



wowgreen™

wowgreen International, LLC

STATEMENT OF POLICIES and PROCEDURES

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This Document is a Prelaunch draft and is subject to change.

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SECTION 1 - CORPORATE MISSION STATEMENT

Freeing the World of Toxic Chemicals, One Household at a Time!

SECTION 2 - INTRODUCTION

2.1 - Policies and Compensation Plan Incorporated into Independent Distributor Agreement

These Policies and Procedures, in their present form and as amended at the sole discretion of wowgreen International, LLC. (hereafter “wowgreen” or the “Company”), are incorporated into, and form an integral part of, the wowgreen Independent Distributor Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the wowgreen Independent Distributor Application and Agreement, these Policies and Procedures, the wowgreen Marketing and Compensation Plan, and the wowgreen Business Entity Registration Form (if applicable). These documents are incorporated by reference into the wowgreen Independent Distributor Agreement (all in their current form and as amended by wowgreen). It is the responsibility of each Independent Distributor to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies and Procedures. When sponsoring or enrolling a new Independent Distributor, it is the responsibility of the sponsoring Independent Distributor to ensure that the applicant is provided with, or has online access to, the most current version of these Policies and Procedures and the wowgreen Marketing and Compensation Plan prior to his or her execution of the Independent Distributor Agreement.

2.2 - Purpose of Policies

wowgreen is a direct sales company that markets its products through Independent Distributors. It is important to understand that your success and the success of your fellow Independent Distributors depend on the integrity of the men and women who market our products and services. To clearly define the relationship that exists between Independent Distributors and wowgreen, and to explicitly set a standard for acceptable business conduct, wowgreen has established the Agreement.

wowgreen Independent Distributors are required to comply with all of the Terms and Conditions set forth in the Agreement which wowgreen may amend at its sole discretion from time to time, as well as all federal, state, and local laws governing their wowgreen business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this manual carefully. It explains and governs the relationship between you, as an independent contractor and the Company. If you have any questions regarding any policy or rule, do not hesitate to seek an answer from your Sponsor or from wowgreen.

2.3 - Changes to the Agreement

Because federal, state, and local laws, as well as the business environment, periodically change, wowgreen reserves the right to amend the Agreement and its prices in its sole and absolute discretion. By signing the Independent Distributor Agreement, an Independent

Distributor agrees to abide by all amendments or modifications that wowgreen elects to make. Amendments shall be effective 30 days after publication of notice to all Independent Distributors that the Agreement has been modified. Notification of amendments shall be published in official wowgreen materials. The Company shall provide or make available to all Independent Distributors a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official web site; (2) electronic mail (e-mail); (3) fax-on-demand; (4) voice mail system broadcast; (5) inclusion in Company periodicals; (6) inclusion in product orders or bonus checks; or (7) special mailings. The continuation of an Independent Distributor's wowgreen business or an Independent Distributor's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

2.4 - Delays

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

2.5 - Policies and Provisions Severable

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

2.6 - Waiver

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

The existence of any claim or cause of action of an Independent Distributor against wowgreen shall not constitute a defense to wowgreen's enforcement of any term or provision of the Agreement.

SECTION 3 - BECOMING AN INDEPENDENT DISTRIBUTOR

3.1 - Requirements to Become an Independent Distributor

To become a wowgreen Independent Distributor, each applicant must:

- a) Be of the age of majority in his or her state of residence;
- b) Reside in the United States or any country that wowgreen has officially announced is open for business;
- c) Have a valid Social Security or Federal Tax ID number;
- d) Purchase a Green Distributor Kit for \$59.00 plus applicable shipping and handling (optional in North Dakota); and
- e) Submit a properly completed Independent Distributor Application and Agreement to wowgreen either in hard copy or online format.

3.2 - No Product Purchase Required

No person is required to purchase wowgreen products, services or sales aids, or to pay any charge or fee to become an Independent Distributor except the requirement that they purchase a Green Distributor Kit for \$59.00 (plus applicable shipping and handling). (This requirement does not apply to residents of North Dakota). In order to familiarize new Independent Distributors with wowgreen products, services, sales techniques, sales aids, and other matters, the Company requires that they purchase a Green Distributor Kit. (Except for North Dakota residents). wowgreen will repurchase Resalable kits from any Distributor who terminates his or her Distributor Agreement pursuant to the terms of Section 8.3.

3.3 - Independent Distributor Benefits

Once an Independent Distributor Application and Agreement has been accepted by wowgreen and purchased the Green Distributor Kit for \$59.00 (plus applicable shipping and handling), the benefits of the Marketing and Compensation Plan and the Independent Distributor Agreement are available to the new Independent Distributor. These benefits include the right to:

- a) Sell wowgreen products;
- b) Participate in the wowgreen Marketing and Compensation Plan (receive bonuses and commissions, if eligible);
- c) Sponsor other individuals as Preferred Customers or Independent Distributors into the wowgreen business and thereby, build a Marketing Organization and progress through the wowgreen Marketing and Compensation Plan;
- d) Receive periodic wowgreen literature and other wowgreen communications;
- e) Participate in wowgreen-sponsored support, service, training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- f) Participate in promotional and incentive contests and programs sponsored by wowgreen for its Independent Distributors.

3.4 - Term and Renewal of Your wowgreen Business

The term of the Independent Distributor Agreement is one year from the date of its acceptance by wowgreen (subject to prior termination or reclassification pursuant to Section 11). Independent Distributors must renew their Independent Distributor Agreement each year by paying an annual renewal fee of \$25.00 on or before the anniversary date of their Independent Distributor Agreement to ensure any payment of commissions after the anniversary date. If the renewal fee is not paid within 30 days after the expiration of the current term of the Independent Distributor Agreement, the Independent Distributor Agreement will be canceled.

SECTION 4 - OPERATING A WOW GREEN BUSINESS

4.1 - Adherence to the wowgreen Marketing and Compensation Plan

Independent Distributors must adhere to the terms of the wowgreen Marketing and Compensation Plan as set forth in official wowgreen literature. Independent Distributors shall not offer the wowgreen opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official wowgreen literature. Independent Distributors shall not require or encourage other current or prospective Preferred Customers or Independent Distributors to participate in wowgreen in any manner that varies from the program as set forth in official wowgreen literature. Independent Distributors shall not require or encourage other current or prospective Preferred Customers or Independent Distributors to execute any agreement or contract other than official wowgreen agreements and contracts in order to become a wowgreen Independent Distributor. Similarly, Independent Distributors shall not require or encourage other current or prospective Preferred Customers or Independent Distributors to make any purchase from, or payment to, any individual or other entity to participate in the wowgreen Marketing and Compensation Plan other than those purchases or payments identified as recommended or required in official wowgreen literature.

4.2 - Advertising

4.2.1 - General

All Independent Distributors shall safeguard and promote the good reputation of wowgreen and its products. The marketing and promotion of wowgreen, the wowgreen opportunity, the Marketing and Compensation Plan, and wowgreen products shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

The rationale behind this requirement is simple. wowgreen has carefully designed its products, product labels, Marketing and Compensation Plan, and promotional materials to ensure that each aspect of wowgreen is fair, truthful, substantiated, and complies with the vast and complex legal requirements of federal and state laws. If wowgreen Independent Distributors were allowed to develop their own sales aids and promotional materials, notwithstanding their integrity and good intentions, the likelihood that they would unintentionally violate any number of statutes or regulations affecting a wowgreen business is almost certain. These violations, although they may be relatively few in numbers, would jeopardize the wowgreen opportunity for all Independent Distributors. Hence, it is vital for Independent Distributors to follow these guidelines in order to maintain the wowgreen image for the betterment of all Independent Distributors.

4.2.2 - Recruitment Advertising

- Ads may not imply that the wowgreen opportunity involves a salaried position, offers employment with wowgreen International, LLC, or guarantees a stated income, profit or benefit. The wowgreen name may be used in the body of the ad, and the words “wowgreen Independent Distributor TM” must be used in conjunction with your name.
- Ads may not misrepresent the wowgreen compensation plan.

- If you choose to identify yourself in the ad, you must state that you are a wowgreen Independent Distributor TM and provide your phone number, town, city, or area. No commercial address may be listed.

4.2.3 - Product Advertising

- Only ads prepared by wowgreen International, LLC may carry or use wowgreen trade names, trademarks, service marks, or copyrighted material. However, you may use “wowgreen Independent Distributor TM” and/or the wowgreen Independent Distributor TM Logo, in ads you prepare.
- If you use an authorized product ad provided by wowgreen, you must run it without changes, modifications, or alterations.

4.2.4 - Catalog Advertising (includes both print and electronic)

- wowgreen Independent Distributors may not advertise in a catalog that also advertises the products of other direct selling companies, or if the catalog is produced by a single retail outlet. They may advertise in a catalog that features advertisements for other non-direct selling company products.

4.2.5 - Design Guidelines

- Two closely related symbols, or logos, are used to identify wowgreen:
 - The wowgreen Corporate logo, for use by the corporation only, and
 - The wowgreen Independent Distributor TM logo, authorized for use by wowgreen Independent Distributors.
- Both of these logos are registered trademarks of wowgreen International, LLC. Misusing these or any other wowgreen trademark breaches this Policy.

