Product returned without prior authorization will not be accepted.
- b) The Company will provide the Ready Partner with a return authorization number, and will instruct the Ready Partner where to ship the product for inventory verification. Upon receipt and verification of the product, the Company will ship out replacement product as appropriate.
- c) The Company will not replace any product previously certified by the Ready Partner sold at a special discount, or sold as a promotional item.

10.6 Termination Returns.

- a) A Ready Partner who terminates their Ready Partner business relationship with the Company has the right to return for repurchase on commercially reasonable terms currently marketable inventory including Company produced promotional materials, sales aids and kits in possession of the Ready Partner and purchased by the Ready Partner for resale prior to the date of termination. For purposes hereof, "reasonable commercial terms" shall mean the repurchase of marketable Inventory within twelve (12) months from the Ready Partner's date of purchase at not less than 90% of the Ready Partner's original net cost less appropriate set-offs and

legal claims, if any. No refunds will be issued unless a Ready Partner is in strict compliance with the procedures contained herein:

- b) A written return request shall be submitted, stating the reason for the termination, the reason for the return of product and/or sales materials, and accompanied by original proof of payment and a copy of the Purchase Order Form or Packing Slip. Product returned without prior authorization will be returned to the Ready Partner;
- c) The Company will provide the Ready Partner with a return authorization number, and will instruct the Ready Partner where to ship the product for inventory verification. Upon receipt and inspection of the return, Company will process the appropriate refund for payment; and
- d) The Ready Partner shall pay the cost of return freight.
- e) All commissions, overrides, and bonuses paid to a terminated Ready Partner as a result of any product returned upon termination shall be repaid to the Company. The Company may deduct such amounts from any commissions or other amounts owed to such Ready Partner. All commissions, overrides, and/ or bonuses paid to a Ready Partner's up-line on a returned product shall be repaid to the Company by the up-line Ready Partner.

SECTION ELEVEN: GENERAL PROVISIONS

- 11.1 Indemnity Agreement.** Ready Partner agrees to indemnify and hold harmless the Company, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, that Ready Partner's (a) activities as Ready Partner; (b) breach of the terms of the Agreement; and/or (c) violation of or failure to comply with any applicable federal, state or local law or regulation.
- 11.2 Other Services and Products.** No products or services except for the Company's products or services shall be sold or shown at any event where the Company's product or services are sold or shown. Except as provided above, a Ready Partner is not restricted from selling other companies' services and products that are not similar to or competitive with the products and services of the Company. However, promotion of direct sales and/or network marketing programs and/or competitive services or products with anyone are strictly prohibited.
- 11.3 Limit on Liability.** To the extent permitted by law, the Company shall not be liable for and Ready Partner releases the Company from, and waives all claims for any loss of profits, indirect, direct, special or consequential damages or any other loss incurred or suffered by the Ready Partner as a result of (a) the breach by the Ready Partner of the Agreement and/or the terms and conditions of the Policy Manual; (b) the operation of the Ready Partner's business; (c) any incorrect or wrong data or information provided by the Ready Partner; (d) any copyright violation in connection with materials provided by Ready Partner; or (e) the failure to provide any information or data necessary for the Company to operate its business, including, without limitation, the enrollment and acceptance of the Ready Partner into the Compensation Plan or the payment of commissions and bonuses.

