

## **Engage Global USA**

### **Terms & Conditions**

#### **SECTION 1 - CODE OF ETHICS**

Engage Global has made a commitment to provide the finest Membership Marketing experience backed by impeccable service to its Members. In turn, the company expects Engage Global Members to reflect that image in their relationships with Customers and fellow Members.

As an Engage Global Member you are expected to operate your business according to the highest standards of integrity and fair practice in your role as an Engage Global Member. Failure to comply with the Code of Ethics can result in your termination as an Engage Global Member. The Code of Ethics, therefore, states:

As an Independent Member:

- “ I will conduct my business in an honest, ethical manner at all times.
- “ I will make no representations about the benefits of Membership with Engage Global other than those contained in officially-approved corporate literature and videos.
- “ I will provide support and encouragement to my customers to ensure that their experience with Engage Global is a successful one.
- “ I will motivate and actively work with Members of my organization to help them build their Engage Global business. I understand that this support is critical to each Member’s success with Engage Global.
- “ I will refrain from exaggerating my personal income or the income potential in general and will stress to prospective Members the level of effort and commitment required to succeed in the business.
- “ I will not abuse the goodwill of my association with Engage Global to further or promote other business interests (particularly those which may be competitive to Engage Global) without the prior written consent of Engage Global.
- “ I will not make disparaging remarks about other products, services, Members, or companies; likewise, I will not willfully denigrate the activities or personalities of fellow Engage Global Members or Engage Global staff.
- “ I will abide by all of the Policies and Procedures of Engage Global as included herein, or as may be amended from time to time.
- “ I will not make any payment(s) or promise to pay any prospective or existing Member in return for such Member’s enrollment, continued enrollment, or team building or sponsoring activities with Engage Global.

#### **SECTION 3 - BECOMING A MEMBER**

##### **3.1 - Requirements to Become a Member**

To become an Engage Global Member, each applicant must:

###### **3.1.1 - Be at least 18 years of age;**

3.1.2 - Reside in the 50 United States or US Territories officially opened by the Company;

3.1.3 - Have a valid Social Security or Tax ID number;

3.1.4 - Submit an Engage Global Member Application and Agreement online.

The Company reserves the right to reject any applications for a new Member or applications for renewal.

### 3.2 - Member Benefits

Once a Member Application and Agreement has been accepted by Engage Global, the following benefits are available to the new Member.

3.2.1 – Members that enroll in Engage Global are allowed to:

- Sell Engage Global products to retail customers and receive profit from these sales

- Receive periodic Engage Global literature and other Engage Global communications

- Build a network of Independent Members and participate in the Engage Global Compensation Plan

## SECTION 4 - OPERATING AN ENGAGE GLOBAL BUSINESS

### 4.1 - Adherence to the Engage Global Compensation Plan

Members must adhere to the terms of the Engage Global Compensation Plan as set forth by Engage Global in its literature.

Members shall not offer the Engage Global opportunity through, or in combination with, any other system, program or method of marketing other than that specifically set forth in official Engage Global literature. Members shall not require or encourage other current or prospective customers or Members to participate in Engage Global in any manner that varies from the program as set forth in official Engage Global literature. Members shall not require or encourage other current or prospective customers or Members to execute any agreement or contract other than official Engage Global agreements and contracts in order to become an Engage Global Member. Similarly, Members shall not require or encourage other current or prospective customers or Members to make any purchase from, or payment to, any individual or other entity to participate in the Engage Global Compensation Plan other than those purchases or payments identified as recommended or required in official Engage Global literature.

### 4.2 - Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. “Bonus buying” includes:

- (a) the enrollment of individuals without their knowledge and agreement and/or without execution of a Member Application;

- (b) the fraudulent enrollment of an individual as a Member or merchant;

- (c) the enrollment or attempted enrollment of non-existent individuals as Members or merchants;

- (d) the use of a credit card by or on behalf of a Member or merchant when the Member or customer is not the account holder of such credit card and;

(e) purchasing Engage Global products on behalf of another Member, or under another Member's ID number, to qualify for commissions or bonuses.