4.2.6 - Using wowgreen copyrighted materials

- You may reproduce wowgreen copyrighted material only when permission is specifically granted by wowgreen International, LLC in writing regarding the material, or if the material is accompanied by a written notice from wowgreen International, LLC specifically granting you permission to reproduce it. Copyrighted material must be reproduced in full and without changes, modifications, or alterations of any kind.
- All copies of any copyrighted material you reproduce with permission must also include the copyright notice that appears on the original (for example: “©2009 wowgreen International, LLC.”).

4.2.7 - Trademark guidelines

- The trade name “wowgreen”, the wowgreen Independent Distributor TM logos and most other wowgreen trademarks and service marks are federally registered. wowgreen Independent Distributors are authorized to use them, as long as they comply with the requirements in this section.
 - wowgreen trademarks are a proper adjective and should be followed by generic terms. All wowgreen trademark usage should be formatted in all lower case typography and positioned as one word.
 - wowgreen trademarks should be marked with the appropriate symbol to

indicate trademark status, i.e., the trademark should be followed by TM , or ® as shown in the wowgreen Product Guide.

- wowgreen trademarks should not be pluralized. wowgreen trademarks should not be used in possessive form.
- To avoid confusion with the wowgreen Internet address, www.wowgreen.net , the trade name “wowgreen” or any variation of “wowgreen,” may not be included in your e-mail address, unless it is a email address provided with the “Premium Business Suite” such as name@wowgreendistributors.net
- wowgreen reserves the right at all times to withdraw permission to use or display the wowgreen trade name, trademarks, service marks or the wowgreen Independent Distributor TM Logo:
 - If wowgreen guidelines governing their style and appearance are not met;
 - If wowgreen determines that a usage adversely affects the reputation or interests of wowgreen Independent Distributors or wowgreen International, LLC or any of its divisions or subsidiaries, or
 - If the user ceases to be a wowgreen Independent Distributor TM.
- In consideration of the permission to use any wowgreen trade name, trademarks, service marks, or wowgreen Independent Distributor TM Logo, you agree that wowgreen shall not be liable for any expenses or claims resulting from the discontinuance of wowgreen’s trade name, trademarks, service marks, or wowgreen Independent Distributor TM Logo.

4.2.8 - Logo Usage Guidelines

- The wowgreen Independent Distributor TM Logo is a trademarked representation of the Company, our products, and our philosophy. When using this logo in printed materials, you must follow the explicit Logo Usage Guidelines designed to preserve the distinctiveness of the logos and ensure their proper usage. The Logo Usage Guidelines are available online at www.wowgreen.net

4.2.9 - Permitted Online Business Practices

- wowgreen Independent Distributors may advertise online so long as they comply with the Advertising Policy in this version of the Policies and Procedures and do NOT represent any ad as being placed by wowgreen International, LLC., or any of its subsidiaries or divisions.
- wowgreen Independent Distributors are **required** to submit ads they would like to use online to wowgreen Corporate for review by forwarding them to wowgreen marketing at marketingadmin@wowgreen.net. Once the ads have been approved in writing by wowgreen International, LLC, the Company may place them on the wowgreen.net back office for use by all wowgreen Independent Distributors.

4.2.9.1 - Pay-Per-Click Ads, Classified Ads, or Text Ads

wowgreen Independent Distributors may use "wowgreen" and/or wowgreen product names, images, and trademarks in advertisements on pay-per-click search engines, online classified ads, blog exchange links, and text ads on other

Web sites so long as the words "wowgreen Independent Distributor TM" are prominently used in the initial view of the ad, the other rules set forth below are followed, and only claims that are listed in wowgreen corporate communications and literature are used verbatim with no changes.

4.2.9.2 - Personal Blogs and Social Networking Sites

wowgreen International, LLC Independent Distributors may use the name "wowgreen", product names, and wowgreen International, LLC created images on their blog or social networking site so long as they identify themselves as a wowgreen Independent Distributor TM in the initial view of the site and do not make any unauthorized product claims or create false or misleading statements. Earnings claims of any nature are strictly prohibited. If site content is not predominantly about wowgreen, the opportunity, or product, it will then be subject to wowgreen International, LLC review and approval. The use of the wowgreen International, LLC logo is strictly prohibited.

4.2.9.3 - Postings on Blogs, Message Boards, Forums, Social Networking Sites, Social Search Sites, and Chat Rooms

wowgreen Independent Distributors may advertise their wowgreen business and link to their wowgreen replicated Website used to introduce people to wowgreen using postings or comments on message boards, blogs, forums, social networking Web sites, social search sites, or other online community areas. Independent Distributors must comply with the rules of the online community in which they participate, not make any unauthorized product claims, not make earnings claims of any nature whatsoever, not create false or misleading statements, and clearly identify themselves as a wowgreen Independent Distributor TM in their posting, comment, or online chat if they choose to advertise or display a link to their Web site. wowgreen Independent Distributors who wish to market their wowgreen replicated website link must purchase the Premium Business Suite Website for such purpose.

4.2.9.4 - Links and Hyperlinks

wowgreen Independent Distributors may link or hyperlink from their independent blog to their replicated wowgreen website using a wowgreen trademark so long as it is clear the link or hyperlink is by a wowgreen Independent Distributor and not wowgreen International, LLC. wowgreen Independent Distributors may not link to any other MLM or opportunity sites, including any training or tools sites, or sites offering competing products.

4.2.9.5 - Video and Audio Use for Online Only

wowgreen Independent Distributors may create video and audio content for use on the Web so long as the content does not make any unauthorized product

claims, earnings claims of any nature whatsoever, promote unauthorized product use, create false or misleading statements, or use "wowgreen," any wowgreen product names, trademarks, or images, unless the entire content was created and approved by wowgreen International, LLC and is used verbatim with no changes.

4.2.10 - Prohibited Online Business Practices

4.2.10.1 - wowgreen Independent Distributors may not purchase or use a domain name or Web site URL that contains "wowgreen," is reasonably similar to the name "wowgreen," or any wowgreen product name, slogan, or trademark.

Examples:

www.wowgreencleaning.net - NOT PERMITTED (wowgreen name)
www.cleanwowgreen.net - NOT PERMITTED (Trademarked slogan)

4.2.10.2 - wowgreen Independent Distributors may not rename their web alias or create an e-mail address (other than the email address provided in the Premium Business Suite) using "wowgreen" or any wowgreen product name or trademark.

Example Web Alias:

www.wowgreen.net\independentDistributor PERMITTED (web alias)
www.wowgreen.net\wowgreen - NOT PERMITTED

Example Email Address:

LetsGoGreen@wowgreendistributors.net PERMITTED Email
Billswowgreen@yahoo.com - NOT PERMITTED
wowgreencleaning@gmail.com - NOT PERMITTED

wowgreen Independent Distributors may NOT use any term, spelling, or reasonably similar term or spelling of the wowgreen name that implies or suggests that they are wowgreen International, LLC rather than a wowgreen Independent Distributor™.

wowgreen Independent Distributors may not offer for sale online to other wowgreen Independent Distributors any Field tools, including but not limited to DVDs, lead generation programs, books, and tapes.

Proposed Web pages and text must be submitted to Marketing Administrator at marketingadmin@wowgreen.net for written approval prior to publication. Upon approval, the sites or page can be created. However, no alterations whatsoever may be made from the approved version.

- 4.2.10.3** - wowgreen Independent Distributors may not use “wowgreen” or wowgreen product names or trademarks in a meta-tag or title tag, nor may they imply or suggest that they are wowgreen International, LLC rather than a wowgreen Independent Distributor TM.
- 4.2.10.4** - wowgreen Independent Distributors may not use any title or description on any Web site or blog that implies or suggests that they are wowgreen International, LLC rather than a wowgreen Independent Distributor TM. wowgreen Independent Distributors may not use "wowgreen" or any wowgreen product name or trademark on back-door pages, or any other means to gain position in any search engine or online directory.
- 4.2.10.5** - wowgreen products may not be marketed or sold on eBay or any other online auction Web sites, or any e-commerce sites (such as Amazon.com) or price-comparison Websites (such as nextag.com) that list other products. Distributors may not market directly on these sites, or through the use of any other individuals or agents.
- 4.2.10.6** - wowgreen Independent Distributors may not advertise any product price, discounts, giveaways, or incentives on any Web site or blog other than those currently offered by wowgreen International, LLC.
- 4.2.10.7** - wowgreen Independent Distributors may not commingle the purchase of wowgreen products with the purchase of other products or services in a shopping cart online. To ensure the integrity and presentation of wowgreen products online, wowgreen Independent Distributors must use the wowgreen replicated website shopping cart only for any online sale of wowgreen products.
- 4.2.10.8** - wowgreen Independent Distributors may not make false or exaggerated claims of financial earnings on any Website, blog, e-mail, or online advertisement. In their enthusiasm to enroll prospective Independent Distributors, some Independent Distributors are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new Independent Distributors may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At wowgreen, we firmly believe that the wowgreen income potential is great enough to be highly attractive, without reporting the earnings of others.

Moreover, the Federal Trade Commission and several states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials made by persons engaged in network marketing. While Independent Distributors may believe it beneficial to provide copies of checks,

or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact wowgreen as well as the Independent Distributor making the claim unless appropriate disclosures required by law are also made contemporaneously with the income claim or earnings representation. Because wowgreen Independent Distributors do not have the data necessary to comply with the legal requirements for making income claims, a wowgreen Independent Distributor, when presenting or discussing the wowgreen opportunity or Marketing and Compensation Plan to a prospective Independent Distributor, may not make income projections, income claims, or disclose his or her wowgreen income (including the showing of checks, copies of checks, bank statements, or tax records).