- 11.4 Limitation of Damages.** TO THE EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL NOT BE LIABLE FOR, AND READY PARTNER HEREBY RELEASES THE FOREGOING FROM, AND WAIVE ANY CLAIM FOR LOSS OF PROFIT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY ARISE OUT OF ANY CLAIM WHATSOEVER RELATING TO THE COMPANY'S PERFORMANCE, NON-PERFORMANCE, ACT OR OMISSION WITH RESPECT TO THE BUSINESS RELATIONSHIP OR OTHER MATTERS BETWEEN ANY READY PARTNER AND THE COMPANY, WHETHER SOUNDING IN CONTRACT, TORT OR STRICT LIABILITY. Furthermore, it is agreed that any damages to a Ready Partner shall not exceed and is hereby expressly limited to, the amount of unsold Company programs, services and/or products of the Company owned by the Ready Partner and any commissions owed to the Ready Partner.
- 11.5 Record keeping.** The Company encourages the Ready Partner to keep complete and accurate records of all of the Ready Partner's business dealings.
- 11.6 Non-Solicitation and Non-Competition.** The Ready Partner acknowledges and agrees that the only way to protect the goodwill, confidential, proprietary, and trade secret information of Company and the integrity and stability of the sales force created by other Ready Partners is to prohibit all Ready Partners from recruiting and solicitation of other Ready Partners to other companies during the term of this agreement and for a reasonable time thereafter. Consequently, in consideration for all of the rights granted by this Agreement, including the protection this non-solicitation provision affords to the Ready Partner for the term of this Agreement and for two (2) years after termination hereof, for any reason, the Ready Partner agrees not to, directly or indirectly, recruit or solicit any of Company's other Ready Partners to join other direct sales, multi-level or network marketing companies. For the term of this Agreement and for two (2) years after termination hereof, for any reason, the Ready Partner agrees not to sell any product that is the same or similar to or competes with the products of Company within the United States of America or any other country where Company sells its products. The Ready Partner agrees not to solicit, directly or indirectly, Company's Ready Partner to purchase services or products, except those of Company, throughout the term of this Agreement. 23
- 11.7 Amendments.** The Company reserves the right to amend the Agreement, Policy Manual, its retail prices, product availability and the Compensation Plan at any time without prior notice as it deems appropriate. Amendments will be communicated to the Ready Partner through official Company publications, by posting on the company web site, or voice and/or e-mail. Amendments are effective and binding on the Ready Partner as of the date of issuance. In the event any conflict between the original documents or policies and any such amendment, the amendment will control.
- 11.8 Non-Waiver Provision.** No failure of the Company to exercise any power under the Policy Manual or to insist upon strict compliance by the Ready Partner with any obligation or provision herein, and no custom or practice of the parties at variance with this Policy Manual, shall constitute a waiver of the Company's right to demand exact compliance with this Policy Manual. The Company's waiver of any particular default by the Ready Partner shall not affect or impair the Company's rights with respect to any subsequent default, nor shall it affect any way in the rights or obligations of any other Ready Partner. Nor shall any delay or omissions by the Company to exercise any right arising from a default affect or impair the Company's rights as to that or any subsequent default. Waiver by the Company can be affected only in writing by an authorized officer of the Company.

11.9 Arbitration.

- a) Except as expressly set forth herein, all disputes, claims, or causes of action relating to or arising from any Independent Ready Partner Application, Ready NetworkSM Terms of Agreement, Company's Policies and Procedures, and any other Company policies, products, and services, the rights and obligations of Company and the Ready Partner, or any other disputes, claims or causes of action between the Ready Partner and any of its officers, directors, employees, or affiliates, and Company or any of its officers, directors, employees, or affiliates, whether in tort or contract, shall be settled totally and finally by arbitration, in Jupiter, FL, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection which Company may use, in addition to or instead of the procedures set forth in section (c) below. The arbitration shall be conducted before a single arbitrator, and shall not be conducted on a class-wide, class action, or multiple complaining-party basis.
- b) Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration of any mark or other intellectual property or proprietary or confidential information of the Company without the Company's prior written consent. The Company may seek any applicable remedy in any applicable forum with respect to these disputes and with respect to money owing to the Company. In addition to monetary damages, the Company may obtain injunctive relief against Ready Partner for any violation of the Agreement or misuse of the Company's trademark, copyright or confidential information policies.
- c) Nothing in this rule shall prevent the Company from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard and protect the Company's interests prior to the filing of or during or following any arbitration or other proceeding or pending the handing down of a decision or award in connection with any arbitration or other proceeding. The Ready Partner hereby agrees that violation of the prohibition on use or disclosure of trade secrets, proprietary, or confidential information or the prohibition of the non-solicitation and non-disparagement provisions herein stated will cause Company irreparable injury for which there is no adequate remedy at law and hereby agrees to the entry of an ex-parte temporary restraining order, preliminary and permanent injunction, or any other emergency remedy necessary to prevent said violation.
- d) Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of this Agreement.

