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- D. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware,

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RETURNS

You agree that if you resell Product directly to a customer, you will adhere to Green Organics's refund policy and shall provide the customer a full refund of all monies paid if the customer returns resalable product within thirty (30) days of the transaction. If you are not 100% satisfied with our products, you may return the items for a refund if neither you nor we have terminated the Agreement and the products were purchased within ninety days and remain in resalable condition. The refund shall be 90% of the purchase price. Shipping and handling charges incurred will not be refunded.

Upon cancellation of a distributor's agreement, the distributor may return resalable inventory and sales aids purchased within one (1) year from the date of cancellation for a refund if he or she is unable to sell or use the merchandise. A distributor may only return products and sales aids he or she personally purchased from the Company under his or her Distributor Identification Number, and which are in resalable condition. Upon receipt of the products and sales aids, the distributor will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the distributor any commissions, bonuses, rebates or other incentives received by the distributor that were associated with the merchandise that is returned.

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This site reserves the right to revise these provisions at its discretion, so check back from time to time to be sure you are complying with the current version.

POLICIES AND PROCEDURES v1.0

1.0 INTRODUCTION

1.1 Mutual Commitment Statement

Green organics, LLC (“Green Organics International”) recognizes that in order to develop a long-term and mutually rewarding relationship with its Business Owners (“Marketing Executives”) and Customers, Green Organics International and the Marketing Executives must acknowledge and respect the true nature of the relationship.

A. In the spirit of mutual respect and understanding, Green Organics International is committed to:

- I. Provide prompt, professional and courteous service and communications to all of its Marketing Executives and customers;
- II. Provide the highest quality products, at fair and reasonable prices;
- III. Exchange or refund the purchase price of any product, service or membership as provided in our *Return Policy*;
- IV. Deliver orders promptly and accurately;
- V. Pay commissions accurately and on a timely basis;
- VI. Expedite orders or checks if an error or unreasonable delay occurs;
- VII. Roll out new products and programs with Marketing Executive input and planning;
- VIII. Implement changes in the Compensation Plan or Policies and Procedures that affect the Marketing Executive with input from the Marketing Executives;
- IX. Support, protect and defend the integrity of the Green Organics International Business Opportunity;
- X. Offer Marketing Executives an opportunity to grow with Green Organics International with such growth guided by the principles of Servant Leadership.

B. In return, Green Organics International expects that its Marketing Executives will:

- I. Conduct themselves in a professional, honest, and considerate manner;
- II. Present Green Organics International corporate and product information in an accurate and professional manner;

- III. Present the Compensation Plan and Return Policy in a complete and accurate manner;
- IV. Not make exaggerated income claims;
- V. Make reasonable efforts to support and train Marketing Executives and customers in their downline;
- VI. Not engage in cross-line recruiting, unhealthy competition or unethical business practices;
- VII. Provide positive guidance and training to Marketing Executives and Customers in their downline while exercising caution to avoid interference with other downlines. As such, a Marketing Executive is discouraged from providing cross-line training to a Marketing Executive or customer in a different organization without first obtaining consent of the Marketing Executive's or customer's upline leader.
- X. Support, protect, and defend the integrity of the Green Organics International Business Opportunity.
- XI. Accurately complete and submit the Marketing Executive agreement and any requested supporting documentation in a timely manner.

1.2 Green Organics International Policies and Compensation Plan Incorporated into the Marketing Executive agreement

- A. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the Green Organics International agreement, these Policies and Procedures, and the Green Organics International Compensation Plan.
- B. It is the responsibility of the sponsoring Marketing Executive to provide the most current version of these Policies and Procedures (available on the Green Organics International Web site) and the Green Organics International Compensation Plan to each applicant prior to his or her execution of a Marketing Executive agreement.

1.3 Purpose of Policies

- A. Green Organics International is a direct sales company that markets products and services through independent business owners referred to as Marketing Executives. To clearly define the relationship that exists between Marketing Executives and Green Organics International, and to explicitly set a standard for acceptable business conduct, Green Organics International has established these Policies and Procedures.
- B. Green Organics International Marketing Executives are required to comply with (i) all of the Terms and Conditions set forth in the Marketing Executive Agreement, which Green Organics

International may amend in its sole discretion; (ii) all Federal, state, provincial, territorial, and local laws governing his or her Green Organics International business; and (iii) these Policies and Procedures.

- C. Green Organics International Marketing Executives must review the information in these Policies and Procedures carefully. Should a Marketing Executive have any questions regarding a policy or rule, the Marketing Executive is encouraged to seek an answer from his or her sponsor or any other upline Marketing Executive. If further clarification is needed the Marketing Executive may contact Green Organics International customer service.

1.4 Changes, Amendments, and Modifications

- A. Because federal, state, and local laws, as well as the business environment, periodically change, Green Organics International reserves the right to amend the Agreement and the prices in its Green Organics International Product Price List in its sole and absolute discretion. Notification of amendments shall appear in Official Green Organics International Materials.
- B. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:
 - I. posting on the official Green Organics International Web site;
 - II. electronic mail (e-mail); or
 - III. In writing through the Green Organics International newsletters or other Green Organics International communication channels.

1.5 Delays

Green Organics International shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, riot, war, fire, and weather, curtailment of a source of supply, or government decrees or orders.

1.6 Effective Date

These Policies and Procedures shall become effective as of September 1st 2011 and, at such time, shall automatically supersede any prior Policies and Procedures (the “old Policies and Procedures”), and, on that date, the old Policies and Procedures shall cease to have any force or effect.

2.0 BASIC PRINCIPLES

2.1 Becoming A Green Organics International Marketing Executive

- A. To become a Marketing Executive, an applicant must comply with the following requirements:

- I. Be of the age of majority (not a minor) in his or her state of residence;
- II. Reside or have a valid address in the United States, a U.S. territory, or Canada;
- III. Have a valid Social Security Number, Federal Tax ID Number, or Taxpayer Identification Number (TIN);
- IV. Submit a properly completed and signed Marketing Executive Agreement to Green Organics International;
- V. Not be a Green Organics International employee, the Spouse of a Green Organics International employee or related to an employee of Green Organics International and living in the same household as such Green Organics International employee.

2.2 New Marketing Executive Registration

- A. A potential new Marketing Executive may self-enroll on the sponsor's web site. In such event, instead of a physically signed Marketing Executive agreement, Green Organics International will accept the web enrollment and Marketing Executive agreement by accepting the "electronic signature" stating the new Marketing Executive has accepted the terms and conditions of such Marketing Executive agreement. Please note that such electronic signature constitutes a legally binding agreement between the Marketing Executive and Green Organics International.
- B. Green Organics International reserves the right to require signed paperwork for any account, regardless of origin.
- C. If requested the signed Marketing Executive Agreement must be received by Green Organics International within 14 days of enrollment.
- D. Signed documents, including but not limited to Marketing Executive agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the Marketing Executive's Business.

2.3 Rights Granted

- A. Green Organics International hereby grants to the Marketing Executive a non-exclusive right, based upon the terms and conditions contained in the Marketing Executive agreement and these Policies and Procedures, to:
 - I. Purchase Green Organics International products and services;

- II. Promote and sell Green Organics International products and services; and
- III. Sponsor new Marketing Executives and customers in the United States and in countries where Green Organics International may become established after the effective date of these Policies and Procedures.

