



POLICIES AND PROCEDURES

FOR ALL
AWARENESS CORPORATION /
AWARENESSLIFE WORLDWIDE
DISTRIBUTORS

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Agreement, and the termination of this Agreement results in the automatic and immediate termination of a Distributor's distributorship with the Company.

I. General

This "Awareness Distributor Agreement/Awareness Policies and Procedures" (the "Policies & Procedures"), is a primary legal document that along with the other documents that comprise the "Agreement," as defined below, sets out the legal and business relationship between each Awareness Distributor ("Distributor" or "you") with Awareness Corporation (the "Company").

Each Distributor is responsible for reading, understanding and fully complying with all of the terms and conditions of the Policies & Procedures, and as may be changed, amended or modified (collectively, "changed" and "changes") from time to time, regardless of whether the Company the Company provides notice of changes. The Company may make such changes to the Policies & Procedures, as it deems necessary. When the Company makes changes to the Policies and Procedures and posts them on the Company website, each Distributor is immediately and automatically bound by such changes and is deemed to have received actual legal notice of such changes immediately on their posting online.

Distributors therefore should familiarize themselves and are required to fully comply with all of the current Company Policies & Procedures. It is the responsibility of each Distributor to frequently read and understand the Policies & Procedures to ensure compliance under the most current version. Each Distributor is also responsible for ensuring that his or her sponsored distributors read and understand the most current version of the Policies & Procedures.

The Company requires each and every Distributor of the Company to adhere to all relevant statutes, laws, regulations, and ordinances and each provision of this Agreement. Company reserves the right to take any and all actions that are deemed necessary to determine and ensure compliance by each Distributor with these Policies & Procedures.

As used in the Policies & Procedures, the following terms have the following meanings:

1. "Downline": the Distributors directly under you in your genealogy. All Distributors for whom you are the sponsor are in your Downline.
2. "Upline": the Distributors directly above you in your genealogy. Your sponsor is in your Upline.
3. Sponsor: the person you have chosen or is assigned to you (if you have not chosen one) to be your "sponsor" as defined in these Policies & Procedures.
4. "Company Products": the products offered for marketing and sale by the Company.

II. Purpose of Policies & Procedures

These Policies & Procedures in their present form and as changed from time to time, is incorporated into, and forms an integral part of the agreement between the Company and each Distributor. Whenever the term "Agreement" is used in these Policies & Procedures, it refers collectively to the following documents: the Distributor Application, the Terms & Conditions, the Policies & Procedures, and the Compensation Plan. These documents are incorporated by reference into the Agreement all in their current form, as amended from time to time by the Company.

You hereby acknowledge and agree that your submission to the Company of a Distributor Application, either by facsimile, email, online, or through the postal services, or by any other means, shall constitute conclusive evidence of your unconditional acceptance of the terms and conditions of the Agreement and your agreement to be bound by all of such terms and conditions.

Each new version of the Policies & Procedures completely replaces and extinguishes the prior version. By clicking "I Agree" in the Terms and Conditions section of the Distributor Agreement, or by placing any product orders with the Company, or receiving any payment under any Company compensation plan, or by using any Company software or web site, you are agreeing to be bound by all terms and conditions of each new version of the Policies & Procedures while you are an Awareness Distributor. Distributors shall be bound by all of the terms and conditions of the version of the Policies and Procedures that is posted online at the time of the termination, suspension or resignation of the Distributor.

The voluntary or involuntary termination of a Distributor's distributorship with the Company results in the automatic and immediate termination of this

A. Ethics Compliance and Applicable Laws

The Company requires its Distributors to conduct themselves with the highest ethics and integrity. Each Distributor hereby warrants and represents that he or she has never been convicted of a felony, charged with any crime involving moral turpitude or acts of dishonesty, or violated any court order, or was found by a court of competent jurisdiction to have engaged in fraud, in a deceptive or unfair trade practice, or in false advertising. If a question arises regarding the propriety of a Distributor's current or past conduct, which conduct might reflect negatively on the Company or present a potential danger to other Distributors or the Company, the Company shall be notified immediately so that appropriate action in the sole discretion of the Company may be taken.