4.2.10.9 - wowgreen Independent Distributors may not make any claim that a wowgreen product is useful in the cure, treatment, or prevention of any disease on any Web site unless such claim is found on labels or in product literature published by wowgreen International, LLC.

4.2.10.10 - wowgreen Independent Distributors may not create any other false or misleading statements about themselves, the wowgreen Opportunity, or wowgreen products in their online prospecting or recruiting practices.

4.2.10.11 - wowgreen Distributors may not sell or facilitate the sale of any Web sites.

4.2.11 - Trademarks and Copyrights

wowgreen will not allow the use of its trade names, trademarks, designs, or symbols by any person, including wowgreen Independent Distributors, without its prior, written permission. Independent Distributors may not produce for sale or distribution any recorded Company events and speeches without written permission from wowgreen nor may Independent Distributors reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations.

4.2.12 - Media and Media Inquiries

Distributors must not attempt to respond to media inquiries regarding wowgreen, its products or services, or their independent wowgreen business. All inquiries by any type of media must be immediately referred to the wowgreen Operations Department. This policy is designed to assure that accurate and consistent information is provided to the public as well as a proper public image. Independent Distributors must not utilize radio or television media for the advertising, distribution or promotion of wowgreen products or opportunity without the express written consent of wowgreen. In the event that wowgreen does grant permission for the use of such media, wowgreen must have final authority on every stage of the production process with full rights to all recordings.

4.2.13 - Unsolicited Email

wowgreen does not permit Independent Distributors to send unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without

limitation, the federal CAN SPAM Act. Any email sent by an Independent Distributor that promotes wowgreen, the wowgreen opportunity, or wowgreen products and services must comply with the following:

- a) There must be a functioning return email address to the sender.
- b) There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning “opt-out” notice).
- c) The email must include the Independent Distributor’s physical mailing address.
- d) The email must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- e) The use of deceptive subject lines and/or false header information is prohibited.
- f) All opt-out requests, whether received by email or regular mail, must be honored. If an Independent Distributor receives an opt-out request from a recipient of an email, the Independent Distributor must forward a copy of the opt-out request to the Company.
- g) Must identify themselves as a wowgreen Independent Distributor™.

wowgreen may periodically send commercial emails on behalf of Independent Distributors. By entering into the Independent Distributor Agreement, Independent Distributor agrees that the Company may send such emails and that the Independent Distributor’s physical and email addresses will be included in such emails as outlined above. Independent Distributors shall honor opt-out requests generated as a result of such emails sent by the Company.

4.2.14 - Unsolicited Faxes

Except as provided in this section, Independent Distributors may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of their wowgreen businesses. The term “automatic telephone dialing system” means equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers. The term "unsolicited faxes" means the transmission via telephone facsimile of any material or information advertising or promoting wowgreen, its products, the Marketing and Compensation Plan or any other aspect of the company which is transmitted to any person, except that these terms do not include a fax: (a) to any person with that person's prior express invitation or permission; or (b) to any person with whom the Independent Distributor has an established business or personal relationship. The term "established business or personal relationship" means a prior or existing relationship formed by a voluntary two way communication between an Independent Distributor and a person, on the basis of: (a) an inquiry, application, purchase or transaction by the person regarding products offered by such Independent Distributor; or (b) a personal or familial relationship, which relationship has not been previously terminated by either party.

4.3 - Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. “Bonus buying” includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Distributor Application and Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Independent Distributor or Preferred Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as

Independent Distributors or Preferred Customers (“phantoms”); (d) purchasing wowgreen products or services on behalf of another Independent Distributor or Preferred Customer, or under another Independent Distributor’s or Preferred Customer’s I.D. 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.

4.4 - Business Entities

A corporation, limited liability company (LLC), partnership or trust (collectively referred to in this section as a “Business Entity”) may apply to be a wowgreen Independent Distributor by submitting its Certificate of Incorporation, Certificate of Organization, Partnership Agreement or trust documents (these documents are collectively referred to as the “Entity Documents”) to wowgreen, along with a properly completed Independent Distributor Application and Agreement and a Business Entity Registration Form. If an Independent Distributor enrolls online, the Entity Documents and Business Entity Registration Form must be submitted to wowgreen within 30 days of the online enrollment. If not received within the 30-day period, the Independent Distributor Agreement shall automatically terminate.

To prevent the circumvention of Section 4.27 (regarding transfers and assignments of wowgreen business), if an additional partner, shareholder, member, or other business entity affiliate is added to a business entity, the original applicant must remain as a party to the original Independent Distributor Application and Agreement. If the original Independent Distributor wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with Section 4.27. If this process is not followed, the business shall be canceled upon the withdrawal of the original Independent Distributor. All bonus and commission checks will be sent to the address of record of the original Independent Distributor. Please note that the modifications permitted within the scope of this paragraph *do not* include a change of sponsorship. Changes of sponsorship are addressed in Section 4.5, below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Independent Distributor Application and Agreement. wowgreen may, at its discretion, require notarized documents before implementing any changes to a wowgreen business. Please allow thirty (30) days after the receipt of the request by wowgreen for processing.

4.4.1 - Changes to a Business Entity

A wowgreen business may change its status under the same sponsor from an individual to a partnership, LLC, corporation or trust, or from one type of entity to another provided the individual is at least a 50% owner of the business entity. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Independent Distributor Application and Agreement. Such changes shall be processed only once per year and must be submitted by November 30 to become effective on January 1 of the following year. In addition, Independent Distributors operating their wowgreen businesses utilizing a business entity must notify wowgreen of the addition or removal of any officers, directors, shareholders, managers, members or business associates of the business entity and pay \$25.00 for each change requested.

4.5 - Change of Sponsor

To protect the integrity of all Marketing Organizations and safeguard the hard work of all Independent Distributors, wowgreen prohibits changes in sponsorship (unless change is made within the three business day grace period). Maintaining the integrity of sponsorship is critical for the success of every Independent Distributor and Marketing Organization. Accordingly, the transfer of a wowgreen business from one sponsor to another is not permitted.

4.5.1-Cancellation and Re-application

An Independent Distributor may legitimately change organizations by voluntarily cancelling his or her wowgreen business and remaining inactive (*i.e.*, no purchases of wowgreen products for resale, no sales of wowgreen products, no sponsoring, no attendance at any wowgreen functions, and no participation in any other form of Independent Distributor activity or operation of any other wowgreen business) for six (6) full calendar months. Following the six-month period of inactivity, the former Independent Distributor may reapply under a new sponsor; however, the former Independent Distributor's Marketing Organization will remain in the original line of sponsorship. wowgreen will consider waiving the six month waiting period under exceptional circumstances. Such requests for waiver must be submitted to wowgreen in writing.

4.6 - Unauthorized Claims and Actions

4.6.1 - Indemnification

An Independent Distributor is fully responsible for all of his or her verbal and written statements made regarding wowgreen products, services, and the Marketing and Compensation Plan which are not expressly contained in official wowgreen materials. Independent Distributors agree to indemnify wowgreen and any wowgreen directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by wowgreen as a result of the Independent Distributor's unauthorized representations or actions. This provision shall survive the termination of the Independent Distributor Agreement.

4.6.2 - Product Claims

No claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by wowgreen may be made except those contained in official wowgreen literature. In particular, no Independent Distributor may make any claim that wowgreen products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate wowgreen policies, but they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

4.6.3 - Income Claims

In their enthusiasm to enroll prospective Independent Distributors, some Independent Distributors are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive because new

Independent Distributors may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At wowgreen, we firmly believe that the wowgreen income potential is great enough to be highly attractive, without reporting the earnings of others.

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

4.7 - Commercial Outlets

Independent Distributors may not sell wowgreen products from a commercial outlet, nor may Distributors display or sell wowgreen products or literature in any retail outlet without written permission from the Company.

4.8 - Trade Shows, Expositions and Other Sales Forums

Independent Distributors may display and/or sell wowgreen products at trade shows and professional expositions. Before submitting a deposit to the event promoter, Independent Distributors must contact the Tradeshow/Expo Department in writing for conditional approval, as wowgreen's policy is to authorize only one wowgreen business per event. Final approval will be granted to the first Independent Distributor who submits an official advertisement of the event. Approval is given only for the event specified. Any requests to participate in future events must again be submitted to the Tradeshow/Expo Department. wowgreen further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products, services, or the wowgreen opportunity. Approval will not be given for swap meets, garage sales, flea markets or farmer's markets as these events are not conducive to the professional image wowgreen wishes to portray.

4.9 - Conflicts of Interest

4.9.1 - Non-Solicitation

wowgreen Independent Distributors are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "network marketing"). However, during the term of this Agreement, Independent Distributors may not directly or indirectly Recruit other wowgreen Independent Distributors or Preferred Customers for any other network marketing business.

Following the cancellation of an Independent Distributor's Agreement, and for a period of six calendar months thereafter, with the exception of a Distributor who was personally sponsored by the former Independent Distributor, a former Independent Distributor may not **Recruit** any wowgreen Independent Distributor or Preferred Customer for another network marketing business. Independent Distributors and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Independent Distributors and wowgreen agree that this non-solicitation provision shall apply to all markets in which wowgreen conducts business.

The term "Recruit" means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another wowgreen Independent Distributor or Preferred Customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. The conduct described in the preceding sentence constitutes recruiting even if the Independent Distributor's actions are in response to an inquiry made by another Independent Distributor or Preferred Customer.