11.10 Entire Agreement. This Policy Manual is incorporated into the Agreement along with the Compensation Plan, and constitutes the entire agreement of the parties regarding their business relationship.

11.11 Governing Law. The Agreement and this Policy Manual shall be governed by the laws of the State of Florida and the jurisdiction of all claims arising hereunder shall be in the County of Palm Beach, the State of Florida.

- 11.12 Force Majeure.** The Company shall not be responsible for delays or failure in performance caused by circumstances beyond a party's control, such as strikes, labor difficulties, fire, war, government decrees or orders, or curtailment of a party's usual source of supply.
- 11.13 Notice.** Any communication, notice or demand of any kind whatsoever, which either Ready Partner or the Company may be required or may desire to give or to serve upon the other shall be in writing and delivered by electronic communication whether by telex, telegram, e-mail or fax (if confirmed in writing sent by registered or certified mail, postage pre-paid, return receipt requested or by personal service). Any party may change its address for notice by giving written notice to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been given or served on the date personally served by personal service, on the date of confirmed dispatch if by electronic communication, or on the date shown on the return receipt or other evidence if delivery is by mail.
- 11.14 Severability.** If under any applicable and binding law or rule of any applicable jurisdiction, any provision of the Agreement, including this Policy Manual, or any specification, standard or operating procedure which the Company has prescribed is held to be invalid or unenforceable, the Company shall have the right to modify the invalid or unenforceable provision, specification, standard or operating procedure or any portion thereof, to the extent required to be valid and enforceable, and the Ready Partner shall be bound by any such modification. The modification will be effective only in the jurisdiction in which it is required.
- 11.15 Violations.** It is the obligation of every Ready Partner to abide by and maintain the integrity of this Policy Manual. If the Ready Partner observes another Ready Partner committing a violation, such Ready Partner should discuss the violation directly with the violating Ready Partner. Any violations reported to the Company shall follow the Company's reporting procedures and may be reported to the Ready NetworkSM Support Department at support@readynetwork.com.

SECTION TWELVE: CODE OF PROFESSIONAL ETHICS

READY NETWORK, INC, BELIEVES THAT ITS READY PARTNERS SHOULD SUBSCRIBE TO THE PRINCIPLES OF FAIRNESS, HONESTY, INTEGRITY, AND SERVICE. THE RELATIONSHIP OF THE COMPANY TO READY PARTNER, READY PARTNER TO CUSTOMER, AND READY PARTNER TO OTHERS SHOULD BE PRESERVED, PROTECTED, AND PROMOTED IN ACCORDANCE WITH THE HIGHEST STANDARDS OF CONDUCT. THEREFORE, READY PARTNER AGREES TO ABIDE BY AND SUBSCRIBE TO THE CODE OF PROFESSIONAL ETHICS (THE "CODE OF ETHICS") CONTAINED IN THIS SECTION TWELVE.

AS A READY PARTNER, I AGREE THAT:

- 12.1** I will be honest and fair in all my dealings while acting as a Ready Partner of the Company.
- 12.2** I will respect the time and privacy of the people I contact to become retail customers or Ready Partners of the Company. I will be courteous and respectful to every person contacted in the course of my Company business.
- 12.3** I will perform all my professional activities in a manner that will enhance my reputation and the reputation of the Company.