2.4 Identification Numbers

- A. Each Marketing Executive is required to provide his or her Social Security Number, or Federal Tax Identification Number, if located in the United States or any of its territories, to Green Organics International on the Marketing Executive agreement. Green Organics International reserves the right to withhold commission payments from any Marketing Executive who fails to provide such information or who provides false information.
- B. Upon enrollment, Green Organics International will provide a Green Organics International Identification Number to the Marketing Executive. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.5 Renewals and Expiration of the Marketing Executive Agreement

- A. If the Marketing Executive allows his or her Marketing Executive agreement to expire due to nonpayment, the Marketing Executive will lose any and all rights to his or her downline organization unless the Marketing Executive re-activates within 90 days following the expiration of the agreement.
- B. If the former Marketing Executive re-activates within the 90-day time limit, the Marketing Executive will resume the rank and position held immediately prior to the expiration of the Marketing Executive agreement. However, such Marketing Executive's paid as level will not be restored unless he or she qualifies at that payout level in the new month. The Marketing Executive is not eligible to receive commissions for the time period that the Marketing Executive's Business was expired.
- C. Any Marketing Executive whose agreement has expired and lapsed the 90 day grace period is not eligible to re-apply for a Green Organics International business for 12 months following the expiration of the Marketing Executive agreement.
- D. Any Marketing Executive terminated by Green Organics International may not re-apply to do business for 12 months from their termination date.
- E. The downline of the expired Marketing Executive will roll up to the immediate, active upline sponsor.

2.6 Business Entities

- A. A corporation, partnership, LLC, or trust (collectively referred to as a “Business Entity”) may apply to be a Green Organics Marketing Executive. This Marketing Executive business and position will remain *temporary* until the proper documents are submitted. The entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate trust documents. Green Organics must receive these documents within 14 days from the date the Marketing Executive agreement was signed.
- B. A Green Organics International Marketing Executive may change its status under the same sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.

2.7 Independent Business Relationship; Indemnification for Actions

- A. The Green Organics International Marketing Executive is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each Marketing Executive’s success depends on his or her independent efforts.
- B. The agreement between Green Organics International and its Marketing Executives does not create an employer/employee relationship, agency, partnership, or joint venture between Green Organics International and the Marketing Executive.
- C. A Green Organics International Marketing Executive shall not be treated as an employee of Green Organics International for any purposes, including, without limitation, for Federal, state, or provincial tax purposes. All Marketing Executives are responsible for paying local, state, provincial, and Federal taxes due from all compensation earned as a Marketing Executive of Green Organics International. Any other compensation received by Marketing Executives from Green Organics International will be governed by applicable U.S. or Canadian tax laws (or the tax laws of any other applicable jurisdiction). The Marketing Executive has no express or implied authority to bind Green Organics International to any obligation or to make any commitments by or on behalf of Green Organics International. Each Marketing Executive shall establish his or her own goals, hours, and methods of operation and sale, so long as he or she complies with the terms of the Marketing Executive agreement, these Policies and Procedures and applicable State, Federal and Provincial laws.
- D. The Green Organics International Marketing Executive is fully responsible for all of his or her verbal and written communications made regarding Green Organics International products, services, and the compensation plan that are not expressly contained within official Green Organics International materials. Marketing Executives shall indemnify and hold harmless Green Organics International, its directors, officers, employees, and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by Green Organics International as a result of the Marketing Executive’s unauthorized representations or actions. This Provision shall survive the termination of the Green Organics International Marketing Executive agreement.

2.8 Insurance

- A. **Business Pursuits Coverage.** Green Organics International encourages Marketing Executives to arrange insurance coverage for their business. A homeowner’s insurance policy does not cover business related injuries, or the theft of, or damage to inventory or business equipment. Green Organics International Marketing Executives need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a “Business Pursuit” endorsement to an existing homeowner’s policy.

2.9 Training Materials

- B. **Use of Sales Aids.** To promote both the products and the opportunity Green Organics International offers, Marketing Executives must use the sales aids and support materials produced by Green Organics International. If Green Organics International Marketing Executives develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding Marketing Executives’ good intentions, they may unintentionally violate any number of statutes or regulations affecting a Green Organics International business. These violations, although they may be relatively few in number, could jeopardize the Green Organics International opportunity for all Marketing Executives. Accordingly, Marketing Executives must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company’s approval prior to use. Unless the Marketing Executive receives specific written approval to use the material, the request shall be deemed denied. All Marketing Executives shall safeguard and promote the good reputation of Green Organics International and its products. The marketing and promotion of Green Organics International, the Green Organics International opportunity, the Compensation Plan, and Green Organics International products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

2.10 Errors or Questions

- A. If a Marketing Executive has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the Marketing Executive must notify Green Organics International in writing within 30 days of the date of the error or incident in question. Any such errors, omissions or problems not reported within 30 days shall be deemed waived by the Marketing Executive.

3.0 Green Organics International’s Marketing Executive Responsibilities

3.1 Correct Addresses

- A. It is the responsibility of the Marketing Executive or customer to make sure Green Organics International has the correct shipping address before any orders are shipped.
- B. A Marketing Executive or Customer will need to allow up to 30 days for processing after the notice of address change has been received by Green Organics International.

- C. A Marketing Executive or customer may be assessed a \$20 fee for returned shipments due to an incorrect shipping address.

3.2 Training and Leadership

- A. Any Green Organics International Marketing Executive who sponsors another Marketing Executive into Green Organics International must perform an authentic assistance and training function to ensure his or her downline is properly operating his or her Green Organics International business. Sponsoring Marketing Executives should have ongoing contact and communication with the Marketing Executives in their downline organizations. Examples of communication may include but are not limited to: newsletters, written correspondence, telephone, contact, team calls, voice-mail, e-mail, personal meetings, accompaniment of downline Marketing Executives to Green Organics International meetings and training sessions and any other related functions.
- B. A Sponsoring Green Organics International Marketing Executive should monitor the Marketing Executives in his or her downline organizations to ensure that downline Marketing Executives do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, such Marketing Executive should be able to provide documented evidence to Green Organics International of his or her ongoing fulfillment of the responsibilities of a sponsor.
- C. Upline Marketing Executives are encouraged to motivate and train new Marketing Executives about Green Organics International's products and services, effective sales techniques, the Green Organics International compensation plan and compliance with company policies and procedures.
- D. Marketing product is a required activity in Green Organics International and must be emphasized in all recruiting presentations.
- F. We emphasize and encourage all Marketing Executives to sell Green Organics International's products and services to customers.

3.3 Constructive Criticism; Ethics

- A. Green Organics International desires to provide its independent Marketing Executives with the best products and services, Compensation Plan, in the industry. Accordingly, Green Organics International values constructive criticism and encourages the submission of written comments addressed to Green Organics International compliance dept.
- B. Negative and disparaging comments about Green Organics International, its products or Compensation Plan, by Marketing Executives made to Green Organics International, in the Field or at Green Organics International meetings or events, or disruptive behavior at Green Organics International meetings or events, serve no purpose other than to dampen the enthusiasm of other Green Organics International Marketing Executives. Green Organics

International Marketing Executives must not belittle Green Organics International, other Green Organics International Marketing Executives, Green Organics International products or services, the Compensation Plan, or Green Organics International directors, officers, or employees. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by Green Organics International.

C. Green Organics International endorses the following code of ethics:

- I. A Green Organics International Marketing Executive must show fairness, tolerance, and respect to all people associated with Green Organics International, regardless of race, gender, social class or religion, thereby fostering a “positive atmosphere” of teamwork, good morale and community spirit.
- II. A Marketing Executive shall strive to resolve business issues, including situations with upline and downline Marketing Executives, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.
- III. Green Organics International Marketing Executives must be honest, responsible, and professional and conduct themselves with integrity.
- IV. Green Organics International Marketing Executives shall not make disparaging statements about Green Organics International, other Marketing Executives, Green Organics International employees, products, services, sales and marketing campaigns, or the Compensation Plan, or make statements that unreasonably offend, mislead or coerce others.

- D. Green Organics International may take appropriate action against a Marketing Executive if it determines, in its sole discretion, that a Marketing Executive’s conduct is detrimental, disruptive, or injurious to Green Organics International or to other Marketing Executives.