4.9.2 - Sale of Competing Goods or Services

Independent Distributors must not sell, or attempt to sell, any competing non-wowgreen programs, products or services to wowgreen Preferred Customers or Independent Distributors. Any program, product or service in the same generic categories as wowgreen products or services are deemed to be competing, regardless of differences in cost, quality, or other distinguishing factors.

4.9.3 - Independent Distributor Participation in Other Direct Selling Programs

If an Independent Distributor is engaged in other non-wowgreen direct selling programs, it is the responsibility of the Independent Distributor to ensure that his or her wowgreen business is operated entirely separate and apart from any other program in which the Independent Distributor participates. To this end, the following must be adhered to:

- a) The Independent Distributor shall not display wowgreen promotional materials, sales aids, products or services with or in the same location as any non-wowgreen promotional materials, sales aids, products or services.
- b) The Independent Distributor may not offer the wowgreen opportunity, products or services to prospective or existing Preferred Customers or Independent Distributors in conjunction with any non-wowgreen program, opportunity, product or service.
- c) The Independent Distributor may not offer any non-wowgreen opportunity, products, services, or opportunity at any wowgreen-related meeting, seminar or convention, or within two hours and a five mile radius of the wowgreen event. If the wowgreen meeting is held telephonically or via the internet, any non-wowgreen meeting must be at least two hours before or after the wowgreen meeting, and on a different conference telephone number or internet web address from the wowgreen meeting.

4.9.4 - Downline Activity (Genealogy) Reports

Downline Activity Reports are available for Independent Distributor access and viewing at the Business Suite of each Independent Distributor's replicated wowgreen website. Access to online Downline Activity Reports is password protected. **All Downline Activity Reports and the information contained herein are strictly confidential, constitute proprietary information and business trade secrets belonging to wowgreen International, LLC and may not be shared with anyone.** Downline Activity Reports are provided to Independent Distributors in strictest confidence and are made available to Distributors for the sole purpose of assisting Independent Distributors in working with their respective Marketing Organizations in the development of their wowgreen business. Independent Distributors should use their Downline Activity Reports to assist, motivate, and train their downline Independent Distributors. The Independent Distributor and wowgreen agree that, but for this agreement of confidentiality and nondisclosure, wowgreen would not provide Downline Activity Reports to the Independent Distributor. An Independent Distributor shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- a) Directly or indirectly use or disclose any information contained in any Downline Activity Report to any third party;
- b) Directly or indirectly disclose the password or other access code to his or her Downline Activity Report;
- c) Use the information contained in any Downline Activity Report to compete with wowgreen or for any purpose other than promoting or supporting his or her wowgreen business; or
- d) Recruit or solicit any Independent Distributor or Preferred Customer listed on any Downline Activity Report or in any manner attempt to influence or induce any Independent Distributor or Preferred Customer to alter their business relationship with wowgreen.

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

4.10 - Targeting Other Direct Sellers

wowgreen does not condone Independent Distributors specifically or consciously targeting the sales force of another direct sales company to sell wowgreen products or to become Independent Distributors for wowgreen, nor does wowgreen condone Independent Distributors solicitation or enticement of members of the sales force of another direct sales company to violate the terms of their contract with such other company. Should Independent Distributors engage in such activity, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an Independent Distributor alleging that he or she engaged in inappropriate recruiting activity of its sales force or customers, wowgreen will not pay any of Independent Distributor's defense costs or legal fees, nor will wowgreen indemnify the Independent Distributor for any judgment, award, or settlement.

4.11 - Cross-Sponsoring

Actual or attempted cross sponsoring is strictly prohibited. "Cross sponsoring" is defined as the enrollment of an individual who or entity that already has a current Preferred Customer or Independent Distributor Agreement on file with wowgreen, or who has had such an agreement

within the preceding six calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, fictitious ID numbers or any straw-man or other artifice to circumvent this policy is prohibited. Independent Distributors shall not demean, discredit or defame other wowgreen Independent Distributors in an attempt to entice another Independent Distributor to become part of the first Independent Distributor's Marketing Organization. This policy shall not prohibit the transfer of a wowgreen business in accordance with Section 4.27.

If Cross Sponsoring is discovered, it must be brought to the Company's attention immediately. wowgreen may take disciplinary action against the Independent Distributor that changed organizations and/or those Independent Distributors who encouraged or participated in the Cross Sponsoring. wowgreen may also move all or part of the offending Independent Distributor's Marketing Organization to his or her original Marketing Organization if the Company deems it equitable and feasible to do so. However, wowgreen is under no obligation to move the Cross Sponsored Independent Distributor's Marketing Organization, and the ultimate disposition of the organization remains within the sole discretion of wowgreen. **Independent Distributors waive all claims and causes of action against wowgreen arising from or relating to the disposition of the Cross Sponsored Independent Distributor's Marketing Organization.**

4.12 - Errors or Questions

If an Independent Distributor has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports, or charges, the Independent Distributor must notify wowgreen in writing within 60 days of the date of the purported error or incident in question. wowgreen will not be responsible for any errors, omissions or problems not reported to the Company within 60 days.

4.13 - Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Independent Distributors shall not represent or imply that wowgreen or its Marketing and Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

4.14 - Holding Applications or Orders

Independent Distributors must not manipulate enrollments of new applicants and purchases of products. All Independent Distributor Applications and Agreements, and product orders must be sent to wowgreen within 72 hours from the time they are signed by an Independent Distributor or placed by a customer, respectively.

4.15 - Identification

All Independent Distributors are required to provide their Social Security Number, or a Federal Employer Identification Number to wowgreen on the Independent Distributor Application and Agreement. Upon enrollment, the Company will provide a unique Independent Distributor Identification Number to the Independent Distributor by which he or she will be identified. This number will be used to place orders, and track commissions and bonuses.

4.16 - Income Taxes

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

4.17 - Independent Contractor Status

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

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

Independent Distributor's Name
Independent wowgreen Distributor

All Independent Distributors may list themselves as an “Independent wowgreen Distributor” in the white or yellow pages of the telephone directory under their own name. No Independent Distributor may place telephone directory display ads using the wowgreen name or logo. Independent Distributors may not answer the telephone by saying “wowgreen”, “wowgreen Incorporated”, or in any other manner that would lead the caller to believe that he or she has reached corporate offices of wowgreen.

4.18 - Insurance

You may wish to arrange insurance coverage for your business. Your homeowner’s insurance policy does not cover business-related injuries or the theft of or damage to inventory or business equipment. Contact your insurance agent to make certain that your business property is protected. This can often be accomplished with a simple “Business Pursuit” endorsement attached to your present home owner’s policy.

4.19 - International, Marketing

Because of critical legal and tax considerations, wowgreen must limit the resale of wowgreen

products and services, and the presentation of the wowgreen business to prospective Retail Customers, Preferred Customers and Distributors located within the United States and those other countries that the Company has announced are officially opened for business. Moreover, allowing a few Independent Distributors to conduct business in markets not yet opened by wowgreen would violate the concept of affording every Independent Distributor the equal opportunity to expand internationally.

Accordingly, Independent Distributors are authorized to sell wowgreen products, and enroll Retail Customers, Preferred Customers or Independent Distributors only in the countries in which wowgreen is authorized to conduct business, as announced in official Company literature. wowgreen products or sales aids cannot be shipped into or sold in any foreign country. Independent Distributors may sell, give, transfer, or distribute wowgreen products or sales aids only in their home country. In addition, no Independent Distributor may, in any unauthorized country: (a) conduct sales, enrollment or training meetings; (b) enroll or attempt to enroll potential Retail Customers, Preferred Customers or Independent Distributors; or (c) conduct any other activity for the purpose of selling wowgreen products, establishing a Marketing Organization, or promoting the wowgreen opportunity.

4.20 - Inventory Loading

Independent Distributors must never purchase more products than they can reasonably use or sell to retail customers in a month, and must not influence or attempt to influence any other Independent Distributor to buy more products than they can reasonably use or sell to retail customers in a month.

4.21 - Adherence to Laws and Ordinances

Independent Distributors shall comply with all federal, state, and local laws and regulations in the conduct of their businesses. Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Independent Distributors because of the nature of their business. However, Independent Distributors must obey those laws that do apply to them. If a city or county official tells an Independent Distributor that an ordinance applies to him or her, the Independent Distributor shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of wowgreen. In most cases there are exceptions to the ordinance that may apply to wowgreen Independent Distributors.

4.22 - Minors

A person who is recognized as a minor in his/her state of residence may not be a wowgreen Independent Distributor. Independent Distributors shall not enroll or recruit minors into the wowgreen program.

4.23 - One wowgreen Business Per Independent Distributor and Per Household

An Independent Distributor may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one wowgreen business. No individual may have, operate or receive compensation from more than one wowgreen business. Individuals of the same family unit may not enter into or have an interest in more than one wowgreen Business. A "family unit" is defined as spouses and dependent

children living at or doing business at the same address.

In order to maintain the integrity of the wowgreen Marketing and Compensation Plan, husbands and wives or common-law couples (collectively “spouses”) who wish to become wowgreen Independent Distributors must be jointly sponsored as one wowgreen business. Spouses, regardless of whether one or both are signatories to the Independent Distributor Application and Agreement, may not own or operate any other wowgreen business, either individually or jointly, nor may they participate directly or indirectly (as a shareholder, partner, trustee, trust beneficiary, or any other legal or equitable ownership) in the ownership or management of another wowgreen business in any form.