- 12.4** I will fulfill my leadership responsibilities as a Manager, including training and otherwise supporting Ready Partners in my sales organization.
- 12.5** I will not engage in any deceptive or illegal practice, or any practice prohibited by the Agreement or the Policy Manual.
- 12.6** I will not make any claims not contained in the official Company literature, remembering that even my personal experience with the company may be interpreted as an “extension of labeling claims” if I use those experiences as a sales device.
- 12.7** I will make no income claims or representations regarding the Company Compensation Plan, remembering that ideal projections of the Company Compensation Plan are unrealistic. No network is grown in a perfect geometric progression and therefore it is impossible to predict incomes. Further, a Ready Partner’s success depends on many variables such as the amount of time committed to his/her business and the degree of organizational ability.
- 12.8** I understand and agree that I am solely responsible for all financial and/or legal obligations incurred by me in the course of my business as a Ready Partner of Ready NetworkSM, including self-employment taxes, income taxes, sales taxes, license fees, and related personal fees.
- 12.9** I will always honor the Company’s 100% satisfaction, thirty (30) day money back guarantee.
- 12.10** I understand and agree that capitalism is one of the most competitive economic systems in the world; I will compete aggressively but fairly, and I will respect the professionals of other companies. I will not solicit from the proprietary rolls or “genealogical” printouts of other companies. I will not use sales materials or professional associations that may be regarded as proprietary by other companies. The Company seeks to promote the reputation of all reputable network marketing companies that are furthering the cause of personal independence for their Ready Partners.
- 12.11** A Ready Partner shall engage in no conduct which negatively impacts, disrupts or impairs the reputation or business of the Company or other Ready Partners, including, but not limited to: disparagement of the Company, its Officers or Employees or other Ready Partners; manipulation of the compensation plan; undermines or is at odds with the training systems utilized by and authorized by the Company; conduct which is abusive, disrespectful, or intimidating of other Ready Partners, Customers, Employees, or Affiliates of the company; conduct that undermines the relationship between the Company and Ready Partners or relationships between Ready Partners; conduct which is false, fraudulent, dishonest or deceptive in any way; or any other conduct which the Company deems disreputable or, in anyway, negatively impacts the Company or other Ready Partners.

SECTION THIRTEEN: ADDENDA FOR SPECIFIC STATES (TBD)

- 13.1 Distributor Agreement for Georgia.** This addendum is applicable to Georgia participants only.
- a) This addendum shall supersede and override any provisions in the independent distributor agreement which shall be in conflict with this addendum, except that any cancellation or buy-back provision in the

distributor agreement, which is more favorable in terms to the distributor than this addendum, shall remain in full force and effect. The further purpose of this addendum is to set forth the rights of the independent distributor.

- b) Description of Products or Services: The company markets Survival, Outdoor, Hiking and Camping products and services to the consumer through independent distributors by way of network marketing. The company's product line is indicated on the enclosed brochures. The company's primary service to distributors who are independent contractor marketers is to make available quality products for distributors to sell. In addition, the company makes available sales and marketing literature, ordering and other forms, supportive materials to promote the business and policies and procedures to provide guidance in conduct of the business. The company maintains a distributor relations department to answer questions of distributors. The company makes available to distributors downline sales organization data processing reports to inform distributors of sales production activity of their sales organization. Information regarding shipping and training are provided in other paragraphs. The company's sales and marketing materials provide more detailed information. The company supplies marketing materials and fulfills orders of its distributors.
- c) Delivery Date of Products: After receipt of orders and payment in full, the company ships orders for its products received before 12:00 p.m. EST the same day, and orders received after 12:00 p.m. EST are shipped the next business day. Product orders are sent via Federal Express. Methods of payment include check or credit cards.
- d) Training: The Company offers a complete library of print and video materials to all independent distributors at no charge. The materials are readily available over the internet in the distributor's personal virtual office. The training materials cover the product, how to conduct a personal sales party in the home, an understanding of the compensation plan, and a complete library of personal development tools.
- e) A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the company at its principal business address.
- f) Cancellation and Buy-Back Policy: The company will honor minimum cancellation rights to the participant in accordance with OCGA § 10-1-415(d) (1), (2) and (3), which code sections provide as follows and are set forth verbatim:
 - 1. "If the participant has purchased products or paid for administrative services while the contract of participation was in effect, the seller shall repurchase all unencumbered products, sales aids, literature, and promotional items which are in a reasonably resalable or reusable condition and which were acquired by the participant from the seller; such repurchase shall be at a price not less than 90 percent of the original net cost to the participant of the goods being returned. For purposes of this paragraph, 'original net cost' means the amount actually paid by the participant for the goods, less any consideration received by the participant for purchase of the goods which is attributable to the specific goods now being returned. Goods shall be deemed 'resalable or reusable' if the goods are in an unused, commercially resalable condition at the time the goods are returned to the seller. Goods which are no longer marketed by the company shall be deemed 'resalable or reusable' if the goods are in an unused,