Each Distributor shall abide by all federal, state, county and local laws, regulations and ordinances and shall conduct the Company business with the utmost integrity and honesty. The making of false or misleading statements regarding the Company, or its products, services, employees, or officers or regarding other Distributors shall be grounds for immediate termination by the Company of the relationship between the Company and the Distributor, and the Company shall be entitled to all remedies available to it in law and in equity available to it from the breach by a Distributor of this condition.

B. Changes to Application, Terms and Conditions, Policies and Procedures and Downline Genealogy

Because federal, state, international, and local laws, as well as the business environment, periodically change, the Company reserves the right, in its sole and absolute discretion, to change the Agreement from time to time. All changes to the Agreement shall be deemed effective as of the moment of the posting of the changed version on the Company website. Notification of changes may be posted on the Company web site (at www.awarenesslife.com) for immediate access by all Distributors and prospective Distributors. The Company, however, is not obligated to notify Distributors of any such changes or the postings thereof, and therefore each change shall be effective when posted even if the Company does not notify you of the change.

You acknowledge and agree to the Company's right to change the Agreement, acknowledge your responsibility to regularly and carefully monitor the Agreement as posted on the Company website, and agree to be bound by all changes to the Agreement. Continued activity in the Company by a Distributor after the Company has posted any change or notice of change, or the acceptance of any compensation under any Company Program, including bonuses or commissions, or by using any Company software or web site, also constitutes actual notice and acceptance of any and all changes.

Company reserves the right to change, alter, modify and/or delete the existing downlines or uplines of Individual Distributors for any reason it deems sufficient under the circumstances. Company may make such changes without notification to any Distributors and without notification to and Distributors that may be affected by such changes. Distributors herein acknowledge and agree to waive any claim against Company for the making of such changes. Distributors acknowledge that they have no ownership interest in any downlines or uplines under these Policies and Procedures.

C. Delays

The Company shall not be responsible for any delays or failures in performance of its duties under the Agreement caused directly or indirectly by circumstances beyond the reasonable control of the Company, such as but not limited to, third party delays (such as delays by product manufacturers in making or delivering product), product recalls, transportation or other shipping or delivery delays, strikes, labor unrest, civil disturbance, war, fire, floods, death, natural disasters, computer errors or failure, the negligence or intentional acts of persons not within the Company's control, curtailment of source of supply or company's inability to obtain raw materials, product or packaging, and governmental decrees or orders.

You acknowledge and agree that the Company accordingly does not guarantee and shall have no liability of any kind for any delays in shipping or delivering products or making compensation payments, commencing new marketing programs, giving approvals, or completing any other performance. You hereby waive all rights to commence or maintain any legal action against the Company for any delays in regard to the Company's business, regardless of duration or cause of such delays, and despite whatever economic losses or damages to you or other Distributors result from such delays.

D. Provisions Severable

If any provision of the Agreement, in its current form or as it may be changed, 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 and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement. A court of competent jurisdiction shall have the right and authority to strike any such invalid portion and to construe and enforce the remaining provisions.

E. Company Ownership of Downline, Genealogy and Customer Information

All Distributors acknowledge Company's sole and exclusive ownership of all of the identities, addresses, telephone numbers, email addresses and all other contact and personal information of all Distributors and customers in all Downlines (collectively, "Downline Information"), and that all such Downline Information is proprietary and confidential to the Company. Each Distributor waives his or her right to claim any rights of any kind in any Downline Information, including the waiver of his or her right to use any Downline Information for contacting Distributors or customers for any purpose other than approved Awareness business.

The sole exceptions to the foregoing is that a Distributor has the right to contact any Distributor or customer that was identified to Awareness in the initial Application by a new Distributor as being a "pre-existing personal contact" of that Distributor prior to his or her joining Awareness, or, in the case of Distributors who have submitted an Application prior to the effective date of this version of the Policies & Procedures can prove that any such person was a friend, family member or prior customer of that Distributor (collectively, a "Pre-existing Contact").

F. Limited Use of Downline Information by Distributors ("Downline" Genealogy); Prohibition of Use on Termination, Resignation or Suspension

Distributors have no rights of any kind in any Downline Information except as provided in this Agreement. Specifically, Distributors are only granted a limited, non-exclusive, revocable license and permission to use the Company's proprietary Downline Information solely during the duration of their business relationship with Company and only for Company-related business. This limited license and permission terminates immediately with the voluntary or involuntary termination of a Distributor or upon suspension of that Distributor.