3.4 Reporting Policy Violation

- A. A Marketing Executive who observes a policy violation by another Marketing Executive should submit a written and signed letter (e-mail will not be accepted) of the violation directly to the Green Organics International Corporate office. The letter shall set forth the details of the incident as follows:
- I. The nature of the violation;
 - II. Specific facts to support the allegations;
 - III. Dates;
 - IV. Number of occurrences;

- V. Persons involved; and
 - VI. Supporting documentation
- B. Once the matter has been presented to Green Organics International, it will be researched thoroughly by the Compliance department and appropriate action will be taken if required.
 - C. This section refers to the general reporting of policy violations as observed by other Marketing Executives for the mutual effort to support, protect, and defend the integrity of the Green Organics International business and opportunity. If a Marketing Executive has a grievance or complaint against another Marketing Executive which directly relates to his or her Green Organics International business, the procedures set forth in Section 15.1 must be followed.

3.5 Sponsorship

- A. The sponsor is the person who introduces a Marketing Executive or customer to Green Organics International, helps them complete their enrollment, and supports and trains those in their downline.
- B. Green Organics International recognizes the sponsor as the name(s) shown on the first:
 - I. Physically signed Green Organics International Marketing Executive agreement on file;
or
 - II. Electronically signed Marketing Executive agreement from a web site or A Green Organics International Marketing Executives web site.
- C. A Marketing Executive agreement that contains notations such as “by phone” or the signatures of other individuals (i.e. Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by Green Organics International.
- D. Green Organics International recognizes that each new prospect has the right to ultimately choose his or her own sponsor, but Green Organics International will not allow Marketing Executives to engage in unethical sponsoring activities.
- E. All active Marketing Executives in good standing have the right to Sponsor and enroll others into Green Organics International. While engaged in sponsoring activities, it is not uncommon to encounter situations when more than one Marketing Executive will approach the same prospect. It is the accepted courtesy that the new prospect will be sponsored by the first Marketing Executive who presented a comprehensive introduction to Green Organics International products or business opportunity.
- F. A *Protected Prospect* is a guest of any Green Organics International Marketing Executive or Customer who attended a Green Organics International event or conference call. For 60 days following the event, a Protected Prospect cannot be solicited or sponsored by any other Green

Organics International Marketing Executive who attended the same event. A Green Organics International event can be defined as the following:

- I. Any Green Organics International training session;
- II. Conference call;
- III. Fly-in meeting; or
- IV. Presentation, including but not limited to a Green Organics International at home presentation, whether sponsored by Green Organics International, a Marketing Executive, a Customer, or an agent or agency designated by Green Organics International.

3.6 Cross Sponsoring Prohibition

- A. “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual, or business entity that already has a signed Marketing Executive Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by Green Organics International, sanctions up to and including termination of a Marketing Business may be imposed.
- B. The use of a spouse’s or relative’s name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this policy is not permitted.
- C. This policy does not prohibit the transfer of a Green Organics International business in accordance with Green Organics International Sale or Transfer policy set forth in these Policies.

3.7 Adherence to the Green Organics International Compensation Plan

- A. A Marketing Executive must adhere to the terms of the Green Organics International Compensation Plan as set forth in these Policies and Procedures as well as in official Green Organics International literature. Deviation from the Compensation Plan is prohibited.
- B. A Marketing Executive shall not offer the Green Organics International opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official Green Organics International literature.
- C. A Marketing Executive shall not require or encourage a current or prospective Customer or Marketing Executive to participate in Green Organics International in any manner that varies from the Compensation Plan as set forth in official Green Organics International literature.

- D. A Marketing Executive shall not require or encourage a current or prospective Customer or Marketing Executive to make a purchase from or payment to any individual or other entity as a condition to participating in the Green Organics International Compensation Plan, other than such purchases or payments required to naturally build their business.

3.8 Adherence to Laws and Ordinances

- A. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Marketing Executives because of the nature of the business. However, Marketing Executives must check their local laws and obey the laws that do apply to them.
- B. A Green Organics International Marketing Executive shall comply with all Federal, state, and local laws and regulations in the conduct of his or her Green Organics International business.

3.9 Compliance with Applicable Income Tax Laws

- A. Green Organics International will automatically provide a complete 1099 Miscellaneous Income Tax form (nonemployee compensation) to each US Marketing Executive whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of Green Organics International products for resale or who received trips, prizes or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Marketing Executive, and a minimum charge of \$20 may be assessed by Green Organics International. Canadian T-4's will be sent to Marketing Executives who earn more than \$500 or who received trips, prizes, or awards valued at \$500 or more. Green Organics International Marketing Executives are responsible for the payment of taxes on these trips, prizes, or awards provided to them by Green Organics International.
- B. A Marketing Executive accepts sole responsibility for and agrees to pay all Federal, state, provincial and local taxes on any income generated as an independent Marketing Executive, and further agrees to indemnify Green Organics International from any failure to pay such tax amounts when due.
- C. If a Marketing Executive's business is tax exempt, the Federal Tax Identification number must be provided to Green Organics International in writing.
 - A. Green Organics International encourages all Marketing Executives to consult with a tax advisor for additional information for their business.

3.10 One Green Organics International Business Per Marketing Executive

- A. A Marketing Executive may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Green Organics International business. No individual may have, operate or receive compensation from more than one Green Organics International business. Individuals of the same family unit may each

enter into or have an interest in their own separate Green Organics International businesses, only if each subsequent family position is placed frontline to the first family member enrolled. A “family unit” is defined as spouses and dependent children living at or doing business at the same address.

3.11 Solicitation for Other Companies or Products

- A. A Green Organics International Marketing Executive may participate in other direct sales, multilevel, network marketing or relationship marketing business ventures or marketing opportunities. However, during the term of this Agreement and for one year thereafter, a Green Organics International Marketing Executive may not recruit any Green Organics International Marketing Executive or customer for any other direct sales or network marketing business, unless that Marketing Executive or customer was personally sponsored by such Marketing Executive.
- B. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Marketing Executive or customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Marketing Executive’s actions are in response to an inquiry made by another Marketing Executive or customer.
- C. During the term of this Agreement and for a period of six months thereafter, any Green Organics International Marketing Executive must not sell, or entice others to sell, any competing products or services, including training materials, to Green Organics International customers or Marketing Executives. Any product or service in the same category as a Green Organics International product or service is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality. This provision does not apply where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor’s offices, clinics, health clubs, spas and beauty salons).
- D. However, a Marketing Executive may sell non-competing products or services to Green Organics International customers and Marketing Executives that they personally sponsored.
- E. A Marketing Executive may not display or bundle Green Organics International products or services, in sales literature, on a web site or in sales meetings, with any other products or services to avoid confusing or misleading a prospective customer or Marketing Executive into believing there is a relationship between the Green Organics International and non-Green Organics International products and services.
- F. A Green Organics International Marketing Executive may not offer any non-Green Organics International opportunity, products or services at any Green Organics International related meeting, seminar or convention, or immediately following a Green Organics International event.

- G. As a condition of participating in the Green Organics International opportunity and in consideration of receipt of commissions and other bonuses from Green Organics International, a former Marketing Executive may not recruit any Green Organics International Marketing Executive or customer for another direct selling, multilevel, network marketing, or relationship marketing company for a *period of six months* following the termination, expiration, or cancellation of the Marketing Executive agreement.
- H. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between Green Organics International and its Marketing Executives and would inflict irreparable harm on Green Organics International. In such event, Green Organics International may, at its sole discretion, impose any sanction it deems necessary and appropriate against such Marketing Executive or such Marketing Business including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.12 Presentation of the Green Organics International Opportunity

- A. In presenting the Green Organics International opportunity to potential customers and Marketing Executives, a Marketing Executive is required to comply with the following provisions:
 - I. A Marketing Executive shall not misquote or omit any significant material fact about the Compensation Plan.
 - II. A Marketing Executive shall make it clear that the Compensation Plan is based upon sales of Green Organics International products and services and upon the sponsoring of other Marketing Executives.
 - III. A Marketing Executive shall make it clear that success can be achieved only through substantial independent efforts.
 - IV. A Green Organics International Marketing Executive shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the Green Organics International opportunity or Compensation Plan to prospective Marketing Executives or Customers.
 - V. A Marketing Executive may not make any claims regarding products or services of any products offered by Green Organics International, except those contained in official Green Organics International literature.
 - VI. A Marketing Executive may not use official Green Organics International material to promote the Green Organics International business opportunity in any country where Green Organics International has not established a “presence.”