commercially resalable condition and are returned to the seller within one year from the date the company discontinued marketing the goods; provided, however, that goods which are no longer marketed by a multilevel distribution company shall not be deemed 'resalable or reusable' if the goods are sold to participants as nonreturnable, discontinued, or seasonal items and the nonreturnable, discontinued, or seasonal nature of the goods was clearly disclosed to the participant seeking to return the goods prior to the purchase of the goods by the participant. Notwithstanding anything to the contrary contained in this paragraph, a multilevel distribution company may not assert that any more than 15 percent of its total yearly sales per calendar year to participants in dollars are from nonreturnable, discontinued, or seasonal items;

2. The repayment of all administrative fees or consideration paid for other services shall be at not less than 90 percent of the costs to the participant of such fees or services and shall reflect all other administrative services that have not, at the time of termination, been provided to the participant; and
3. The participant may be held responsible for all shipping expenses incurred in returning sales aids or products to the company but only if such responsibility of a canceling participant is disclosed in the written description of the cancellation rights." The cancellation and buy-back policy above is controlling and overrides any contrary language in any other company materials.

g) Pursuant to OCGA § 10-1-415(d)(3), notice is given that the participant shall be responsible for all shipping expenses incurred in returning sales aids or products to the company.

13.2 Distributor Agreement for Louisiana. This addendum is applicable to Louisiana participants only.

- a) This addendum shall supersede and override any provisions in the independent distributor agreement which shall be in conflict with this addendum, except that any cancellation or buy-back provision in the distributor agreement, which is more favorable in terms to the distributor than this addendum, shall remain in full force and effect. The further purpose of this addendum is to set forth the rights of the independent distributor.
- b) A participant in this multilevel marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address.
- c) No purchase or investment is necessary to become a Company distributor other than the purchase of a distributor sales kit which is sold "at Company cost."
- d) Waiver of Personal Activity Requirement During First Sixth Months. During the first six months after commencement of the distributor agreement, every Louisiana distributor is excused from personal product purchase activity requirements to the extent that payment for product purchased when combined with any other consideration (e.g. sales kit) exceeds \$300. During this period, no total payment in excess of \$300, either by express condition or practical necessity may be required to qualify as an active distributor or to qualify for bonuses. The waiver of qualifying purchase requirements is controlling and overrides anything to the contrary in other Company materials. Other than purchase of sales kit, all purchases by a distributor are

voluntary and are voluntary and are neither required by actual or practical necessity to participate fully in the marketing program.

- e) Prohibition: Any payment by a distributor during his or her first 180 days in excess of \$300 which may be considered under La. R.S.51:1821(2) as initial

consideration required by express condition or practical necessity is strictly prohibited.

1. The above prohibition shall not in any way restrict the amount of retail sales.
2. Upon termination, if the independent distributor has purchased products for inventory purposes or mandatory sales aids while the distributor agreement was in effect, all unencumbered products purchased within the previous 12 months which are in an unused and commercially resalable condition then in possession of the independent distributor shall be repurchased. The repurchase shall be at price of not less than ninety percent of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the Company of the election to cancel. You may not re-join the Company for a period of six months after a resignation.
3. Louisiana Law Applicable. In the event of a dispute for jurisdictional purposes, a distributor shall be entitled to file an adjudicatory claim or lawsuit in the jurisdiction of Louisiana and the governing law shall be Louisiana law.