#### 4.3 - Business Entities

A Partnership, LLC or Corporation may hold an Engage Global Membership upon completion of the Member Application process, and providing in the appropriate space a Federal tax ID number. An individual may participate in multiple business centers, however, all must be under the same business name. The person signing the application on behalf of a business entity must have the authority of said entity for entering into the transaction. In addition, by signing for as a business entity, you certify that no person with an interest of debt or equity in the business has had an interest in a Member business in Engage Global within six (6) months of the date of signature.

#### 4.4 - Changes to an Engage Global Membership

##### 4.4.1 - General

A Member may only update the information contained in his or her Membership as allowed by the Engage Global system online, which changes may be made in their Member's Lounge or by contacting Engage Global, but in no case are Members allowed to make such updates if the intent is to change ownership of the account without properly affecting a Transfer of Ownership, written approval for which must be given by Engage Global. Any transfer of ownership must be done pursuant to paragraph 4.22.

##### 4.4.2 - Change of Sponsor

To protect the integrity of all marketing organizations and safeguard the hard work of all Members, Engage Global does not allow changes in sponsorship for active Members. Maintaining the integrity of sponsorship is critical for the success of every Member and marketing organization. Accordingly, the transfer of an Engage Global business from one sponsor to another is not permitted.

Exception - A request for a change in sponsor, due to Engage Global error, will be accepted within 5 business days of completion of the application.

##### 4.4.3 - Cancellation and Re-application

A Member may legitimately change organizations by:

a) Voluntarily cancelling his or her Engage Global Agreement and remaining inactive (i.e., no purchases of Engage Global products for resale; no sales of Engage Global products; no sponsoring; and no attendance at any Engage Global functions, participation in any other form of Member activity, or operation of any other Engage Global business) for 6 full calendar months.

Following the 6 calendar month period of inactivity, the former Member may reapply under a new sponsor. However the former Member will permanently lose any and all right to their former Member downline organization.

#### 4.5 - Unauthorized Claims and Actions

##### 4.5.1 - Indemnification

A Member is fully responsible for all of his or her verbal and written statements made regarding Engage Global products, services, and the Compensation Plan that are not expressly contained in official Engage Global materials. Members agree to indemnify Engage Global and Engage

Global's directors, officers, employees and agents and hold them harmless from any and all liability, including judgments, civil penalties, refunds, attorney fees, court costs or lost business incurred by Engage Global as a result of the Member's unauthorized representations or actions. This provision shall survive the termination of the Member Agreement.

#### 4.5.2 - Income Claims

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

Moreover, the Federal Trade Commission and all states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Members may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Engage Global as well as the Member making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because Members do not have the data necessary to comply with the legal requirements for making income claims, an Member may NOT make income projections, income claims or disclose his or her Engage Global income (including the showing of checks, copies of checks, bank statements or tax records).

#### 4.6 - Conduct at Engage Global Events

##### 4.6.1 - No Selling or Recruiting at Engage Global Events

Selling and recruiting at Engage Global events is not permitted. These activities take away from the primary focus of the event, and can negatively reflect on the professional image of Engage Global as a company. You may, however, offer a business card and/or catalog.

##### 4.6.2 - No Selling or Recruiting for other Companies at Engage Global Events

Engage Global Members shall not sell any products or recruit for any business during Engage Global events. This restriction most specifically applies to sales and recruitment efforts for any other direct sales or marketing program, regardless of the product category, including those that do not compete with Engage Global's product line.

#### 4.7 - Conflicts of Interest

##### 4.7.1 - Non-compete Policy

Engage Global Members are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"), with the exception of those products in the same generic category as a Engage Global product that is deemed to be competing. Members may not display Engage Global products with any other products or services in a fashion that might in any way confuse or mislead a prospective customer, merchant or Member into believing there is a relationship between the Engage Global and non-Engage Global products or services.