- VII. In an effort to conduct best business practices, Green Organics International has developed the Income Disclosure Statement (“IDS”). The Green Organics International IDS is designed to convey truthful, timely, and comprehensive information regarding the income that Green Organics International Marketing Executives earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Marketing Executives.

A copy of the IDS must be presented to a prospective Marketing Executive anytime the Compensation Plan is presented or discussed, or any type of income claim or earnings representation is made.

The terms “income claim” and/or “earnings representation” (collectively “income claim”) include: (1) statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of “statements of non-average earnings” include, “Our number one Marketing Executive earned over a million dollars last year” or “Our average ranking Marketing Executive makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher ranking Marketing Executives is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

3.13 Sales Requirements are governed by the Compensation Plan

- A. Green Organics International Marketing Executives may purchase Green Organics International products and then re-sell them at any price they choose. Green Organics International will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a Green Organics International business.
- B. The Green Organics International program is built on sales to the ultimate consumer. Green Organics International encourages its Marketing Executives to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Marketing Executives must never attempt to influence any other Marketing Executive to buy more products than they can reasonably use or sell to retail customers in a month.
- C. Each Green Organics International Marketing Executive commits to personally use, sell, or use in business building at least 70% of every order placed with the Company prior to placing another order, and must be able to certify to such if demanded by the Company or by any regulatory agency. ***Purchasing product solely for the purpose of collecting bonuses or achieving rank is prohibited.*** Green Organics International retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

4.0 ORDERING

4.1 General Order Policies

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

A Marketing Executive shall not use another Marketing Executive’s or customer’s credit card or debit checking account to enroll in Green Organics International or purchase products or services without the account holder’s *written permission*. Such documentation must be kept by the Marketing Executive indefinitely in case Green Organics International needs to reference this.

- B. Regarding an order with an invalid or incorrect payment, Green Organics International will attempt to contact the Marketing Executive by phone, mail or email in order to obtain another form of payment. If these attempts are unsuccessful after 10 business days, the order will be canceled.
- C. If a Marketing Executive wants to move an order to another Marketing Executive’s position, he or she must have prior authorization, of all parties involved. Green Organics International will charge the Marketing Executive a \$20 fee for processing.
- D. Prices are subject to change without notice.
- E. A Marketing Executive or Customer who is a recipient of a damaged or incorrect order must notify Green Organics International within 30 calendar days from receipt of the order and follow the procedures as set forth in these Policies.

4.2 Insufficient Funds

- A. All checks returned for insufficient funds will be re-submitted for payment. A \$35 fee will be charged to the account of the Marketing Executive or Customer for all returned checks and insufficient funds.
- B. Any outstanding balance owed to Green Organics International by a Marketing Executive or customer of the Marketing Executive from NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by Green Organics International from a Marketing Executive’s future bonus and commission checks.

- C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Marketing Executive, constitute grounds for disciplinary sanctions.

4.3 Sales Tax Obligation

- A. The Marketing Executive shall comply with all state and local taxes and regulations governing the sale of Green Organics International products and services.
- B. Green Organics International will collect and remit sales tax on Marketing Executive orders unless a Marketing Executive furnishes Green Organics International with the appropriate Resale Tax Certificate form. When orders are placed with Green Organics International, sales tax is prepaid based upon the purchase price. Green Organics International will remit the sales tax to the appropriate state and local jurisdictions. The Marketing Executive may recover the sales tax when he or she makes a sale. Green Organics International Marketing Executives are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- C. Green Organics International encourages each Marketing Executive to consult with a tax advisor for additional information for his or her business.
- D. If a credit card order or automatic debit is declined the first time, the customer or Marketing Executive will be contacted for an alternate form of payment. If payment is declined a second time, the customer or Marketing Executive may be deemed ineligible to purchase Green Organics International products or services or participate in the monthly auto ship.

5.0 PAYMENT OF COMMISSIONS & BONUSES

5.1 Bonus and Commission Qualifications

- A. A Marketing Executive must be active and in compliance with Green Organics International Policies and Procedures to qualify for bonuses and commissions. So long as a Marketing Executive complies with the terms of the agreement, Green Organics International shall pay commissions to such Marketing Executive in accordance with the Compensation Plan.
- B. Green Organics International will not issue a check to a Marketing Executive without the receipt of a completed and signed Green Organics International Marketing Executive Agreement or electronic authorization.
- C. Green Organics International reserves the right to postpone commission payments until such time the cumulative amount exceeds \$25.

5.2 Computation of Commissions and Discrepancies

- A. In order to qualify to receive commissions and bonuses, a Marketing Executive must be in good standing and comply with the terms of the Agreement and these Policies and Procedures. Commissions, overrides, and achievement levels are calculated each month.
- B. A Green Organics International Marketing Executive must review his or her monthly statement and bonus reports promptly and report any discrepancies within 30 days of receipt. After the 30 day “grace period” no additional requests will be considered for commission’s recalculation.
- C. For additional information on payment of commissions, please review the Compensation Plan.

5.3 Adjustments to Bonuses and Commissions for Returned Products

- A. A Marketing Executive receives bonuses and commissions based on the actual sales of products and services to end consumers and to Marketing Executives through product purchases. When a product or service is returned to Green Organics International for a refund from the end consumer or by a Marketing Executive, the bonuses and commissions attributable to the returned product or service will be deducted from the Marketing Executive who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the commission is recovered.
- B. In the event that a Marketing Executive terminates his or her Business, and the amounts of the bonuses or commissions attributable to the returned products have not yet been fully recovered by Green Organics International, the remainder of the outstanding balance may be offset against any other amounts that may be owed by Green Organics International to the terminated Marketing Executive.

6.0 SATISFACTION GUARANTEED AND RETURN OF SALES AIDS

Green Organics International offers a one hundred percent (100%) thirty-day money back guarantee for all customers and Marketing Executives. If a customer purchased a product and is not satisfied with the service, the customer may request a refund from their Marketing Executive.

Upon cancellation of the Agreement, the Marketing Executive may return all sales aids purchased within one (1) year from the date of cancellation for a refund if he or she is unable to sell or use the merchandise. A Marketing Executive may only return sales aids he or she personally purchased from the Company under his or her Marketing Executive Identification Number, and which are in Resalable condition. Upon receipt of the products and sales aids, the Marketing Executive will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the Marketing Executive any commissions, bonuses, rebates or other incentives received by the Marketing Executive which were associated with the merchandise that is returned.

6.1 Return Process

- A. All returns, whether by a Customer, or Marketing Executive, must be made as follows:
 - I. Obtain RMA (Return Merchandise Authorization) from Green Organics International
 - II. Ship items to the address provided by Green Organics International Customer service when you are given your RMA.
 - III. Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA and include the reason for the return.
 - IV. Ship back product in manufactures box exactly as it was delivered.
- B. All returns must be shipped to Green Organics International pre-paid, as Green Organics International does not accept shipping collect packages. Green Organics International recommends shipping returned product by UPS or FedEx with tracking, as risk of loss in shipping the returned product shall be borne solely by the Customer, or Marketing Executive. If returned product is not received at Green Organics International Distribution Center, it is the responsibility of the Customer, or Marketing Executive to trace the shipment and no credit will be applied.
- C. The return of \$300 or more of products accompanied by a request for a refund within a calendar year, by a Marketing Executive, may constitute grounds for involuntary termination.

7.0 PRIVACY POLICY

7.1 Introduction

This Privacy Policy is to ensure that all Customers and Marketing Executives understand and adhere to the basic principles of confidentiality.

7.2 Expectation of Privacy

- A. Green Organics International recognizes and respects the importance its Customers and Marketing Executives place on the privacy of their financial and personal information. Green Organics International will make reasonable efforts to safeguard the privacy of, and maintain the confidentiality of its Customers', and Marketing Executives' financial and account information and nonpublic personal information.
- B. By entering into the Marketing Executive agreement, a Marketing Executive authorizes Green Organics International to disclose his or her name and contact information to uplines Marketing Executives solely for activities related to the furtherance of the Green Organics International business. A Marketing Executive hereby agrees to maintain the confidentiality and security of

such information and to use it solely for the purpose of supporting and servicing his or her downline organization and conducting the Green Organics International business.