An exception to the one business per Independent Distributor rule will be considered on a case by case basis if two Independent Distributors marry or in cases of an Independent Distributor receiving an interest in another business through inheritance. Requests for exceptions to policy must be submitted in writing to the Operations Department.

4.24 - Actions of Household Members or Affiliated Individuals

If any member of an Independent Distributor’s immediate household engages in any activity which, if performed by the Independent Distributor, would violate any provision of the Agreement, such activity will be deemed a violation by the Independent Distributor and wowgreen may take disciplinary action pursuant to these Policies and Procedures against the Independent Distributor. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively “affiliated individual”) violates the Agreement, such action(s) will be deemed a violation by the entity, and wowgreen may take disciplinary action against the entity.

4.25 - Requests for Records

Any request from an Independent Distributor for copies of invoices, applications, Downline Activity Reports, or other records will require a fee of \$1.00 per page per copy. This fee covers the expense of mailing and time required to research files and make copies of the records.

4.26 - Impact of Vacancy on Remaining Marketing Organization

When a vacancy occurs in a Marketing Organization due to the termination of a wowgreen business, the position previously occupied by the terminated Independent Distributor “goes gray” and cannot be subsequently occupied by any other Independent Distributor.

4.27 - Sale, Transfer or Assignment of wowgreen Business

Although a wowgreen business is a privately owned, independently operated business, the sale, transfer or assignment of a wowgreen business is subject to certain limitations. If an Independent Distributor wishes to sell his or her wowgreen business, the following criteria must be met:

- a) Protection of the existing line of sponsorship must always be maintained so that the wowgreen business continues to be operated in that line of sponsorship.
- b) The buyer or transferee must become a qualified wowgreen Independent Distributor. If

the buyer is an active wowgreen Independent Distributor, he or she must first terminate his or her wowgreen business and wait six calendar months before acquiring any interest in a different wowgreen business.

- c) Before the sale, transfer or assignment can be finalized and approved by wowgreen, any debt obligations the selling Independent Distributor has with wowgreen must be satisfied.
- d) The selling Independent Distributor must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a wowgreen business.
- e) Must be a Bronze Ambassador.

Prior to selling a wowgreen business, the selling Independent Distributor must notify the wowgreen Finance Department of his or her intent to sell the wowgreen business. Upon complete execution of the purchase and sale agreement, the parties must submit copies of the same to the Finance Department for review. wowgreen reserves the right to request additional documentation that may be necessary to analyze the transaction between the buyer and seller. The Company will, in its sole and absolute discretion, approve or deny the sale, transfer or assignment within 30 days after its receipt of all necessary documents from the parties.

If the parties fail to obtain wowgreen approval for the transaction, the transfer shall be voidable at wowgreen's option. The purchaser of the existing wowgreen business will assume the obligations and position of the selling Independent Distributor. An Independent Distributor who sells his or her wowgreen business shall not be eligible to re-apply as a wowgreen Independent for a period of at least six full calendar months after the date of the sale.

No changes in line of sponsorship can result from the sale or transfer of a wowgreen business. An Independent Distributor may not sell, transfer or assign an individual matrix; if a business is sold, transferred or assigned, all matrices must be included in the transaction. The Company reserves the right to change this policy in the future.

4.28 - Separation of a wowgreen Business

wowgreen Independent Distributors sometimes operate their wowgreen businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If the separating parties fail to provide for the best interests of other Independent Distributors and the Company in a timely fashion, wowgreen will involuntarily terminate the Independent Distributor Agreement.

During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- a) One of the parties may, with consent of the other(s), operate the wowgreen business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize wowgreen to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.

- b) The parties may continue to operate the wowgreen business jointly on a “business-as-usual” basis, whereupon all compensation paid by wowgreen will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above.

Under no circumstances will the Marketing Organization of divorcing spouses or a dissolving business entity be divided. Similarly, under no circumstances will wowgreen split commission and bonus checks between divorcing spouses or members of dissolving entities. wowgreen will recognize only one Marketing Organization and will issue only one commission check per wowgreen business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Independent Distributor Agreement shall be involuntarily canceled.

If a former spouse has completely relinquished all rights in the original wowgreen business pursuant to a divorce, he or she is thereafter free to enroll under any sponsor of his or her choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member, or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as an Independent Distributor. In either case, the former spouse or business affiliate shall have no rights to any Independent Distributors in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Independent Distributor.

4.29 - Enrolling

All active Distributors in good standing have the right to enroll others into wowgreen. Each prospective Independent Distributor has the ultimate right to choose his or her own Enroller. If two Independent Distributors claim to be the Enroller of the same new Independent Distributor, the Company shall regard the first application received by the Company as controlling.

4.30 - Succession

Upon the death or incapacitation of an Independent Distributor, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, an Independent Distributor should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a wowgreen business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Independent Distributor’s Marketing Organization provided the following qualifications are met. The successor(s) must:

- a) Complete and execute an Independent Distributor Agreement;
- b) Comply with terms and provisions of the Agreement; and
- c) Meet all of the qualifications for the deceased Independent Distributor’s status.

Bonus and commission checks of a wowgreen business transferred pursuant to this section will be paid in a single check jointly to the devisees. The devisees must provide wowgreen with an "address of record" to which all bonus and commission checks will be sent. If the business is bequeathed to joint devisees, they must form a business entity and acquire a federal taxpayer Identification number. wowgreen will issue all bonus and commission checks and one 1099 to the business entity.

4.31 - Transfer Upon Death of an Independent Distributor

To effectuate a testamentary transfer of a wowgreen business, the Personal Representative or Executor of the estate of the deceased Independent Distributor must provide all necessary documentation to establish a successor's or successors' right to the subject wowgreen business. The successor or successors must complete and execute an Independent Distributor Agreement and meet the other requirements set forth in Section 4.30.

4.32 - Transfer Upon Incapacitation of a Independent Distributor

To effectuate a transfer of a wowgreen business because of incapacity, the Trustee of the incapacitated Independent Distributor must provide all necessary documentation to establish the right of the subject Trust and Trustee to the subject wowgreen business. The Trustee must, on behalf of the Trust, complete and execute an Independent Distributor Agreement and meet the other requirements set forth in Section 4.30.

4.33 - Telemarketing Techniques

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although wowgreen does not consider Independent Distributors to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to \$11,000.00 per violation).

Therefore, Independent Distributors must not engage in telemarketing in the operation of their wowgreen businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a wowgreen product or service, or to recruit them for the wowgreen opportunity. "Cold calls" made to prospective Preferred Customers or Independent Distributors that promote either any wowgreen products or services or the wowgreen opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective Preferred Customer or Independent Distributor (a "prospect") is permissible under the following situations:

- a) If the Independent Distributor has an established business relationship with the prospect. An "established business relationship" is a relationship between an Independent Distributor and a prospect based on the prospect's purchase, rental, or lease of goods or services from the Independent Distributor, or a financial transaction between the prospect and the Independent Distributor, within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.

- b) The prospect's personal inquiry or application regarding a product or service offered by the Independent Distributor, within the three (3) months immediately preceding the date of such a call.
- c) If the Independent Distributor receives written and signed permission from the prospect authorizing the Independent Distributor to call. The authorization must specify the telephone number(s) which the Independent Distributor is authorized to call.
- d) You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three months. Bear in mind, however, that if you engage in "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.
- e) In addition, Independent Distributors shall not use automatic telephone dialing systems relative to the operation of their wowgreen businesses. The term "automatic telephone dialing system" means equipment which has the capacity to: (a) store or produce telephone numbers to be called, using a random or sequential number generator; and (b) to dial such numbers.

4.34 - Use of the wowgreen Email System

wowgreen maintains an email system for use by Independent Distributors. This system is a tool to communicate with your Marketing Organization, to promote the sale of wowgreen products and services and the wowgreen opportunity. Under no circumstances shall an Independent Distributor use the wowgreen email system to promote the sale of any non-wowgreen products or services or any non-wowgreen program or opportunity.

4.35 - Business Suite Access

wowgreen makes online business suites available to its Independent Distributors. Business suites provide Independent Distributors access to confidential and proprietary information that may be used solely and exclusively to promote the development of an Independent Distributor's wowgreen business and to increase sales of wowgreen products. However, access to a business suite is a privilege, and not a right. wowgreen reserves the right to deny Independent Distributors' access to the business suite at its sole discretion.

SECTION 5 - RESPONSIBILITIES OF INDEPENDENT DISTRIBUTORS

5.1 - Change of Contact Information

To ensure timely delivery of products, support materials, and commission checks, it is critically important that the wowgreen's files are current. Street addresses are required for shipping. Independent Distributors planning to move should update their mailing address, email address and telephone number information via the Business Suite function of the wowgreen

website. To guarantee proper delivery, two weeks advance notice must be provided to wowgreen on all changes.

5.2 - Continuing Development Obligations

5.2.1 - Ongoing Training

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

Independent Distributors should monitor the Independent Distributors in their Marketing Organizations to guard against downline Independent Distributors making improper product or business claims, or engaging in any illegal or inappropriate conduct.

5.2.2 - Increased Training Responsibilities

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

5.2.3 - Ongoing Sales Responsibilities

Regardless of their level of achievement, Independent Distributors have an ongoing obligation to continue to personally promote sales through the generation of new Retail Customers, Preferred Customers and through servicing their existing customers.