Distributors do not have the right to maintain or store any Downline Information in any computer or other electronic, print or other media, or to make copies of any pages of any online "office" made available by the Company to the Distributor. In no event may any terminated Distributor (whether voluntarily or involuntarily terminated) or any customer have or take possession or custody of, or use for any purpose any Downline Information. Distributors who are terminated or who resign the Company shall destroy any and all copies of any materials, whether in print, electronic record, other format or media, that contain any Downline Information upon such Distributor's voluntary or involuntary termination from the Company.

Under no circumstances shall a Distributor have a right to contact any Awareness Distributors following the voluntary or involuntary termination of the Distributor from the Company. You hereby acknowledge and agree that any unauthorized possession or use of any Downline Information by You following your voluntary or involuntary termination shall be deemed, *inter alia*, intentional trade secret misappropriation and conversion, and that any unauthorized contact of any Distributor or customer by You shall be deemed, *inter alia*, unfair competition with the Company as well as an intentional tortious interference with the Company's business relationships with its distributors and customers.

You agree that any such violation shall entitle the Company to be awarded immediate injunctive relief against such unlawful activity, without the necessity of the Company's having to post a bond, in federal or state court, and to obtain all other available legal and equitable remedies. You hereby acknowledge that your engaging in any of unauthorized activities described in this subparagraph shall cause damage and immediate irreparable harm to the Company. All of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

G. Prohibition Against Soliciting Distributors and Customers.

Distributors are prohibited from soliciting or communicating with any other Distributors or customer of Awareness products for any commercial purpose for a period of three (3) years following the involuntary or voluntary termination of their distributorships, unless such person(s) contacted were "Pre-existing

contacts" as defined in this Agreement. Further, Distributors are expressly prohibited while an Awareness Distributor and thereafter from contacting any Downline Distributors for purposes of soliciting them to buy or sell other companies' products or services or to recruit for or notify them about participation in any other business or marketing program whether or not for a business that is competitive with Company, and regardless of the type of product or service offered. You hereby acknowledge and agree that any violation by You of any of these prohibitions shall be deemed, *inter alia*, intentional trade secret misappropriation and conversion, and unfair competition with the Company as well as an intentional tortious interference with the Company's business relationships with its distributors and customers. You agree that any such violation shall entitle the Company to be awarded immediate injunctive relief against such unlawful activity, without the necessity of the Company's having to post a bond, in federal or state court, and to obtain all other available legal and equitable remedies. You hereby acknowledge that your engaging in any of unauthorized activities described in this subparagraph shall cause damage and immediate irreparable harm to the Company. All of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

H. Prohibition Against Reverse Engineering of Company Products

Distributors acknowledge and agree that the recipes and formulations of Company Products are valuable trade secrets of the Company. Accordingly, you acknowledge and agree that you shall not reverse engineer, directly or indirectly, any Company product. You also hereby acknowledge that your engaging in any of unauthorized activities described in this subparagraph shall cause damage and immediate irreparable harm to the Company. All of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

I. Limited Use "License" Of Awareness Genealogy Software and Other Company Materials

The Company's software programs, all genealogy and other reports, all Company website content and software, and all Company marketing, promotional and other business-related materials, in whatever media or form, and any and all other materials that are "original works of authorship" as defined under US and international copyright laws now or later in existence, are all protected by Copyright and other laws throughout the world ("Company Materials"). Distributors have no rights of any kind in such Company Materials except as permitted under this Agreement, namely the limited, non-exclusive, revocable license and permission to use such Company Materials for Company-related business during the time the Distributor is an authorized Distributor. The foregoing license and permission terminates immediately upon the voluntary or involuntary termination of this Agreement for any reason.