7.3 Employee Access to Information

Green Organics International limits the number of employees who have access to Customer's and Marketing Executives' nonpublic personal information.

7.4 Restrictions on the Disclosure of Account Information

- A. Green Organics International will not share non-public personal information or financial information about current or former Customers or Marketing Executives with third parties, except as permitted or required by laws and regulations, court orders, or to serve the Customers', or Marketing Executives' interests or to enforce its rights or obligations under these Policies and Procedures, or Marketing Executive's Agreement or with written permission from the account holder on file.

8.0 PROPRIETARY INFORMATION AND TRADE SECRETS

8.1 Business Reports, Lists, and Proprietary Information

- A. By completing and signing the Green Organics International Marketing Executive Agreement, the Marketing Executive acknowledges that Business Reports, lists of Customer and Marketing Executive names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by Green Organics International pertaining to the business of Green Organics International (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to Green Organics International.

8.2 Obligation of Confidentiality

- A. During the term of the Green Organics International Marketing Executive Agreement and for a period of 5 years after the termination or expiration of the Marketing Executive Agreement between the Marketing Executive and Green Organics International, the Marketing Executive shall not:
 - I. Use the information in the Reports to compete with Green Organics International or for any purpose other than promoting his or her Green Organics International business;
 - II. Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.

8.3 Breach and Remedies

- A. The Marketing Executive acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to Green Organics International and to independent Green Organics International businesses. Green Organics International and its Marketing Executives will be entitled to injunctive relief or to recover damages against any Marketing Executive who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees and expenses.

8.4 Return of Materials

- A. Upon demand by Green Organics International, any current or former Marketing Executive will return the original and all copies of all "Reports" to Green Organics International together with any Green Organics International confidential information in such person's possession.

9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

9.1 Labeling, Packaging, and Displaying Products

- A. A Green Organics International Marketing Executive may not re-label, re-package, refill, or alter labels of any Green Organics International product, or service, information, materials or programs in any way. Green Organics International products and services must only be sold in their original containers from Green Organics International. Such re-labeling or re-packaging violates Federal and state laws, which may result in criminal or civil penalties or liability.
- B. A Green Organics International Marketing Executive shall not cause any Green Organics International product or service or any Green Organics International trade name to be sold or displayed in retail establishments except the following:
 - I. Where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor's offices, clinics, health clubs, spas and beauty salons).
 - II. Where the retail establishment is owned or managed by the Marketing Executive and the store does not exceed \$1 million in annual gross revenue, and there are 5 or fewer stores under common ownership of management.
- C. Green Organics International will permit Marketing Executives to solicit and make Commercial Sales upon *prior written approval* from Green Organics International. For the purpose of these Policies and Procedures, the term "Commercial Sale" means the sale of:
 - I. Green Organics International products that equal or exceed \$5,000 in a single order.
 - II. Products sold to a third party who intends to re-sell the products to an end consumer.

- D. A Marketing Executive may sell Green Organics International products and services and display the Green Organics International trade name at any appropriate display booth (such as trade shows) upon *prior written approval* from Green Organics International.
- B. Green Organics International reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the Green Organics International opportunity.

9.2 Use of Company Names and Protected Materials

- A. A Green Organics International Marketing Executive must safeguard and promote the good reputation of Green Organics International and the products and services it markets. The marketing and promotion of Green Organics International, the Green Organics International opportunity, the Compensation Plan, and Green Organics International products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.
- B. All promotional materials supplied or created by Green Organics International must be used in their original form and cannot be changed, amended or altered except with prior written approval from the Green Organics International Compliance Department.
- C. The name of Green Organics International, each of its product names and other names that have been adopted by Green Organics International in connection with its business are proprietary trade names, trademarks and service marks of Green Organics International. As such, these marks are of great value to Green Organics International and are supplied to Marketing Executives for their use only in an expressly authorized manner.
- D. A Green Marketing Executive's use of the name "Green Organics International" is restricted to protect Green Organics International proprietary rights, ensuring that the Green Organics International protected names will not be lost or compromised by unauthorized use. Use of the Green Organics International name on any item not produced by Green Organics International is prohibited except as follows:
 - I. [Marketing Executive's name] Independent Green Organics International Marketing Executive
 - II. [Marketing Executive's name] Independent Marketing Executive of Green Organics International products and services.
- E. Further procedures relating to the use of the Green Organics International name are as follows:
 - I. All stationery (i.e. letterhead, envelopes, and business cards) bearing the Green Organics International name or logo intended for use by the Marketing Executive must be approved in writing by the Green Organics International Compliance Department.

- II. Green Organics International Marketing Executives may list “Independent Green Organics International Marketing Executive or Marketing Executive” in the white pages of the telephone directory under his or her own name.
- III. Green Organics International Marketing Executives may not use the name Green Organics International or Green Organics International in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, “Independent Green Organics International Marketing Executive,”
- F. Certain photos and graphic images used by Green Organics International in its advertising, packaging, and Web sites are the result of paid contracts with outside vendors that do not extend to Marketing Executives. If a Marketing Executive wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.
- G. A Green Organics International Marketing Executive shall not appear on or make use of television or radio, or make use of any other media to promote or discuss Green Organics International or its programs, products or services without prior written permission from the Green Organics International Compliance Department.
- H. A Marketing Executive may not produce for sale or distribution any Company event or speech, nor may a Marketing Executive reproduce Green Organics International audio or video clips for sale or for personal use without prior written permission from the Green Organics International Compliance Department.
- I. Green Organics International reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Marketing Executive.
- J. A Marketing Executive shall not promote non-Green Organics International products or services in conjunction with Green Organics International products or services on the same Web sites or same advertisement without prior approval from Green Organics International Compliance.

9.3 Faxes and E-mail - Limitations

- A. Except as provided in this section, a Marketing Executive may not use or transmit unsolicited faxes, e-mail, mass e-mail distribution, or “spamming” that advertises or promotes the operation of his or her Green Organics International business. The exceptions are:
 - I. Faxes or e-mailing any person who has given prior permission or invitation.

- II. Faxing or e-mailing any person with whom the Marketing Executive has established a prior business or personal relationship.
- B. In all states where prohibited by law, a Marketing Executive may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.
- C. All faxes, e-mail or computer broadcasted documents subject to this provision shall include each of the following:
- I. A clear and obvious identification that the fax or e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message.
 - II. A clear return path or routing information.
 - III. The use of legal and proper domain name.
 - IV. A clear and obvious notice of the opportunity to decline to receive further commercial facsimile or e-mail messages from the sender.
 - V. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message.
 - VI. The true and correct name of the sender, valid senders fax or e-mail address, and a valid sender physical address.
 - VII. The date and time of the transmission.
 - VIII. Upon notification by recipient of his or her request not to receive further faxed or e-mailed documents, a Green Organics International Marketing Executive shall not transmit any further documents to that recipient.
- D. All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:
- I. Use of any third party domain name without permission.
 - II. Sexually explicit materials.

9.4 Internet and Third-Party Web site Restrictions

- A. A Marketing Executive may not use third-party sites that contain materials copied from corporate sources (such as Green Organics International brochures, CDs, videos, tapes, events, presentations, and corporate Web sites) nor create his or her own Green Organics International material. This policy ensures brand consistency, allows customers and Marketing Executives to stay up-to-date with changing products and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.
- B. A Green Organics International Marketing Executive who currently qualifies at the rank of **Diamond** may apply to the Compliance Department for an exception to the third-party Web site policy. To qualify for an exception, the Web site must serve a unique market that the Green Organics International corporate site does not currently serve or intend to serve.
- C. A Green Organics International Marketing Executive may not sell Green Organics International products or offer the Business opportunity using “on-line auctions,” such as eBay®.
- D. A Marketing Executive may not use or attempt to register any of Green Organics International's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party Web sites, email addresses, Web pages, or blogs.