##### 4.7.2 – Non-solicitation

During the term of this Agreement, Members may not recruit other Engage Global Members or Merchants or customers for any other network marketing business. Following the cancellation of this Agreement, and for a period of one year thereafter, a former Member may not recruit any

Engage Global Member or customer for another network marketing business, with the exception of an Member who is personally sponsored by the former Member. The Members and Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the Internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, the Members and Company agree that this non-solicitation provision shall apply to all markets in which Engage Global conducts business.

The term “recruit” means actual or attempted solicitation, enrollment, encouragement or effort to influence in any other way, either directly, indirectly or through a third party, another Engage Global Member or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes recruiting even if the

Member’s actions are in response to an inquiry made by another Member or customer.

#### 4.7.3- Downline Activity (Genealogy) Reports

Downline Activity Reports made available for Member access and viewing at Engage Global’s online Member’s Lounge are considered confidential. Member access to their Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to Engage Global. Downline Activity Reports are provided to Members in the strictest of confidence and are made available to Members for the sole purpose of assisting Members in working with their respective Downline Organizations in the development of their Engage Global business. Members should use their Downline Activity Reports to assist, motivate and train their Downline Members. The Member and Engage Global agree that, but for this agreement of confidentiality and nondisclosure, Engage Global would not provide Downline Activity Reports to the Member. A Member shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password(s) or other access code to his or her Downline Activity Report;
- Use the information to compete with Engage Global or for any purpose other than promoting his or her Engage Global business;
- Recruit or solicit any Member or Customer of Engage Global listed on any report or in any manner attempt to influence or induce any Member or customer of Engage Global to alter their business relationship with Engage Global;
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in any Downline Activity Report.

Upon demand by the Company, any current or former Member will return the original and all copies of printed Downline Activity Reports to the Company.

#### 4.8 - Cross-Sponsoring

Actual or attempted cross-sponsoring is strictly prohibited. “Cross-sponsoring” is defined as the enrollment of an individual or entity that already has a current Customer, Merchant or Member

Agreement on file with Engage Global, or who has had such an agreement within the preceding 6 calendar months, within a different line of sponsorship. The use of a spouse or relative's name, trade names, assumed names or fictitious ID numbers to circumvent this policy is prohibited. Members shall not demean, discredit or defame other Engage Global Members in an attempt to entice another Member to become part of the first Member's marketing organization. If a prohibited organization transfer occurs, Engage Global shall take disciplinary action against the Member(s) who engaged, acquiesced and/or knowingly participated in the improper cross-sponsoring. However, it shall be entirely within Engage Global's discretion where in the genealogical structure, the cross-sponsored organization in question shall be placed or otherwise distributed.

Because equities often exist in favor of both upline organizations, MEMBERS WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION AGAINST THE COMPANY FOR ITS DECISION REGARDING THE FINAL DISPOSITION OR PLACEMENT OF THE CROSSSPONSORED ORGANIZATION.

#### 4.9 - Errors or Questions

If a Member has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Member must notify the Member Services Department at Engage Global's headquarters in Provo, Utah within 15 days of the date of the purported error or incident in question. Engage Global will not be responsible for any errors, omissions or problems not reported to the Company within 15 days.

#### 4.10 – Sales Aids Optional

Members are not required to carry sales aids. Members who do so must make his or her own decision with regard to these matters. To ensure that Members are not encumbered with Company Sales Aids, such Sales Aids may be returned to Engage Global upon the Member's cancellation pursuant to the terms of Section 8.1.

#### 4.11 - Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling program. Therefore, Members shall not represent or imply that Engage Global or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

#### 4.12 – Non-Financial Enrollments

Member enrollments are not complete, and therefore not considered for final acceptance by Engage Global, without making a paid initial order. Such 'unfinancial' Member enrollments are subject to deletion within 24 hours of their entry.

#### 4.13 - Identification

All Members are required to provide their Social Security Number or Federal Tax Identification Number to Engage Global in order to be paid commissions.

Upon enrollment, the Member must create a unique handle (username) by which he or she will be identified. This handle will be used for all account transactions, including to place orders and track commissions and bonuses.