No Distributor can use the Company electronic offices ("Aware-offices") or other software unless he or she has first registered with the Company to use and access such software. All information contained or entered into the Company's software or hosted system, including into any Aware-office, shall become the sole and exclusive property of the Company, including all Downline Information. You acknowledge and agree that all Company Materials are the sole and exclusive property of the Company. You acknowledge and agree that no Distributor has the right to enter any Downline Information or other Company information or Company Materials into any software program, database, server or other media other than Company supplied media, namely, the Distributor's Aware-office entered through a Company website. You shall use your best efforts to protect and keep confidential any and all Downline Information and other Company proprietary information and trade secrets used by you, and your employees, and/or agents and your downline Distributors, and you further agree that you shall never use Company Materials for any non-Company related purpose.

You further acknowledge and agree that for every violation or breach of the terms of this paragraph, as well as for breaches of Paragraphs F, G, H, J and K of these Policies & Procedures, the Company shall be entitled to liquidated damages of \$10,000.00 in any civil proceeding commenced by the Company under this Paragraph in addition to all other remedies available to the Company. You agree that this amount is fair and reasonable, and is not a penalty. You also agree that all of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

J. Prohibition on Using Company Email System, etc.

Distributors shall not use the Company's email system, Aware-office, or any other company system, software, or communication process or system to promote the products of any other company or to solicit other Distributors to sell or market any other company's products or to join another company's

compensation program or for any other purpose not expressly authorized by the Company. You agree to the foregoing prohibition. You further agree that any violation of any of the foregoing terms and conditions shall entitle the Company to be awarded immediate injunctive relief against such unlawful activity, without the necessity of the Company's having to post a bond, in federal or state court, and to obtain all other available legal and equitable remedies.

You hereby acknowledge and agree that your engaging in any of unauthorized activities described in this subparagraph shall cause damage and immediate irreparable harm to the Company. All of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

K. Spamming Prohibited

The unauthorized distribution or transmission of any non-Company information or other content to any Distributor or customer by a Distributor, or any distribution or transmission of any content or Downline Information or Company Material by a former Distributor to anyone, including any Distributor or customer shall constitute illegal spamming and shall be actionable by the Company under federal or state criminal and civil anti-spam statutes and other relevant laws and shall subject the person sending such spam to all penalties available for said violations, including termination.

Company shall have the right to charge the offending Distributor or former Distributor with damages in the amount of One thousand dollars (\$1,000.00) per offense per spam message sent, in addition to the right to seek any and all other legal and equitable remedies available for such violation.

Any violation of any of the foregoing terms and conditions shall entitle the Company to be awarded immediate injunctive relief against such unlawful activity, without the necessity of the Company's having to post a bond, in federal or state court, and to obtain all other available legal and equitable remedies. You hereby acknowledge that your engaging in any of unauthorized activities described in this subparagraph shall cause damage and immediate irreparable harm to the Company. All of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

L. Prohibited Distributor Interaction with Awareness Employees

While Awareness Corporation desires that its Distributors and Company employees enjoy a cordial, professional relationship, it is an obligation on the part of Distributors to avoid creating any actual or potential conflict of interest between Company employees and the Company through improper gratuities or other social interaction between those employees and the Distributor. Any violation of these rules by a Distributor subjects that Distributor to immediate termination of their Distributorship.

As such Distributors must refrain from:

1. Providing any gratuities, courtesies or gifts in any form whatsoever to Company employees, including providing Company employees with product discounts.
2. Engaging in any business activity with the employee or his/her immediate family members, even if such Activity does not involve their Awareness business.
3. Engaging in non-work setting social interaction, i.e. inviting employees to parties, dinners or other social activities hosted or sponsored by the Distributor or his/her family.
4. Soliciting employees, their family or friends into their Awareness distributor Downlines or as customers.
5. Offering employees employment with their Awareness business or other family business.
6. Exchanging personal information, including the employees phone numbers and/or email addresses.
7. Engaging in communications with employees during non-business hours at the employee's residence.

III. Confidential Information/Non-Disclosure

The Company will supply limited and proprietary data processing and reporting information to Distributors regarding their personal Downline sales organization only. The Distributor agrees that all such information, including all Downline Information and all Company Materials identified as being "confidential," is proprietary and confidential to the Company, and it is transmitted to the Distributor in confidence, for the sole purpose of assisting the Distributor in building his or her Awareness business ("Company Confidential Information").