5.3 - Non-Disparagement

wowgreen wants to provide Independent Distributors with the best products, compensation plan, and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Distributor Relations Department. Remember, to best serve you, we must hear from you! While wowgreen welcomes constructive input, negative comments and remarks made in the field by Independent Distributors about the Company, its products, or Marketing and Compensation Plan serve no purpose other than to sour the enthusiasm of other wowgreen Independent Distributors. For this reason, and to set the proper example for their Marketing Organization, Independent Distributors must not disparage, demean, or make negative remarks about wowgreen, other wowgreen Independent Distributors, wowgreen's products, the Marketing and Compensation Plan, or wowgreen's directors, officers, or employees.

5.4 - Providing Documentation to Applicants

Independent Distributors must provide the most current version of the Policies and Procedures and the Marketing and Compensation Plan to individuals whom they are sponsoring to become Independent Distributors before the applicant signs an Independent Distributor Agreement. Additional copies of Policies and Procedures and Marketing and Compensation Plan can be downloaded from wowgreen's website.

5.5 - Reporting Policy Violations

Independent Distributors observing a Policy violation by another Independent Distributor should submit a written report of the violation directly to the attention of the wowgreen Compliance Department. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

5.6 - Vendor Confidentiality/Communications

wowgreen's business relationships with its marketing alliances, vendors, suppliers, Company associates or former employees within or outside the corporate workplace are confidential, proprietary, and not to be circumvented by either the Independent Distributor or the vendor. An Independent Distributor shall not contact, directly or indirectly, or speak to or communicate with any representative of any supplier or manufacturer of wowgreen except at a wowgreen-sponsored event at which the representative is present at the request of wowgreen or as otherwise expressly permitted in writing by wowgreen. Violation of this regulation may result in termination of the Independent Distributor and possible claims of damages against the Independent Distributor and/or the vendor. Questions regarding any of these businesses should be directed to the Compliance Department.

SECTION 6 - SALES REQUIREMENTS

6.1 - Product Sales

The wowgreen Marketing and Compensation Plan is based on the sale of wowgreen products and services to Independent Distributors, Preferred Customers and end consumers (Retail Customers). Independent Distributors must fulfill personal and Marketing Organization sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, and advancement to higher levels of achievement. The following sales requirements must be satisfied for Independent Distributors to be eligible for bonuses:

- a) Independent Distributors must satisfy the Personal Bonus Volume requirement to fulfill the requirements associated with their rank as specified in the wowgreen Marketing and Compensation Plan. "Personal Bonus Volume" is the combined Bonus Volume assigned to products purchased by your retail customers along with your personal products purchased for resale or personal consumption.
- b) Basic Active status which is the minimum qualification standard to begin earning bonuses requires that you have \$75 Personal Bonus Volume every four weeks or, if you select Autoship, \$50 in Personal Bonus Volume every four weeks.

6.2 - No Territory Restrictions

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

6.3 - Sales Receipts

All Independent Distributors must provide their retail customers who do not purchase from the replicated wowgreen website, with two copies of an official wowgreen sales receipt at the time of the sale. These receipts set forth the Customer Satisfaction Guarantee as well as any consumer protection rights afforded by federal or state law. Independent Distributors must maintain all retail sales receipts for a period of two years and furnish them to wowgreen at the Company's request.

Remember that retail customers must receive two copies of the sales receipt. In addition, Independent Distributors must orally inform the buyer of his or her cancellation rights.

SECTION 7 - BONUSES AND COMMISSIONS

7.1 - Bonus Qualifications

An Independent Distributor must be Basic Active and in compliance with the Agreement to qualify for bonuses. So long as an Independent Distributor complies with the terms of the Agreement, wowgreen shall pay bonuses to such Independent Distributor in accordance with the Marketing and Compensation Plan. wowgreen pays its distributors by electronically loading the distributor's wowgreen Pay Card. The initial minimum amount for which wowgreen will issue a payment is \$18.00. If an Independent Distributor's initial bonuses do not equal or exceed \$30.00, the Company will accrue the initial bonuses until they total \$30.00 (See section 7.2.2 below). An electronic payment will be issued once \$30.00 has been accrued.

7.2 - Adjustment to Bonuses and Commissions

7.2.1 - Adjustments for Returned Products

Independent Distributors receive bonuses and commissions based on the actual sales of products and services to end consumers. When a product is returned to wowgreen for a refund or repurchase, either of the following may occur at the Company's discretion: (1) the bonuses and commissions attributable to the returned or repurchased product will be deducted, in the week in which the refund is given and continuing every pay period thereafter until the bonuses and commissions are recovered, from the Independent Distributors who received bonuses and commissions on the sales of the refunded product.

7.2.2 - Other Deductions

wowgreen will deduct from bonus and commission payment issued to an Independent Distributor an initial pay card issuance fee of \$10.00. wowgreen will also deduct from each bonus and commission payment issued to an Independent Distributor a pay card load fee of \$2.00.

7.3 - Reports

All information provided by wowgreen in online or telephonic Downline Activity Reports, including but not limited to personal and group sales volume (or any part thereof), and downline sponsoring activity is believed to be accurate and reliable. Nevertheless, due to various factors including, but not limited to, the inherent possibility of human and mechanical error; the accuracy, completeness, and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs; the information is not guaranteed by wowgreen or any persons creating or transmitting the information.

ALL PERSONAL AND GROUP SALES VOLUME INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR REPRESENTATIONS OF ANY KIND WHATSOEVER. IN PARTICULAR BUT WITHOUT LIMITATION THERE SHALL BE NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WOWGREEN AND/OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION WILL IN NO EVENT BE LIABLE TO ANY INDEPENDENT DISTRIBUTOR OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES THAT ARISE OUT OF THE USE OF OR ACCESS TO PERSONAL AND GROUP SALES VOLUME INFORMATION (INCLUDING BUT NOT LIMITED TO LOST PROFITS, BONUSES, OR COMMISSIONS, LOSS OF OPPORTUNITY, AND DAMAGES THAT MAY RESULT FROM INACCURACY, INCOMPLETENESS, INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE INFORMATION), EVEN IF WOWGREEN OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, WOWGREEN OR OTHER PERSONS CREATING OR TRANSMITTING THE INFORMATION SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO YOU OR ANYONE ELSE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHER THEORY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO.

Access to and use of wowgreen's online and telephone reporting services and your reliance upon such information is at your own risk. All such information is provided to you "as is". If you are dissatisfied with the accuracy or quality of the information, your sole and exclusive remedy is to discontinue use of and access to wowgreen's online and telephone reporting services and your reliance upon the information.

SECTION 8 - PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

8.1 - Product Guarantee

wowgreen offers a 100% 30 day money-back satisfaction guarantee (less shipping and handling charges) to all Preferred Customers, retail customers, and Independent Distributors. The 30 day return runs from date of customer receipt of the product. Notwithstanding the foregoing,

the Preferred Customer, retail customer and Independent Distributor will be reimbursed 100% of the net cost of the original purchase price and shipping and handling charges will be fully reimbursed for all items purchased by them, provided they notify the Company in writing of their intent to cancel the transaction by midnight of the third business day (5 business days for Alaska residents) after the purchase was made, the items are in Resalable condition (see Definition of “Resalable” in Section 12 below) and they make the items available to wowgreen and comply with wowgreen’s request to ship the items back to wowgreen at the Company’s expense.

8.2 - Returns by Retail Customers

wowgreen offers, through its Independent Distributors, a 100% 30 day money-back guarantee to all retail customers. The 30 day return runs from date of customer receipt of the product. Every Independent Distributor is bound to honor the retail customer guarantee. If, for any reason, a retail customer is dissatisfied with any wowgreen product or service; the retail customer may return the unused portion of the product to the Distributor from whom it was purchased, within 30 days tied to receipt of product, for a replacement, exchange or a full refund of the purchase price (excluding shipping and handling costs).

8.3 - Return of Inventory and Sales Aids by Independent Distributors Upon Cancellation

Upon cancellation of an Independent Distributor’s Agreement, the Independent Distributor may return his or her Green Distributor Kit and any products and sales aids held in his or her inventory for a refund. Independent Distributors may only return Green Distributor Kits, products and sales aids that he or she personally purchased from wowgreen (purchases from other Independent Distributors or third parties are not subject to refund) and which are in Resalable condition (see Definition of “Resalable” in Section 12 below) and which have been purchased within one year prior to the date of cancellation. Upon receipt of a Resalable Green Distributor Kit and/or Resalable products and sales aids, the Independent Distributor will be reimbursed 90% of the net cost of the original purchase price(s). Shipping and handling charges incurred by an Independent Distributor when the Green Distributor Kit, products or sales aids were purchased will not be refunded. Notwithstanding the foregoing, the Independent Distributor will be reimbursed 100% of the net cost of the original purchase price and shipping and handling charges will be fully reimbursed for all items purchased by the Independent Distributor, provided the Independent Distributor notifies the Company of its intent to cancel the transaction by midnight of the third business day (5 business days for Alaska residents) after the purchase was made, the items are in Resalable condition and the Independent Distributor makes the items available to wowgreen and complies with wowgreen’s request to ship the items back to wowgreen at the Company’s expense. If the purchases were made through a credit card, the refund will be credited back to the same account. If an Independent Distributor was paid a bonus or commission based on a product that he or she purchased, and such product is subsequently returned for a refund, the commission that was paid to the Independent Distributor based on that product purchase will be deducted from the amount of the refund.