#### 4.14 - Income Taxes

Each Member is responsible for paying local, state and federal taxes on any income generated as a Member. If an Engage Global business is tax exempt, the Federal Tax Identification Number must be provided to Engage Global. Every year, Engage Global will provide IRS Form 1099 (non-employee compensation) earnings statement to each U.S. resident who (a) had earnings of over \$600 in the previous calendar year or (b) made purchases during the previous calendar year in excess of \$5,000 wholesale. Engage Global cannot accept a tax-exempt certificate from a Member who resides in a state where tax exempt status is not granted for Direct Sales businesses. Members are encouraged to check with their state government before sending a form to Engage Global.

#### 4.15 - Independent Contractor Status

Members are independent contractors and are not purchasers of a franchise or a business opportunity. The agreement between Engage Global and its Members does not create an employer/employee relationship, agency, partnership or joint venture between the Company and the Member. Members shall not be treated as an employee for his or her services or for federal or state tax purposes. All Members are responsible for paying local, state and federal taxes due from all compensation earned as a Member of the Company. The Member has no authority (expressed or implied) to bind the Company to any obligation. Each Member shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Member Agreement Form, and these Policies and Procedures, and applicable laws.

The names of Engage Global, MMF, Military Micronutrient Formulation, and other names as may be adopted by Engage Global are proprietary trade names, trademarks and service marks of Engage Global. As such, these marks are of great value to Engage Global and are supplied to Members for their use only in an expressly authorized manner. Use of these names on any item not produced by the Company is prohibited except as follows:

Member's Name

Independent Engage Global Member -OR- Independent Member

All Members may list themselves as an "Independent Engage Global Member" in the residential telephone directory ("white pages") under their own name. Members may not create websites, blogs, social media accounts, or place telephone directory display ads using Engage Global's name or logo.

Members may not answer the telephone by saying "Engage Global," "Engage Global Processing," or in any other manner that would lead the caller to believe that he or she has reached the corporate offices of Engage Global. Members shall make a good-faith effort to make sure the caller understands that the member is not an agent of Engage Global.

Advertising is not limited to print media; it also includes internet advertising and other forms of advertising. It is prohibited for a Member to use an internet or email address that utilizes the trade name Engage Global, or includes Engage Global in a portion of the address. It is also prohibited for a Member to create a website or any other online medium that references or relates to Engage Global that is not authorized in writing by Engage Global. It is also prohibited for a Member to place links to unauthorized websites or webpages onto a website or webpage that has been authorized by Engage Global.

#### 4.16 - Insurance

##### 4.16.1 - Business Pursuits Coverage

You may wish to arrange insurance coverage for your business. Your homeowner's insurance policy may not cover business related injuries or the theft of or damage to your business. Contact your insurance agent to make sure that your business property is protected.

#### 4.17 - International Marketing

Because of critical legal and tax considerations, Engage Global must limit the marketing and enrollment of Engage Global services and the presentation of the Engage Global business to prospective customers, Merchants and Members located within the 50 United States of America and any other jurisdiction officially opened by Engage Global. Members are only authorized to do business in the countries in which Engage Global has announced are open for business in official Company literature.

#### 4.18 - Laws and Ordinances

Members shall comply with all federal, state and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Members because of the nature of their business. However, Members must obey those laws that do apply to them. If a city or county official tells a Member that an ordinance applies to him or her, the Member shall comply with the law.

#### 4.19 - Minors

Members shall not enroll or recruit individuals under the age of 18 into the Engage Global program.

#### 4.20 - Actions of Household Members or Affiliated Individuals.

Engage Global memberships are limited to one per household. If any member of a Member's household, family, or other affiliated individual engages in any activity that, if performed by the Member, would violate any provision of the Agreement, such activity will be deemed a violation by the Member and Engage Global may take disciplinary action pursuant to the Statement of Policies against the Member.

An exception to the one-business-per-Member rule will be considered on a case-by-case basis if two Members marry. Requests for exceptions to this policy must be submitted in writing to the Compliance Department.