You acknowledge that the use of the term "your business" or similar terminology is a term of art and does not result in the granting to you of any rights in any Company Materials, Downline Information or any other Company property. You agree that you shall not disclose any Company Confidential Information, whether or not received initially from the Company, to any other person, firm, entity, or corporation, or use any Company Confidential Information for any unapproved purpose. Distributors retain no right to possess or use any such Company Confidential Information for any reason following the termination of this Agreement for any reason.

Genealogy reports, Downline Information, Company Confidential Information and/or mailing labels are released to the Distributors only for supporting their Awareness business during the pendency of their distributorship. Distributors agree to destroy all materials containing Company Confidential Information in their possession, custody or control, including all Downline Information immediately following termination of their distributorships. You hereby agree to the terms of confidentiality in these Policies & Procedures, and agree to fully comply with your ethical obligations, which include respecting the wishes of Downline leaders with respect to communications with their individual Downline members. Any Distributor found to be in violation of these rules is subject to suspension and termination. Any violation of any of the foregoing terms and conditions shall entitle the Company to be awarded immediate injunctive relief against such unlawful activity, without any necessity of the Company's posting a bond, in federal or state court, in addition to all other legal and equitable remedies. Each Distributor hereby acknowledges that his or her engaging in any of unauthorized activities described in this subparagraph shall cause damage and immediate irreparable harm to the Company. All of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

IV. Ethical Guidelines

As a Distributor of the Company Products, You agree to conduct business according to the following ethical guidelines:

1. I will honor the Company Distributor guarantee with all of my customers.
2. I will be fair and honest in all my transactions as a Company Distributor, and will earn my bonuses and/or commissions while adhering to ethical practices which include, but are not limited to:
 - a) Customer/Distributor product orders will be placed on the account designated for that Customer/Distributor only;
 - b) New Distributors will be fully educated by their Sponsor on the rules governing Distributorship, including the Policies and Procedures/ Terms and Conditions, and how they apply to Distributors; and
 - c) Distributor applications will contain accurate information regarding the New Distributor, including a valid Tax ID Number, phone number, and E-Mail address.
3. I will make NO representations or statements regarding the nature or efficacy for any of the Company Products if such statements are not contained in official Company literature.
4. I will not make specific or potential income claims, representations, or projections.
5. I will emphasize that the financial success of the Company Distributor/ Distributor depends upon that Distributor's individual effort, dedication, and the training and the supervision that a Distributor provides to his or her Downline.
6. I will be polite and respectful to everyone I contact regarding my business and the Company products, as to enhance the positive reputation of the Company.
7. I will become familiar with, and abide by, the Agreement, as well as all relevant local, state, provincial and federal statutes, rules and regulations.
8. I will fulfill my leadership duties as a Sponsor, including training and supporting the Distributors in my Downline.
9. I have had NO prior charges of conduct involving moral turpitude lodged against me.

In the event that an alleged violation of any of these guidelines by you is brought to the attention of the Company and is confirmed, disciplinary action may include, but, is not limited to suspension and/or subsequent termination as outlined in Section XX "Conduct and Obligations" hereof.

V. Indemnity Agreement

Distributors shall safeguard and promote the positive reputation of the Company and its products, and shall refrain from any conduct that might be harmful to such reputations throughout the entire duration of their relationship with the Company. Distributors shall avoid all discourteous, deceptive, misleading, unethical, and immoral conduct or practices while in association with the Company and its products.

Distributors found to be engaged in such practices will be subject to disciplinary action, including termination of their Distributorship, and shall be liable for any and all resulting damage to the Company. You agree to hold harmless and indemnify the Company for any claims, damages, or liabilities arising out of the Distributor's business practices, representations, advertising, or actions that create any liability for the Company, whether civil or criminal, including regulatory or government fines or penalties.

VI. Application Process

To become a Distributor an applicant is required to complete a Distributor Application and Agreement form in its entirety. The Application and Agreement form must be filled out accurately, completely, and signed by the applicant personally. You may register to become a Distributor with the Company as follows:

By calling the Company order line (1-800-69AWARE), completing a Distributor Application online through the Company web site: www.awarenesslife.com, or simply by faxing (1-800-772-7112) or mailing in a Distributor Application to the Corporate Office at 25 Arizona Place, Suite 320, Chandler Corporate Plaza, Chandler, Arizona 85225.