9.5 Advertising and Promotional Materials

- A. You may not advertise any Green Organics International products at a price LESS than the highest company published, established retail price of ONE offering of the Green Organics International product plus shipping and applicable taxes. No special enticement advertising is allowed. This includes but is not limited to offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.
- B. Advertising and all forms of communications must adhere to principles of honesty and propriety.
- C. All advertising, including but not limited to print, internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the Green Organics International Compliance Department.
- D. All requests for approvals with respect to advertising must be directed in writing to the Green Organics International Compliance Department.
- E. Green Organics International approval is not required to place blind ads that do not mention Green Organics International, its employees, any of its products, services designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.
- F. A Marketing Executive who is currently paid at the **Diamond** rank may create his or her own ads or promotional materials including the development of commercials, infomercials and third

party Web sites. However, all such materials, and any subsequent changes thereto shall be submitted to the Green Organics International Compliance Department for approval.

- I. **Diamonds** are encouraged to work with the Compliance Department prior to the production of commercials, infomercials, or Web sites.
- G. Green Organics International reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations, and may require the removal of such advertisements from the market place without obligation to the affected Marketing Executive.

9.6 Testimonial Permission

- A. By signing the Green Organics International Marketing Executive Agreement, a Marketing Executive gives Green Organics International permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the Green Organics International Business Opportunity, a Marketing Executive waives any right to be compensated for the use of his or her testimonial or image and likeness even though Green Organics International may be paid for items or sales materials containing such image and likeness. In some cases, a Marketing Executive's testimonial may appear in another Marketing Executive's advertising materials. If a Marketing Executive does not wish to participate in Green Organics International sales and marketing materials, he or she should provide a written notice to the Green Organics International Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

9.7 Telemarketing - Limitations

- A. A Green Organics International Marketing Executive must not engage in telemarketing in relation to the operation of the Marketing Executive's Green Organics International business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of Green Organics International products or services, or to recruit them for the Green Organics International opportunity.
- B. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") 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.
- C. While a Marketing Executive may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Marketing Executive to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).

D. “Cold calls” or “state-to-state calls” made to prospective Customers, or Marketing Executives that promote either Green Organics International products, services or the Green Organics International opportunity is considered telemarketing and is prohibited.

E. Exceptions to Telemarketing Regulations

A Green Organics International Marketing Executive may place telephone calls to prospective Customers, or Marketing Executives under the following limited situations:

- I. If the Marketing Executive has an established business relationship with the prospect.
- II. In response to the prospect’s personal inquiry or application regarding a product or service offered by the Green Organics International Marketing Executive, within 3 months immediately before the date of such a call.
- III. If the Marketing Executive receives written and signed permission from the prospect authorizing the Marketing Executive to call. The authorization must specify the telephone number(s) that the Marketing Executive is authorized to call.
- IV. If the call is to family members, personal friends, and acquaintances. However, if a Marketing Executive makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption.
- V. Green Organics International Marketing Executives engaged in calling “acquaintances,” must make such calls on an occasional basis only and not as a routine practice.

F. A Marketing Executive shall not use automatic telephone dialing systems in the operation of his or her Green Organics International businesses.

G. Failure to abide by Green Organics International policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Marketing Business, up to and including termination of the Position.

H. By signing the Marketing Executive agreement or by accepting commission checks, other payments or awards from Green Organics International, a Marketing Executive gives permission to Green Organics International and other Marketing Executives to contact them as permitted under the Federal Do Not Call regulations.

I. In the event a Marketing Executive violates this section, Green Organics International reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.0 INTERNATIONAL MARKETING

10.1 International Marketing Policy

A. A Green Organics International Marketing Executive is authorized to sell Green Organics International products, to customers, Marketing Executives only in the countries in which

Green Organics International is authorized to conduct business, according to the Policies and Procedures of each country. Green Organics International Marketing Executives may not sell products or services in any country where Green Organics International products and services have not received applicable government authorization or approval.

- B. A Marketing Executive may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or Marketing Executives, nor conduct any other activity for the purpose of selling Green Organics International products and services, establishing a sales organization, or promoting the Green Organics International business opportunity.

11.0 CHANGES TO A MARKETING EXECUTIVE BUSINESS

11.1 Modification of the Marketing Executive agreement

- A. A Green Organics International Marketing Executive may modify his or her existing Marketing Executive agreement (i.e., change a social security number to a Federal ID number, add a Spouse or partner to the account, or change the form of ownership from an individual to a business owned by the Marketing Executive) by submitting a written request, accompanied by a new Marketing Executive agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first agreement), and any appropriate supporting documentation.

11.2 Change Sponsor or Placement for Active Marketing Executives

- A. Maintaining the integrity of the organizational structure is mandatory for the success of Green Organics International and our independent Marketing Executives. As such, a request to change placement may only be made within the first 30 days of initial enrollment as a Marketing Executive. Furthermore, such changes may only occur within the same organization.
- B. Sponsors may make “Placement changes” from one Marketing Executive to another for personally sponsored (frontline) Marketing Executives during the first 30 days of enrollment.
- C. New Marketing Executives or their original Sponsor may request a change of Sponsor or Placement within the first 30 days of enrollment for the purpose of structuring an organization. The new Marketing Executive agreement must be received within the calendar month for commission calculations to be effective with the requested change.
- D. To change or correct the Sponsor, a Marketing Executive must comply with following procedures:
 - I. Submit a Sponsor Placement Transfer Form;
 - II. Submit a Green Organics International Marketing Executive agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation;

- III. The Marketing Executive agreement must be a new, completed document bearing “fresh” signatures, not a “crossed-out” or “white-out” version of the first agreement.
- E. Upon approval, the Marketing Executive’s downline, if any, will transfer with the Marketing Executive.
- F. If one transfer has already been made a \$20 fee will be assessed for the second and for each transfer thereafter.
- G. After the first 30 days from initial enrollment, Green Organics International will honor the Sponsor/Placement as shown:
 - I. On the most recently signed Marketing Executive agreement on file or
 - II. Self-enrolled on the Web site (i.e., electronically signed Web agreement).
- H. Green Organics International retains the right to approve or deny any requests to change Sponsor or Placement, and to correct any errors related thereto at any time and in whatever manner it deems necessary.

11.3 Change Sponsor or Placement for Inactive Marketing Executives

- A. At the discretion of Green Organics International, Marketing Executives who did not participate in an auto ship or have not ordered products or services for at least 12 months, and who have not tendered a letter of resignation, are eligible to re-enroll in Green Organics International under the Sponsor/Placement of their choice.
- B. Upon written notice to Green Organics International that a former Marketing Executive wishes to re-enroll, Green Organics International will “compress” (close) the original account. A new Green Organics International ID number will then be issued to the former Marketing Executive.
- C. Such Marketing Executive does not retain former rank, downline, or rights to commission checks from his or her former organizations.
- D. Green Organics International reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

11.4 Change Organizations

- A. If A Green Marketing Executive wishes to transfer organizations, he or she must submit a letter of resignation to the Green Organics International Customer Service Department and remain inactive (place no orders, or be on an auto ship) from Green Organics International for 6 months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.

- B. Green Organics International retains the right to approve or deny any request to re-enroll after a Marketing Executive's resignation.
- C. If re-enrollment is approved, the former Marketing Executive will be issued a new Green Organics International ID number and will be required to submit a new Marketing Executive agreement and to purchase a Green Organics International package of their choice. The Marketing Executive will not be entitled to keep any former rank, downline, or rights to commission checks from any prior organization.
- D. Transfers may not be done outside of the original organization.