#### 4.21 - Requests for Records

Any request from a Member for printed copies of invoices, agreements, Downline activity reports or other records/reports as reasonably available will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records. Electronic versions of the same are provided without charge.

#### 4.22 - Sale, Transfer or Assignment of Engage Global Business

Although an Engage Global business is a privately owned, independently operated business, the sale, transfer or assignment of an Engage Global business, and the sale, transfer or assignment of an interest in a Business Entity that owns or operates a Engage Global Member business, is subject to certain limitations. If a Member wishes to sell his or her Engage Global business, or interest in a Business Entity that owns or operates a Engage Global business, the following criteria must be met:

- The selling Member must offer Engage Global the right of first refusal to purchase the business on the same terms as agreed upon with a third-party buyer. Engage Global shall have fifteen (15) days from the date of receipt of the written offer from the seller to exercise its right of first refusal.
- The buyer or transferee must become a qualified Member. Before the sale, transfer or assignment can be finalized and approved by Engage Global, any debt obligations the selling party has with Engage Global must be satisfied.
- The selling party must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign an Engage Global Member business.

Prior to selling a Business Entity interest, the selling party must notify Engage Global's Compliance Department or CEO in writing and advise of his or her intent to sell their Engage Global business or Business Entity interest. The selling party must also receive written approval from Engage Global's Compliance Department or CEO before proceeding with the sale.

#### 4.23 - Separation of an Engage Global Member Business

In the event of a dissolution of marriage of a Engage Global Member, and a spouse, arrangements must be made to assure that any division of the business assets is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Members and the Company, Engage Global may be forced to involuntarily terminate the Member Agreement.

4.24 - During the pendency of a divorce or dissolution, the Company shall treat the business according to the status quo as existed prior to the filing of the divorce or dissolution.

Under no circumstances will the Downline Organization of divorcing spouses be divided. Similarly, under no circumstances will Engage Global split commission and bonus checks between divorcing spouses. Engage Global will recognize only one Downline Organization and will issue only one commission check per Engage Global business per commission cycle. Commission checks shall always be issued to the individual whose name appears on the Member Agreement.

4.25 - In the event of death, the Member's Engage Global business shall be transferred to the person or entity as specified in the Member's written will, a notarized copy of which must be provided to Engage Global within 30 days of the Member's death. In the absence of a written will the Member's Engage Global business shall be transferred to the Member's nearest surviving heir, who must provide written proof of such status to Engage Global within 30 days of the Member's death. Without an heir the Member's Engage Global business will revert to Engage Global or be terminated at the company's discretion. If the assuming party or parties cannot operate an Engage Global business properly as per these Terms and Conditions or otherwise fail to provide for the best interests of other Members and the Company, Engage Global may be forced to involuntarily terminate the Member Agreement.

#### 4.26 - Sponsoring

All active Members in good standing have the right to sponsor and enroll others into Engage Global. Each prospective Member has the ultimate right to choose his or her own sponsor. If two Members claim to be the sponsor of the same new Member, the Company shall regard the first Membership request as controlling.

## 4.27 - Telemarketing

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices.

Both federal agencies (as well as a number of states) have “do not call” regulations as part of their telemarketing laws. While you may not consider yourself a “telemarketer” in the traditional sense of the word, these regulations broadly define 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 (up to \$11,000.00 per violation).

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

- If the Member has an established business relationship with the prospect. An “established business relationship” is a relationship between a Member and a prospect based on the prospect’s purchase, rental or lease of goods or services from the Member, or a financial transaction between the prospect and the Member, within the 18 months immediately preceding the date of a telephone call to induce the prospect’s purchase of a product or service.
- The prospect’s personal inquiry or application regarding a product or service offered by the Member within the 3 months immediately preceding the date of such a call.
- If the Member receives written and signed permission from the prospect authorizing the Member to call. The authorization must specify the telephone number(s) that the Member is authorized to call.
- You may call family members, personal friends and acquaintances. An “acquaintance” is someone with whom you have at least a recent first-hand relationship (i.e., you have recently personally met him or her). 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.