In the event that a Distributor applicant applies over the phone or by using the Company web site, the original signed hard copy of the application must be mailed to the Company within forty-five (45) calendar days of registration or the contract will be considered a voluntary termination.

If there are any discrepancies between the information located in the applicant's computer file and the original Application and Agreement, the written Application and Agreement will prevail. A prospective Distributor cannot participate in the Company marketing plan or receive any commissions or bonuses until an Application has been submitted and accepted by the Company.

As part of the application process You have the right to choose a sponsor. In doing so, certain professional courtesy rules apply. Please read Section X thoroughly regarding the right to choose your sponsor and professional courtesy. Please note that Distributors are NOT PERMITTED OR ALLOWED TO CHANGE THEIR SPONSORS OR POSITIONS IN THEIR GENEALOGY FOR ANY REASON WHATSOEVER AT ANY TIME. This applies individually, exclusively, and independently to a Distributor's distributorships under the "Prosperity Income Plan."

VII. Eligibility Requirements

A. Minimum Age Requirement

All Company Distributors must be of the legal age of majority in their state or province of residence.

B. Tax Identification Numbers

All Distributors applying as individuals are required to submit, for tax reporting purposes, their Social Security Number (SSN) or Social Insurance Number (SIN). If a Distributor is applying as a business, the Federal Tax Identification Number (in US only) or Goods and Services Tax (GST) Number (in Canada only) must be used. If a Distributor does not supply the proper tax reporting information, his/her commission and bonus checks will not be paid. All year end Form 1099s and T-4s will be issued in the name of the Distributor. If the Distributor prefers that the Form be issued in an entity name, the Distributor must provide the Company corporate office with the appropriate legal documentation to support the existence and good standing of the entity and the Distributor's affiliation with the entity. Such documentation must be submitted to Awareness Corporation, Distributor Services at 25 Arizona Place, Suite 320, Chandler Corporate Plaza, Chandler, Arizona 85225 prior to the last day of the reporting calendar year end.

C. Prohibition against Multiple Distributorships

Distributors are allowed to obtain only one distributorship per household and may only have one distributorship corresponding to their individual Tax ID or Social Security number. They may opt to hold their one distributorship as an individual or in a partnership or corporation form but may not obtain or maintain more than one distributorship at a time regardless of the form of business ownership of that distributorship. The Company reserves the right to immediately terminate all Distributorships held in violation of this rule, regardless of their form of ownership. (See the one exception to this rule prohibiting ownership of multiple distributorships- in Section VIII-A-Marriage).

D. Partnerships, Corporations and Trusts

If an applicant prefers to apply as a corporation or partnership, the Company must receive a copy of the articles of incorporation or partnership agreement, including the SIN/SSN and a signed Application and Agreement for each partner, shareholder, director, and/or officer involved in the corporation or partnership. The corporation or partnership must disclose all general and limited partners, directors, officers, and/or shareholders. A partner in any such entity cannot have an interest in any Downline other than the Downline of the applying corporation or partnership. All such legal documentation must be included with the original Application and Agreement. The Company in its sole discretion may request additional supporting documentation. The Application and Agreement will not be processed without the submission of all required documentation. Each partner, director, shareholder, or officer of an applicant entity must agree to be personally bound by the Agreement in its entirety.

E. No Product Purchase Required

No initial product purchase is required to become a Distributor; however, there is a nonrefundable membership fee of \$49.00. The membership fee is for a 12-month membership for the AwarenessLife Worldwide program, and 12-month access to the AwarenessLife Academy and Member Office. Upon initial application with the Company, a Distributor Success Kit will be sent out to the new Distributor.

This Kit is an essential training tool, which includes information pertaining to Company Products and programs. A Distributor is responsible for reading, watching and listening to online movies, and understanding and comprehending all literature, videos, CDs, and inserts included in this Kit. All Distributors must advise prospective Distributors of the importance of this Kit. Distributor kits are shipped semi-monthly, and therefore, new Kits will be sent on the next scheduled date following the initial request. A Distributor may cancel his or her membership at anytime.