8.3.1 - Montana Residents

A Montana resident may cancel his or her Independent Distributor Agreement within 15 days from the date of enrollment, and may return his or her Green Distributor Kit for a full refund within such time period.

8.4 - Procedures for All Returns

The following procedures apply to all returns for refund, repurchase, or exchange:

- a) All merchandise must be returned by the Independent Distributor or customer who purchased it directly from wowgreen.
- b) All products to be returned must have a Return Authorization Number which is obtained by calling the Customer Services Department. This Return Authorization Number must be written on each carton returned.
- c) The return is accompanied by the unused portion of the product in its original container.
- d) Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. All returns must be shipped to wowgreen shipping pre-paid. wowgreen does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the Independent Distributor. If returned product is not received by the Company's Distribution Center, it is the responsibility of the Independent Distributor to trace the shipment.
- e) If an Independent Distributor is returning merchandise to wowgreen that was returned to him or her by a personal retail customer, the product must be received by wowgreen within ten (10) days from the date on which the retail customer returned the merchandise to the Independent Distributor, and must be accompanied by the sales receipt the Independent Distributor gave to the retail customer at the time of the sale.

No refund or replacement of product will be made if the conditions of these rules are not met.

SECTION 9 - DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1 - Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive or unethical business conduct, or any act or omission by an Independent Distributor that, in the sole discretion of the Company may damage its reputation or goodwill (such act or omission need not be related to the Independent Distributor's wowgreen business), may result, at wowgreen's discretion, in one or more of the following corrective measures:

- a) Issuance of a written warning or admonition;
- b) Requiring the Independent Distributor to take immediate corrective measures;
- c) Imposition of a fine, which may be withheld from bonus and commission checks;
- d) Loss of rights to one or more bonus and commission checks;
- e) wowgreen may withhold from an Independent Distributor all or part of the Independent Distributor's bonuses and commissions during the period that wowgreen is investigating

any conduct allegedly violative of the Agreement. If an Independent Distributor's business is canceled for disciplinary reasons, the Independent Distributor will not be entitled to recover any commissions withheld during the investigation period;

- f) Suspension of the individual's Independent Distributor Agreement for one or more pay periods;
- g) Transfer of a portion or all of the Independent Distributor's marketing organization or downline;
- h) Involuntary termination of the offender's Independent Distributor Agreement;
- i) Any other measure expressly allowed within any provision of the Agreement or which wowgreen deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Independent Distributor's policy violation or contractual breach; or
- j) In situations deemed appropriate by wowgreen, the Company may institute legal proceedings for monetary and/or equitable relief.

9.2 - Grievances and Complaints

When an Independent Distributor has a grievance or complaint with another Independent Distributor regarding any practice or conduct in relationship to their respective wowgreen businesses, the complaining Independent Distributor should first report the problem to his or her Sponsor who should review the matter and try to resolve it with the other party's upline sponsor. If the matter involves interpretation or violation of Company policy, it must be reported in writing to the Distributor Relations Department at the Company. The Distributor Relations Department will review the facts and attempt to resolve it. If it is not resolved, it will be referred to the Dispute Resolution Board for final review and determination.

9.3 - Dispute Resolution Board

The purpose of the Dispute Resolution Board is to: (1) review appeals of disciplinary sanctions; and (2) review matters between wowgreen Independent Distributors. After the response or settlement instituted by Distributor Relations has been denied or otherwise remains unresolved, the Dispute Resolution Board reviews evidence, deliberates, and responds to current outstanding issues on a collective basis.

An Independent Distributor may submit a written request for a telephonic or in-person hearing within seven business days from the date of: (1) the written notice by wowgreen of disciplinary action; or (2) the written decision of Distributor Relations regarding disputes between Independent Distributors. All communication with wowgreen and the Independent Distributor seeking resolution of a dispute must be in writing. It is within the Dispute Resolution Board's discretion whether a claim is accepted for review. If the Dispute Resolution Board agrees to review the matter, it shall schedule a hearing within 30 days of receipt of the Independent Distributor's written request. All evidence (e.g., documents, exhibits, etc.) that an Independent Distributor desires to have considered by the Dispute Resolution Board must be submitted to wowgreen no later than seven business days before the date of the hearing. The Independent Distributor shall bear all of the expenses related to his or her attendance and the attendance of any witnesses he or she desires to be present at the hearing. The decision of the Dispute Resolution Board will be final and subject to no further review, except as provided in

Sections 9.4 and 9.5 below. During the pendency of the claim before the Dispute Resolution Board, the Independent Distributor waives his or her right to pursue arbitration or any other remedy.

Following issuance of a disciplinary sanction, the disciplined Independent Distributor may appeal the sanction to the Dispute Resolution Board. The Independent Distributor's appeal must be in writing and received by the Company within 15 days from the date of wowgreen's notice of the disciplinary sanction. If the appeal is not received by wowgreen within the 15 day period, the sanction will be final. The Independent Distributor must submit all supporting documentation with his or her appeal correspondence. If the Independent Distributor files a timely appeal of a disciplinary sanction, the Dispute Resolution Board will review and reconsider the sanction, consider any other appropriate action, and notify the Independent Distributor in writing of its decision.

9.4 - Mediation

Prior to instituting any arbitration as provided in Section 9.5 below, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator's fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorney fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Southfield, Michigan and shall last no more than two business days.

9.5 - Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Independent Distributors waive all rights to trial by jury or by any court. All arbitration proceedings shall be held in the City of Southfield, Michigan unless the laws of the state in which an Independent Distributor resides expressly require the application of its laws, in which case the arbitration shall be held in the capital of that state. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Association provides. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Notwithstanding the foregoing, nothing in these Policies and Procedures shall prevent wowgreen from applying to and obtaining from any court having jurisdiction a writ of

attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect wowgreen's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

9.6 - Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Oakland County, State of Michigan. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of Michigan shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the mediation and arbitration provisions in Sections 9.4 and 9.5, residents of the State of Louisiana shall be entitled to bring an action against wowgreen in their home forum and pursuant to Louisiana law.

SECTION 10 - PAYMENT AND SHIPPING

10.1 - Restrictions on Third Party Use of Credit Cards and Checking Account Access

An Independent Distributor shall not permit other Independent Distributors or Preferred Customers to use his or her credit card, or permit debits to his or her checking accounts, to enroll or to make purchases from the Company.

10.2 – Sales Taxes

In designing the wowgreen opportunity, one of our guiding philosophies has been to free Independent Distributors from as many administrative, operational, and logistical tasks as possible. In doing so, Independent Distributors are free to concentrate on those activities that directly affect their incomes, namely product sales and enrollment activities. To these ends, wowgreen relieves Independent Distributors of the burdens of collecting and remitting sales taxes, filing sales tax reports, and keeping records relative to sales taxes.

By virtue of its business operations, wowgreen is required to charge sales taxes on all purchases made by Independent Distributors and Preferred Customers, and remit the taxes charged to the respective states. Accordingly, wowgreen will collect and remit sales taxes on behalf of Independent Distributors, based on the suggested retail price of the products, according to applicable tax rates in the state or province to which the shipment is destined. If an Independent Distributor has submitted, and wowgreen has accepted, a current Sales Tax Exemption Certificate and Sales Tax Registration License, sales taxes will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities shall be on the Independent Distributor. Exemption from the payment of sales tax is applicable only to orders which are shipped to a state for which the proper tax exemption papers have been filed and accepted. Applicable sales taxes will be charged on orders that are drop-shipped to another state. Any sales tax exemption accepted by wowgreen is not retroactive.

SECTION 11 INACTIVITY, RECLASSIFICATION, & CANCELLATION

11.1 - Effect of Cancellation

So long as an Independent Distributor remains active and complies with the terms of the Independent Distributor Agreement and these Policies and Procedures, wowgreen shall pay commissions to such Independent Distributor in accordance with the Marketing and Compensation Plan. An Independent Distributor's bonuses and commissions constitute the entire consideration for the Independent Distributor's efforts in generating sales and all activities related to generating sales (including building a Marketing Organization). Following an Independent Distributor's non-renewal of his or her Independent Distributor Agreement, cancellation for inactivity, or voluntary or involuntary cancellation of his or her Independent Distributor Agreement (all of these methods are collectively referred to as "cancellation"), the former Independent Distributor shall have no right, title, claim or interest to the Marketing Organization which he or she operated, or any commission or bonus from the sales generated by the organization. **An Independent Distributor whose business is cancelled will lose all rights as an Independent Distributor. This includes the right to sell wowgreen products and services and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Independent Distributor's former Marketing Organization. In the event of cancellation, Independent Distributors agree to waive all rights they may have, including but not limited to property rights, to their former Marketing Organization and to any bonuses, commissions or other remuneration derived from the sales and other activities of his or her former Marketing Organization.**

Following an Independent Distributor's cancellation of his or her Independent Distributor Agreement, the former Independent Distributor shall not hold himself or herself out as a wowgreen Independent Distributor and shall not have the right to sell wowgreen products or services. An Independent Distributor whose Independent Distributor Agreement is canceled shall receive commissions and bonuses only for the last full pay period he or she was active prior to cancellation (less any amounts withheld during an investigation preceding an involuntary cancellation).

11.2 Cancellation Due to Inactivity

If an Independent Distributor has not earned a commission for six consecutive months (and thus becomes "inactive"), his or her Independent Distributor Agreement shall be canceled for inactivity. The Independent Distributor will then be reclassified as a Preferred Customer and entitled to purchase products at Preferred Customer Prices, as specified in Section 11.3.