11.5 Unethical Sponsoring

- A. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new Marketing Executive from another Marketing Executive or influencing another Marketing Executive to transfer to a different sponsor.
- B. Allegations of unethical sponsoring must be reported in writing to the Green Organics International Compliance Department within the first 90 days of enrollment. If the reports are substantiated, Green Organics International may transfer the Marketing Executive or the Marketing Executive's downline to another sponsor, Placement or organization without approval from the current Upline Sponsor or Placement Marketing Executives. Green Organics International remains the final authority in such cases.
- C. Green Organics International prohibits the act of "Stacking." Stacking is the unauthorized manipulation of the Green Organics International compensation system and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Marketing Executive in an unearned manner. One example of stacking occurs when a sponsor places participants under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is a punishable offense with measures up to and including the termination of the independent consultant positions of all individuals found to be directly involved.
- D. Should Marketing Executives engage in solicitation and/or enticement of members of another direct sales company to sell or distribute Green Organics International products, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Marketing Executive alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, Green Organics International will not pay any of Marketing Executive's defense costs or legal fees, nor will Green Organics International indemnify the Marketing Executive for any judgment, award, or settlement.

11.6 Sell, Assign or Delegate Ownership

- A. In order to preserve the integrity of the hierarchical structure, it is necessary for Green Organics International to place restrictions on the transfer, assignment, or sale of a Position.
- B. A Green Organics International Marketing Executive may not sell or assign his or her rights or delegate his or her position as a Marketing Executive without *prior written approval* by Green Organics International, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of Green Organics International.
- C. Should the sale be approved by Green Organics International, the Buyer assumes the position of the Seller at the current qualified title, but at the current “paid as” rank, at the time of the sale and acquires the Seller’s Downline.
- D. To request corporate authorization for a sale or transfer of a Green Organics International Position, the following items must be submitted to the Green Organics International Compliance Department:
 - I. A Sale/Transfer of The position form properly completed, with the requisite signatures.
 - II. A copy of the Sales Agreement signed and dated by both Buyer and Seller.
 - III. A Green Organics International Marketing Executive Agreement completed and signed by the Buyer.
 - IV. Payment of the \$100 administration fee.
 - V. Any additional supporting documentation requested by Green Organics International.
- E. Any debt obligations that either Seller or Buyer may have with Green Organics International must be satisfied prior to the approval of the sale or transfer by Green Organics International.
- F. A Green Organics International Marketing Executive who sells his or her Position is not eligible to re-enroll as a Green Organics International Marketing Executive in any organization for 6 full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

11.7 Separating a Green Organics International Business

- A. Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:
 - I. One of the parties may, with the written consent of the other(s), operate the Green Organics International business whereby the relinquishing Spouse, shareholders, partners, members or trustees authorize Green Organics International to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee.

- II. The parties may continue to operate the Green Organics International business jointly on a “business as usual” basis, whereupon all compensation paid by Green Organics International will be paid in the name designated by the Marketing Executives or in the name of the entity to be divided, as the parties may independently agree between them. If no name is stipulated, Green Organics International will pay compensation to the name on record and in such event, the Marketing Executive named on the account shall indemnify Green Organics International from any claims from the other business owner or the other Spouse with respect to such payment.

- B. Green Organics International recognizes only one Downline organization and will issue only one commission check per Green Organics International business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will Green Organics International split commission and bonus checks.

- C. If a relinquishing Spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original Green Organics International business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Marketing Executive or active Customer in the former organization, and must develop a new business in the same manner as any other new Green Organics International Marketing Executive. A Marketing Executive in the Relinquishing Party’s former Downline who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements in Section 13.5.

11.8 Succession

- A. Upon the death or incapacity of a Marketing Executive, the Marketing Executive’s business may be passed on to his or her legal successors in interest (successor). Whenever a Green Organics International business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Marketing Executive’s sales organization. The successor must:
 - I. Complete and sign a new Green Organics International Marketing Executive agreement;
 - II. Comply with the terms and provisions of the Marketing Executive agreement; and
 - III. Meet all of the qualifications for the last rank achieved by the former Marketing Executive.

- B. Bonus and commission checks of a Green Organics International business transferred based on this section will be paid in a single check to the successor. The successor must provide Green Organics International with an “address of record” to which all bonus and commission checks will be sent. Checks will be based on the current performance of the Position, not the highest rank or volume achieved.

- C. If the business is bequeathed to joint devisees (successor), they must form a business entity and acquire a Federal taxpayer identification number. Green Organics International will issue all

bonus and commission checks and one 1099 Miscellaneous Income Tax form to the business entity only.

- D. Appropriate legal documentation must be submitted to Green Organics International Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a Green Organics International business, the successor must provide the following to Green Organics International Compliance department:
 - I. A certified copy of the death certificate; and
 - II. A notarized copy of the will or other appropriate legal documentation establishing the successor's right to the Green Organics International business.
- E. To complete a transfer of the Green Organics International business because of incapacity, the successor must provide the following to Green Organics International Compliance department:
 - I. A notarized copy of an appointment as trustee;
 - II. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee's right to administer the Green Organics International business; and
 - III. A completed Marketing Executive agreement executed by the trustee.
- F. If the successor is already an existing Marketing Executive, Green Organics International will allow such Marketing Executive to keep his or her own Position plus the inherited Position active for up to 6 months. By the end of the 6 month period, the Marketing Executive must have compressed (if appropriate), sold or otherwise transferred either the existing Position or the inherited Position.
- G. If the successor wishes to terminate the Green Organics International Position, he or she must submit a notarized statement stating the desire to terminate the Position, along with a certified copy of the death certificate, appointment as trustee, or other appropriate legal documentation.
- H. Upon written request, Green Organics International may grant a 1 month bereavement waiver and pay out at the last "paid as" rank.

11.9 Resignation/Voluntary Termination

- A. A Marketing Executive may immediately terminate his or her Position by submitting a written notice or email to the Green Organics International Compliance Department compliance [at]<http://greenorganicsinternational.com>. The written notice must include the following:
 - I. The Marketing Executive's intent to resign;
 - II. Date of resignation;
 - III. Green Organics International Identification Number;
 - IV. Reason for resigning; and
 - V. Signature.

- B. A Green Organics International Marketing Executive may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Marketing Executive who has voluntarily resigned is not eligible to reapply for a Position or have any financial interest in a Green Organics International business for 6 months from the receipt of the written notice of resignation.

11.10 Involuntary Termination

- A. Green Organics International reserves the right to terminate a Marketing Business for, but not limited to, the following reasons;
 - I. Violation of any terms or conditions of the Marketing Executive agreement;
 - II. Violation of any provision in these Policies and Procedures;
 - III. Violation of any provision in the Compensation Plan;
 - IV. Violation of any applicable law, ordinance, or regulation regarding the Green Organics International business;
 - V. Engaging in unethical business practices or violating standards of fair dealing; or
 - VI. Returning over \$500 worth of products and sales tools for a refund within a 12 month period.
- B. Green Organics International will notify the Marketing Executive in writing *by certified mail, return receipt* requested or *overnight documented mail*, at his or her last known address of its intent to terminate the Marketing Business and the reasons for termination. The Marketing Executive will have 15 calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. Green Organics International will then have 30 calendar days from the date of receipt of the Marketing Executive's response to render a final decision as to termination.
- C. If a decision is made by Green Organics International to terminate the Marketing Business, Green Organics International will inform the Marketing Executive in writing that the Position is terminated effective as of the date of the written notification. The Marketing Executive will then have 15 calendar days from the date of mailing of such notice to appeal the termination in writing. Green Organics International must receive the Marketing Executive's written appeal within 20 calendar days of the date of the Green Organics International termination letter. If the written appeal is not received within this time period, the termination will be considered final.
- D. If the Marketing Executive does file a timely appeal of termination, Green Organics International will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and notify the Marketing Executive of its decision. The decision of Green Organics International is then considered final and not subject to further review.
- E. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by Green Organics International. The former Marketing Executive shall

thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any Green Organics International products or services. Green Organics International will notify the active Upline Sponsor within 10 days after termination. The organization of the terminated Marketing Executive will “roll up” to the active Upline Sponsor on record.