F. Company Contact

The Company shall have the absolute right to contact Distributors via email, facsimiles, postal mailings, or telephone relating to Company business. Each Distributor agrees to accept all such contacts by the Company. You acknowledge your agreement to accept all Company contacts during the duration of your Awareness Distributorship and waive your right to refuse any such contacts or to interfere with or challenge the making of such contacts with any member of your downline. You also waive your right to interfere with or challenge any such contacts with you if you have voluntarily terminated your Distributorship without notifying the Company of your termination.

G. Appointment Related Businesses

Awareness Corporation allows Distributors to place Awareness products in appointment related businesses such as:

1. Clinics
2. Doctor's Offices
3. Gyms
4. Hair Salons
5. Independent Health Food Stores

Distributors are required to fax in the following information relating to such placement to (800) 772-7112:

1. Name & address of Business
2. Contact person at that Business
3. Signature of an authorized management official of that business
4. Name, address, phone numbers, & ID number of the Distributor who is responsible for making the arrangements for this location.
5. When it was placed.

H. Independent Health Food Stores

In addition, to appointment related, Awareness Corporation allows Distributors to place Awareness Products in independent "mom and pop" type Health Food stores for the retail sale and marketing of those products. Awareness reserves the right to prohibit placement of those products in any retail setting that is not compatible with Awareness Company ideals, compatibility with products or marketing objectives. Awareness believes the retail placement and sale of its products in independent "mom and pop" type Health Food stores will allow for increased exposure to Awareness products while still preserving the individual one to one presentation of the benefits of those products to consumers. Distributors are required to fax in the same information as required in "H" section previous to this section to the following fax number as well: (800) 772-7112.

VIII. Changes in Distributorship Status

A. Marriage

As an exception to the Prohibition against Multiple Distributorships, Section VII C, if two (2) existing Distributors marry, they may maintain their existing Distributorships providing that one spouse is not a direct sponsor of the other. In the event that one spouse is the sponsor of the other, they must merge their Distributorships by one spouse signing as co-applicant to the sponsoring spouse's Distributorship. This must be accomplished within ninety (90) calendar days of the date of the marriage by submitting a copy of the marriage certificate to the Company Office and completing the process of adding the remaining spouse as a co-applicant.

B. Death

Upon the death of a Distributor, the rights and responsibilities of that Distributorship are passed on to the rightful heir. To affect the transfer of the Distributorship, upon the death of a Distributor, the successor must provide the following to the Company:

1. A certified copy of the original death certificate;
2. A certified copy of the court order or other instrument legally establishing the successor's right as the heir; and,
3. A completed and executed Agreement and Distributor Application signed by the successor.

C. Divorce

Upon the divorce of a married couple sharing a Distributorship, a certified copy of the divorce decree must be provided to the Company Corporate office. The Company must be notified as to which party will assume ownership of the Distributorship as determined by a court of competent jurisdiction or by settlement.

Under no circumstances will the Downline of divorcing spouses be divided. Similarly, under no circumstances will the Company split commission and bonus checks between divorcing/divorced spouses. The Company will recognize only one Team Organization and will issue only one commission check per Distributorship per commission cycle. Commission checks shall always be issued to the same individual. In the event that parties to a divorce are unable to resolve a dispute over the disposition of commissions and ownership of the Company business, the Distributorship will be terminated.

1. If a former spouse has completely relinquished all rights in the original Company business, he or she is thereafter free to become a Distributor under any Sponsor of his or her choosing. In such case the party relinquishing an interest may reapply, as required by the Policies & Procedures, as a new Distributor and shall have no rights with respect to compensation or any other benefit relating to any Distributor of the original Compensation Organization.

D. Dissolution of Corporations or Partnerships

Upon the dissolution of a corporate Distributorship or a Distributorship that is a partnership, the ownership of that Distributorship will be transferred pursuant to the dissolution agreement among the shareholders or partners or upon receipt by the Company of an Order issued by a court of competent jurisdiction that directs how such ownership is to be allocated.

E. Sales or Transfers Prohibited

A Distributor may not sell, assign, or otherwise delegate or transfer his or her Distributorship or any Downline Information or other Company Confidential Information, or any Company Materials, or any Sponsor duties or responsibilities, or any other duties, obligations or performances under this Agreement. Any attempted transfer or delegation in violation of this provision shall be null and void.