11.3 Reclassification Following Cancellation Due to Inactivity

If an Independent Distributor does not earn a commission or bonus for six consecutive months, his or her Independent Distributor Agreement will be cancelled for inactivity and the former Independent Distributor shall be reclassified as a Preferred Customer. If he or she is on the Company's Autoship program, the Autoship agreement shall remain in force and the former Independent Distributor shall be reclassified as a Preferred Customer.

11.4 Involuntary Cancellation

An Independent Distributor's violation of any of the terms of the Agreement, including any amendments that may be made by wowgreen in its sole discretion, may result in any of the sanctions listed in Section 9.1, including the involuntary cancellation of his or her Independent Distributor Agreement. Cancellation shall be effective on the date on which written notice is

mailed, faxed, or delivered to an express courier for delivery to the Independent Distributor's last known address (or fax number), or to his/her attorney, or when the Independent Distributor receives actual notice of cancellation, whichever occurs first.

wowgreen reserves the right to terminate all Independent Distributor Agreements upon thirty (30) days written notice in the event that it elects to: (1) cease business operations; (2) dissolve as a corporate entity; or (3) terminate distribution of its products via direct selling.

11.5 Voluntary Cancellation

A participant in this network marketing plan has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address. The written notice must include the Independent Distributor's signature, printed name, address, and Independent Distributor I.D. Number. If an Independent Distributor is on the Autoship program, the Distributor's Autoship Agreement shall continue in force and the former Independent Distributor shall be reclassified as a Preferred Customer, unless the Independent Distributor also specifically requests that his or her Autoship Agreement also be canceled.

11.6 Non-renewal

A Distributor may also voluntarily cancel his or her Distributor Agreement by failing to renew the Agreement on its anniversary date. The Company may also elect not to renew a Distributor's Agreement upon its anniversary date.

12 DEFINITIONS

Active Independent Distributor — A Distributor who satisfies the minimum Personal Sales Volume requirements, as set forth in the wowgreen Marketing and Compensation Plan, to ensure that he or she is eligible to receive bonuses and commissions for a particular month.

Agreement — The contract between the Company and each Independent Distributor includes the Independent Distributor Application and Agreement, the wowgreen Policies and Procedures, the wowgreen Marketing and Compensation Plan, and the Business Entity Registration Form (where appropriate), all in their current form and as amended by wowgreen in its sole discretion. These documents are collectively referred to as the "Agreement."

Back door page – Pages, which are not viewable to the public that are used to optimize a site's hierarchy on a search engine.

Banner Ad - A web banner or banner ad is a form of advertising on the World Wide Web. This form of online advertising entails embedding an advertisement into a web page. It is intended to attract traffic to a website by linking to the website of the advertiser.

Basic Active Independent Distributor – Independent Distributor who has \$75 Personal Bonus

Volume or purchases a personal Autoship volume of \$50 Bonus Volume in any 4-consecutive week period. Higher qualifications may apply to qualification for some bonuses.

Blog - Short for Web log, a blog is a Web page that serves as a publicly accessible personal journal for an individual. Typically updated daily, blogs often reflect the personality of the author.

Cancel — The termination of an Independent Distributor’s business. Cancellation may be either voluntary, involuntary, through non-renewal or inactivity.

Chat room - A site on the internet where a number of users can communicate in real time (typically one dedicated to a particular topic) (e.g. Yahoo chat, Skype chat, MSN instant messenger).

Downline Activity Report — A report generated by wowgreen that provides critical data relating to the identities of Independent Distributors, sales information, and enrollment activity of each Independent Distributor’s Marketing Organization. This report can be accessed by Independent Distributors and contains confidential and trade secret information which is proprietary to wowgreen.

Downline Team — Each one of the individuals enrolled immediately underneath you and their respective Marketing Organizations represents one “team” in your Marketing Organization.

Enroller — An Independent Distributor who influences, solicits, or otherwise assists a new Independent Distributor or Preferred Customer to join wowgreen, and is listed as the Enroller on the Independent Distributor or Preferred Customer Application and Agreement. An Enroller may or may not be the Sponsor of a new Independent Distributor. If an Enroller fails to designate a Sponsor, the company will select a Sponsor for the new Independent Distributor.

Fully Active Independent Distributor – Independent Distributor who has \$100 Personal Bonus Volume or purchases a personal Autoship volume of \$75 Bonus Volume in any 4-consecutive week period (now eligible for Check Match bonuses).

Green Distributor Kit — A selection of wowgreen training materials and business support literature that each new Independent Distributor is required to purchase. The Green Distributor Kit is sold to Independent Distributors at a price of \$59.00 plus applicable shipping and handling.

Hyperlink - A hyperlink, more commonly called a link, is an electronic connection between one web page to either other web pages on the same web site or web pages located on another web site. More specifically, a hyperlink is a connection between one page of a hypertext document to another.

Immediate Household — Heads of household and dependent family members residing in the same house.

Level — The layers of downline Preferred Customers and Independent Distributors in a

particular Independent Distributor's Marketing Organization. This term refers to the relationship of an Independent Distributor relative to a particular upline Independent Distributor, determined by the number of Independent Distributors between them who are related by sponsorship. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then E is on A's fourth level.

Link - A navigation element in a Web site that takes you to another place in the site or to another site altogether.

Marketing Organization — The Preferred Customers and Independent Distributors sponsored below a particular Independent Distributor.

Message boards or forums - is an online discussion site. It is the modern equivalent of a traditional bulletin board, and a technological evolution of the dialup bulletin board system. From a technological standpoint, forums or boards are web applications managing user-generated content.

Meta-tag or tag - A specific kind of HTML tag that contains information not normally displayed to the user. Meta-tags contain information about the page itself, hence the name ("meta" means "about this subject"). Typical uses of Meta-tags are to include information for search engines to help them better categorize a page. Meta-tags can be seen in a page by viewing the page's source code.

Official wowgreen Material — Literature, audio or video tapes, and other materials developed, printed, published and distributed by wowgreen to Independent Distributors.

Personal Bonus Volume – Personal Bonus Volume is the combined BV assigned to products purchased by your retail customers along with your personal products purchased for resale or personal consumption.

Personal Production — Moving wowgreen products or services to an end consumer for personal use.

Preferred Customer –Joining our Preferred Customer Program is Free just by registering online through the website of any authorized company Independent Distributor. Each Preferred Customer may purchase products at a special discount of 20% off suggested retail. There is no fee to become a Preferred Customer, provided that you purchase an initial order of our Green Your Home Pack and are on auto ship of any amount every other month. They will also receive periodic product specials available only to Preferred Customers and Independent Distributors.

Rank — The “title” that an Independent Distributor has achieved pursuant to the wowgreen Marketing and Compensation Plan.

Recruit — For purposes of wowgreen's Conflict of Interest Policy (Section 4.9), the term “recruit” means the actual or attempted sponsorship, solicitation, enrollment, encouragement, or effort to influence in any other way, either directly, indirectly, or through a third party, another wowgreen Independent Distributor or Preferred Customer to enroll or participate in another

multilevel marketing, network marketing or direct sales opportunity. Except in California, the foregoing conduct constitutes recruiting even if the Independent Distributor's actions are in response to an inquiry by another Independent Distributor or Preferred Customer.

Resalable — Products and Sales aids shall be deemed "Resalable" if each of the following elements is satisfied: 1) they are unopened and unused; 2) packaging and labeling has not been altered or damaged; 3) they are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; 4) they are returned to wowgreen within one year from the date of purchase; and 5) the product contains current wowgreen labeling. Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item, shall not be Resalable.

Retail Customer — An individual or entity that purchases wowgreen products or services, but who is not an Independent Distributor, or an immediate household family member of an Independent Distributor.

Retail Sales — Sales to a Retail Customer either directly by an Independent Distributor or when registered as such through the Independent Distributor's wowgreen replicated website. An Independent Distributor's personal purchases from wowgreen do not constitute Retail Sales.

Social networking sites - The online profile page offered with membership on a social networking site. Used to allow others to see your interests and connect with others of like interests (e.g. LinkedIn.com, Twitter.com, Facebook.com, myspace.com, ryze.com).

Social search site - A type of search engine that determines the relevance of search results by considering the interactions or contributions of users. Example forms of user input include social bookmarking or direct interaction with the search results such as promoting or demoting results the user feels are more or less relevant to their query. Social search takes many forms, ranging from simple shared bookmarks or tagging of content with descriptive labels to more sophisticated approaches that combine human intelligence with computer algorithms.

Sponsor — An Independent Distributor who enrolls a Preferred Customer or another Independent Distributor into the Company, and is listed as the Sponsor on the Independent Distributor Application and Agreement. The act of enrolling others and training them to become Distributors is called "sponsoring."

Total Group Bonus Volume – All Qualification Volume created downline in the Independent Distributor's team to unlimited depth.

Upline — This term refers to the Independent Distributor or Independent Distributors above a particular Independent Distributor in a sponsorship line up to the Company. Conversely stated, it is the line of sponsors that links any particular Independent Distributor to the Company.

Web site - The pages of HTML, graphics, images, video and audio, databases, or other media assets accessible via the World Wide Web at any given URL. For the purposes of this document,

this definition specifically excludes blogs, social networking sites, chatrooms, bulletin boards, forums, twitter, and other subscription-based sites.

wowgreen Independent Distributor – Any person that purchases a Green Distributor Kit.