In addition, Members shall not use automatic telephone dialing systems relative to the operation of their Engage Global 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 5 - RESPONSIBILITIES OF MEMBERS

### 5.1 - Change of Address or Telephone

To ensure timely delivery of products, support materials and commission checks, it is critically important that Engage Global’s files are current. Members planning to move should update their new address and telephone numbers via their Member’s Lounge or calling Engage Global at 801-

655-4501 to request the changes. To guarantee proper delivery, changes to accounts should be made two-weeks prior to their autoship order date or making any orders.

## 5.2 - Continuing Development Obligations

### 5.2.1 - Ongoing Training

Any Member who sponsors another Member into Engage Global must perform a bona fide assistance and training function to ensure that his or her Downline is properly operating his or her Engage Global business. Members must have ongoing contact and communication with the Members in their Downline Organizations. Examples of such contact and communication may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail and the accompaniment of Downline Members to Engage Global meetings, training sessions, and other functions. Upline Members are also responsible to motivate and train new Members in Engage Global product knowledge, use and function of the Member's Lounge, effective sales techniques, the Engage Global Compensation Plan and compliance with Company Policies and Procedures. Communication with and the training of Downline Members must not, however, violate Section 4.2 (regarding the development of Member-produced sales aids and promotional materials). Members cannot charge for training.

### 5.2.2 - Increased Training Responsibilities

As Members progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge and understanding of the Engage Global program. They will be called upon to share this knowledge with lesser-experienced Members within their organization.

### 5.2.3 - Ongoing Sales Responsibilities

Regardless of their level of achievement, Members have an ongoing obligation to continue to personally promote sales through the generation of new customers or members and through servicing their existing customers or members.

## 5.3 – Non-disparagement

Engage Global wants to provide its Members with the best products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Engage Global corporate offices. While Engage Global welcomes constructive input, negative comments and remarks made in the field by Members about the Company, its products or Compensation Plan serve no purpose other than to sour the enthusiasm of other Engage Global Members. For this reason, and to set the proper example for their Downline, Members must not disparage, demean or make negative remarks about Engage Global, other Engage Global Members, Engage Global's services, the Compensation Plan or Engage Global's directors, officers or employees.

## 5.4 - Providing Enrollment Support to Applicants

Members must provide a reasonable amount of assistance to new applicants to ensure their online enrollment is completed accurately and to provide at least a basic level of understanding of the functionality of their Member's Lounge, including but not limited to, order entry, autoships, sponsorship of new members, downline viewers, and disposition of earnings.

## 5.5 - Reporting Policy Violations

Members observing a policy violation by another Member should submit a report of the violation directly to the attention of the Engage Global Compliance Department. Details of the incident(s), such as dates, number of occurrences, persons involved and any supporting documentation, should be included in the report.

## SECTION 6 - PURCHASING PRODUCT & PRODUCT SALES REQUIREMENTS

### 6.1 - Product Sales

The Engage Global Compensation Plan is based upon the sale of Engage Global products and services to end user. Members must fulfill personal and Downline organization sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement.

### 6.2 – Retail Sales

Engage Global wants to ensure that prices for its products and services are not destabilized when sold through a retailing environment. Therefore, Products sold in a retail environment will be subject to a minimum advertised retail price. The minimum advertised price of Engage Global's products sold in a retail environment (such as a doctors office, website, health clinic, etc.) is listed on the Engage Global website. Any Member who knowingly fails to honor the minimum price set by Engage Global for its products and services will be subject to termination.

Sales of Engage Global products through on-line auction sites, such as Ebay are prohibited, unless such sale is done using a fixed price which is not below the minimum advertised retail price.

### 6.3 - Territory Restrictions

There are no exclusive territories granted to anyone. No franchise fees are required.

### 6.4 - Escalation of Order Payment(s)

Active Members have the option of making product orders using Personal Account (PA) credits (from earned commissions or by making a deposit into their PA) by choosing their preferred payment type in their Member's Lounge in the case of autoshipments, and in the shopping cart for one-time orders. Multiple payment types are not allowed on a single purchase, thus to complete a product order using PA credits the Member must have sufficient credit to pay for the entire order. For Members with a standing autoshipment, the following rules apply to payment preferences.