13.3 Montana Addendum to Agreement.

- a) Refund Policy for Montana Representatives. The following refund policies shall be applicable to Montana representatives and shall supersede any policies that are less protective to Montana representatives.

1. A representative may cancel participation in the representative contract for any reason at any time upon notification in writing to the company of the election to cancel.
2. If the representative cancels participation and returns any required items, the person is entitled to a refund of any consideration given to participate in the sales plan or operation.
3. Upon the request of a representative deciding to terminate participation in the sales plan or operation, there shall be the e-purchase, at not less than ninety percent (90%) of the amount paid by the representative, of any currently marketable goods or services sold to the representative within 12 months of the request that have not been resold or consumed by the representative.
4. Within 15 days from the date of enrollment, a Montana resident may cancel his or her Agreement and may return his or her starter kit for a full refund within such time period.

13.4 Distributor Agreement for Oklahoma. This addendum is applicable to Oklahoma distributors only.

- a) The independent distributor agreement may be canceled at any time and for any reason by a distributor notifying the company and the sponsoring

distributor in writing of the election to cancel.

- b) If a distributor elects not to renew his or her distributor agreement, all rights to bonuses, marketing position and wholesale purchases cease. The terminated distributor's sales organization shall be transferred to his or her sponsor.
- c) If the independent distributor has purchased products for inventory purposes or mandatory sales aids while the distributor agreement was in effect, all unencumbered products in a resalable condition then in possession of the independent distributor, which have been purchased within twelve months of cancellation, shall be repurchased. The repurchase shall be at a price of not less ninety percent than (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the Company of the election to cancel.
- d) Any product purchases which have been previously represented by the terminating distributor as having been either resold or utilized for personal or family use are not subject to repurchase.

13.5 Distributor Agreement for Texas. This addendum is applicable to Texas distributors only.

- a) The independent distributor agreement may be canceled at any time and for any reason by a distributor notifying the company and the sponsoring distributor in writing of the election to cancel.
- b) If a distributor elects not to renew his or her distributor agreement, all rights to bonuses, marketing position and wholesale purchases cease. The terminated distributor's sales organization shall be transferred to his or her sponsor.
- c) If the independent distributor has purchased products for inventory purposes or mandatory sales aids while the distributor agreement was in effect, all unencumbered products in a resalable condition then in possession of the independent distributor, which have been purchased within twelve months of cancellation, shall be repurchased. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or such participant through prior to notification to the Company of the election to cancel.
- d) Any product purchases which have been previously represented by the terminating distributor as having been either resold or utilized for personal or family use are not subject to repurchase.

13.6 Wyoming Addendum to Agreement.

- a) Refund Policy for Wyoming Distributors. The following refund policies shall be applicable to Wyoming distributors and shall any policies that are less protective to Wyoming distributors.
 - 1. A distributor may cancel participation in the distributor contract for any reason at any time upon notification in writing to the company of the election to cancel.
 - 2. If the participant has purchased products while the contract of participation was in effect, all unencumbered products in a resalable condition then in the possession of the participant shall be repurchased

by the company. The repurchase shall be at a price of not less than ninety percent (90%) of the original net cost to the participant returning such goods, taking into account any sales made by or through such participant prior to notification to the company of the election to cancel.

3. Although the company does not have a purchase requirement, in the event such a requirement is made of participants in its marketing program to purchase products or services or pay any other consideration in order to participate in the marketing program, the following refund policy shall be applicable and the company agrees:
 - a) To repurchase all or part of any products which are unencumbered and in a resalable condition at a price of not less than ninety percent (90%) of the original net cost to the participant, taking into account any sales made by or through such participant prior to notification to the company of election to cancel;
 - b) To repay not less than ninety percent (90%) of the original net cost of any services purchased by the participants; or
 - c) To refund not less than ninety percent (90%) of any other consideration paid by the participant in order to participate in the marketing program.