- F. The Green Organics International Marketing Executive who is involuntarily terminated by Green Organics International may not re-apply for a Position, either under his or her present name or any other name or entity, without the *express written consent of an officer of Green Organics International*, following a review by the *Green Organics International Compliance Committee*. In any event, such Marketing Executive may not re-apply for a Position for 12 months from the date of termination.

11.11 Effect of Cancellation

- A. Following a Marketing Executive’s cancellation for inactivity or voluntary or involuntary termination (collectively, a “cancellation”) such Marketing Executive:
 - I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Marketing Executive’s former organization or any other payments in association with the Marketing Executive’s former independent Business.
 - II. Effectively waives any and all claims to property rights or any interest in or to the Marketing Executive’s former Downline organization.
 - III. Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to Green Organics International.

12.0 DISCIPLINARY SANCTIONS

12.1 Imposition of Disciplinary Action - Purpose

- A. It is the spirit of Green Organics International that integrity and fairness should pervade among its Marketing Executives, thereby providing everyone with an equal opportunity to build a successful business. Therefore, Green Organics International reserves the right to impose disciplinary sanctions at any time, when it has determined that a Marketing Executive has violated the agreement or any of these Policies and Procedures or the Compensation Plan as they may be amended from time to time by Green Organics International.

12.2 Consequences and Remedies of Breach

- A. Disciplinary actions may include one or more of the following:
 - I. Monitoring a Marketing Executive’s conduct over a specified period of time to assure compliance;

- II. Issuance of a written warning or requiring the Marketing Executive to take immediate corrective action;
- III. Imposition of a fine (which may be imposed immediately or withheld from future commission checks) or the withholding of commission checks (a Commission Hold) until the matter causing the Commission Hold is resolved or until Green Organics International receives adequate additional assurances from the Marketing Executive to ensure future compliance;
- IV. Suspension from participation in Company or Marketing Executive events, rewards, or recognition;
- V. Suspension of the Green Organics International Marketing Executive agreement and Position for one or more pay periods;
- VI. Involuntary termination of the Marketing Executive's agreement and the position;
- VII. Any other measure which Green Organics International deems feasible and appropriate to justly resolve injuries caused by the Marketing Executive's policy violation or contractual breach; OR
- VIII. Legal proceedings for monetary or equitable relief.

13.0 DISPUTE RESOLUTION

13.1 Grievances

- A. If a Green Organics International Marketing Executive has a grievance or complaint against another Marketing Executive regarding any practice or conduct relating to their respective Green Organics International businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the Green Organics International Compliance Department as outlined below in this Section.
- B. The Green Organics International Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Marketing Executives involved.
- C. Green Organics International will confine its involvement to disputes regarding Green Organics International business matters only. Green Organics International will not decide issues that involve personality conflicts or unprofessional conduct by or between Marketing Executives outside the context of a Green Organics International business. These issues go beyond the scope of Green Organics International and may not be used to justify a Sponsor or Placement change or a transfer to another Green Organics International organization.
- D. Green Organics International does not consider, enforce, or mediate third party agreements between Marketing Executives, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:

- I. The Green Organics International Marketing Executive should submit a written letter of complaint (e-mail will not be accepted) directly to the Green Organics International Compliance Department. The letter shall set forth the details of the incident as follows:
 - a. The nature of the violation;
 - b. Specific facts to support the allegations;
 - c. Dates;
 - d. Number of occurrences;
 - e. Persons involved; and
 - f. Supporting documentation.

- II. Upon receipt of the written complaint, Green Organics International will conduct an investigation according to the following procedures:
 - a. The Compliance Department will send an acknowledgment of receipt to the complaining Marketing Executive;
 - b. The Compliance Department will provide a verbal or written notice of the allegation to the Marketing Executive under investigation. If a written notice is sent to the Marketing Executive, he or she will have 10 business days from the date of the notification letter to present all information relating to the incident for review by Green Organics International
 - c. The Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case by case basis, and the length of time to reach a resolution will vary.
 - d. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Marketing Executive calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.

- E. Green Organics International will make a final decision and timely notify the Green Organics International Marketing Executives involved.

13.2 Arbitration

- A. **Any controversy or claim arising out of or relating to the Green Organics International Marketing Executive agreement, these Policies and Procedures, or the breach thereof, the Marketing Executive’s business or any dispute between Green Organics International and the Marketing Executive, shall be settled by binding and confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.** Any such arbitration shall be held in Fayetteville, Ohio. There shall be one arbitrator, who shall have expertise in business law transactions and who shall be

knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.

- B. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney's fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.
- C. This agreement to arbitration shall survive any termination or expiration of the Marketing Executive agreement.
- D. Nothing in these Policies and Procedures shall prevent Green Organics International from applying for or 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 Green Organics International interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
- F. These Policies and Procedures and any arbitration involving a Marketing Executive and Green Organics International shall be governed by and construed in accordance with the laws of the state of Ohio, without reference to its principles of conflict of laws.

13.3 Severability

- A. If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

13.4 Waiver

- A. Only an officer of Green Organics International can, in writing, affect a waiver of the Green Organics International Policies and Procedures. Green Organics International's waiver of any particular breach by a Marketing Executive shall not affect Green Organics International's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Marketing Executive.
- B. The existence of any claim or cause of action of a Marketing Executive against Green Organics International shall not constitute a defense to Green Organics International's enforcement of any term or provision of these Policies and Procedures.

13.5 Successors and Claims

The agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14.0 GOVERNING LAW

These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of Ohio and the exclusive jurisdiction of the United States courts.

15.0 GREEN ORGANICS INTERNATIONAL GLOSSARY OF TERMS

ACTIVE MARKETING EXECUTIVE: A Marketing Executive who satisfies the minimum volume requirements, as set forth in the Compensation Plan, to ensure that they are eligible to receive bonuses and commissions.

AGREEMENT: The contract between the Company and each Marketing Executive; includes the Marketing Executive Agreement, the Green Organics International Policies and Procedures, and the Green Organics International Compensation Plan, all in their current form and as amended by Green Organics International in its sole discretion. These documents are collectively referred to as the “Agreement.”

CANCEL: The termination of a Marketing Executive’s business. Cancellation may be either voluntary, involuntary, or through non-renewal.

COMPENSATION PLAN: The guidelines and referenced literature for describing how Marketing Executives can generate commissions and bonuses.

CUSTOMER: A Customer who purchases Green Organics International products and does not engage in building a business or retailing product.

MARKETING EXECUTIVE: An individual who purchases product, generates retail sales and business building commissions.

LINE OF SPONSORSHIP (LOS): A report generated by Green Organics International that provides critical data relating to the identities of Marketing Executives, sales information, and enrolment activity of each Marketing Executive’s organization. This report contains confidential and trade secret information which is proprietary to Green Organics International.

ORGANIZATION: The Customers and Marketing Executives placed below a particular Marketing Executive.

OFFICIAL GREEN ORGANICS INTERNATIONAL MATERIAL: Literature, audio or video tapes, and other materials developed, printed, published, and distributed by Green Organics International to Marketing Executives.

PLACEMENT: Your position inside your Sponsor’s organization.

RECRUIT: For purposes of Green Organics International’s Conflict of Interest Policy, the term “Recruit” means the actual or attempted solicitation, enrolment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another Green Organics International Marketing Executive or Customer to enrol or participate in another multilevel marketing, network marketing, or direct sales opportunity.

RESALABLE: Products shall be deemed “resalable” if each of the following elements is satisfied: 1) they are unopened and unused, 2) original packaging and labelling has not been altered or damaged, 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price, and 4) the product contains current Green Organics International labelling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable.

SPONSOR: A Marketing Executive who enrolls a Customer, Retailer, or another Marketing Executive into the Company, and is listed as the Sponsor on the Marketing Executive Agreement. The act of enrolling others and training them to become Marketing Executives is called “sponsoring.”

UPLINE: This term refers to the Marketing Executive or Marketing Executives above a particular Marketing Executive in a sponsorship line up to the Company. It is the line of sponsors that links any particular Marketing Executive to the Company.