6.4.1 - If the Member's payment preference is set to Credit Card (CC), then the member's default CC (set by the Member in their Payment Types) will be charged. If the CC declines, and if the Member has sufficient Personal Account (PA) credit to pay for the entire order, then the system will trigger a one-time charge to their PA for that order.

\*The Member's payment preference will not change for subsequent orders.

6.4.2 - If the Member's CC declines, and if the Member has insufficient PA credit, then the order will remain 'unpaid.' In most cases Member Services will attempt a second, manual charge to the member's CC and/or attempt to contact the member to obtain a valid payment type before commissions are processed after the close of the month.

6.4.3 - If the Member's payment preference is set to PA, and if there is sufficient PA credit to pay the entire order, then the system will charge their PA.

6.4.4 - If the Member's payment preference is set to PA, and if the Member has insufficient PA credit to pay for the entire order, and if no CC charge has yet been attempted for this order, then the system will charge the member's default CC (set by the member in their Payment Types) for that transaction ONLY. If their CC declines, see 6.4.2 above.

\*The Member's payment preference will not change for subsequent orders.

### 9.3 - Arbitration

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association or other recognized arbitration service, under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Members waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in the County of Utah, State of Utah, unless the laws of the state in which an Member resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions, with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel that the American Arbitration Panel provides. The prevailing party shall be entitled to receive from the losing party, OR each party to the arbitration shall be responsible for its own, costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement. Nothing in these Policies and Procedures shall prevent Engage Global from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect Engage Global's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

### 9.4 - Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside in Utah County, State of Utah. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Utah shall govern all other matters relating to or arising from the Agreement.

9.4.1 - Louisiana Residents: Notwithstanding the foregoing, Louisiana residents may bring an action against the Company with jurisdiction and venue as provided by Louisiana law.

## SECTION 10 - INACTIVITY AND CANCELLATION

### 10.1 - Effect of Cancellation

Following a Member's termination for inactivity (90 consecutive days with no volume on the account), or voluntary or involuntary termination of his or her Member Agreement (all of these methods are collectively referred to as "termination"), the former Member shall have no right, title, claim or interest to the marketing organization that he or she operated, or any commission or bonus from the sales generated by the organization. A Member whose business is terminated will lose all rights as an Member. This includes the right to sell Engage Global products and services and the right to receive future commissions, bonuses or other income resulting from the sales and other activities of the Member's former Downline sales organization. In the event of termination, Members agree to waive all rights they may have, including but not limited to

property rights, to their former Downline organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Downline organization.

Following a Member's termination of his or her Member Agreement, the former Member shall not hold himself or herself out as a Engage Global Member. An Member whose Member Agreement is terminated shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary termination).

#### 10.2 - Involuntary Termination

A Member's violation of any of the terms of the Agreement, including any amendments that may be made by Engage Global in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary termination of his or her Member Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier to the Member's last known address (or fax number), or to his or her attorney, or when the Member receives actual notice of termination, whichever occurs first.

#### 10.3 - Voluntary Termination

A Member has a right to cancel, at any time, regardless of reason. Termination must be submitted in writing to the Company at its principal business address or by calling Engage Global directly. Members who have resigned may re-apply to become a Member with Engage Global after 6 months. A Member's position is subject to termination due to inactivity (i.e., merchant enrollments, no commissions, no ordering, no sponsoring; and no attendance at any Engage Global functions, participation in any other form of Member activity, or operation of any other Engage Global business) after being inactive for 6 full calendar months.

#### 10.4 - Non-Renewal

A Member may also voluntarily cancel his or her Member Agreement by failing to maintain the Agreement annually. The Company may also elect not to renew a Member's Agreement.

#### 10.5- Complete Agreement

These Policies and Procedures, any and all modifications made by the Company, along with the Terms and Conditions and the Compensation Plan make up the entire agreement between Member and Company.