F. Distributor Information Changes

Distributors are responsible for keeping all of his/her own personal information on his/her account current, including, but not limited to, residential and business address, name, phone, email address, and fax number. Distributors are required to log into their Aware-office and make the necessary changes to their Distributor information.

IX. Distributor Information and Responsibilities

A. Tax Reporting

US RESIDENTS ONLY: The Company will calculate, collect and report applicable sales tax on behalf of Distributors based on the suggested retail price and according to applicable tax rates in the taxing jurisdiction to which the products are shipped. In the event a Distributor indicates to the Company at the time an order is placed that the Distributor is purchasing products for his/her own use, the Company will calculate, collect and report applicable use tax amounts based on the discounted price the Distributor actually pays for such products. In the event a Distributor has submitted, and the Company has accepted, a current Sales Tax Exemption Certificate, sales tax will not be added to the invoice and the responsibility of collecting and remitting sales taxes to the appropriate authorities will be the responsibility of the Distributor. There will be no retroactive exemptions if the proper forms are not received before any orders are placed. This Sales Tax Exemption Certificate must be sent in directly to the Company Corporate Office.

Should a Distributor disagree with the Company's determination of taxes owed he/she must provide written notification of such dispute within thirty (30) days following receipt by the Distributor of the determination giving rise to the dispute. Such notice must be sent to the Company by certified mail, return receipt requested. The failure to follow this procedure shall result in a waiver of any right to dispute the determination. In no event shall Company be liable for any mistake relating to the determination of sales tax, other than paying, if applicable, any additional taxes owed to the proper authority or crediting to the Distributor any amount that should not have been paid as taxes.

CALIFORNIA RESIDENTS ONLY: The Company will calculate, collect and report applicable sales tax on behalf of Distributors based on the suggested retail price and according to the applicable tax rates in the tax jurisdiction where products are shipped. When products are shipped to California, Awareness will charge applicable California sales taxes on such orders unless those Distributors placing those orders obtain a valid California General Resale Certificate and provide a copy to Awareness for their records (prior to placing their purchase order). The Distributor obtains this Certificate from the state of California. Each ordering distributorship must have one on file with Company.

The California sales tax form is Form BOE-230, which can be printed from the following link: (<http://www.boe.ca.gov/pdf/boe230.pdf>) and returned from the state of California approved. Distributors must advise the Company that the purchase is exempt at the time they place the order in order for Awareness to not charge them CA sales tax on their order and must have a verified California general resale Certificate on file with Awareness for their distributorship.

CANADIAN RESIDENTS ONLY: GST is a tax that applies at a rate of 5% to the supply of most goods and services in Canada. Three provinces (Nova Scotia, New Brunswick, Newfoundland and Labrador) harmonized their provincial sales tax with GST to create HST. HST applies to the same base of goods and services as GST, but at a rate of 13%. Of this, 5% is the federal tax and 8% is the provincial tax.

Awareness products are subject to GST/HST. The Company will collect and remit all GST/HST on product purchases to the Canada Customs and Revenue Agency.

A Distributor may become GST/HST exempt if a Federal tax exemption has been granted. The Distributor must present proof of Federal tax exemption to the Company.

B. Distributorship Renewals

AwarenessLife Worldwide renewals are not automatic. Distributor memberships may be renewed for a term of one (1) year for a fee of \$19.50. This entitles the Distributor to a 12-month membership for the AwarenessLife Worldwide program, and 12-month access to the AwarenessLife Academy and Member Office. The Distributorship will expire after if not renewed annually on or before the annual anniversary date of the Distributorship (the "renewal date"). Each Distributor must complete the renewal process not more than thirty (30) calendar days prior to their annual renewal date. A Distributor may renew by logging into his or her Aware-office and selecting the renewal option or by calling Distributor Services. The renewal fee must be paid at the time of renewal by submitting payment through an acceptable form of bankcard.

A Distributor who fails to renew by his or her registration date will be deemed for all purposes to have voluntarily terminated his/her Company Distributorship. Termination will result in the immediate and automatic loss of all rights under this Agreement, including the loss of all rights of sponsorship, or to receive any compensation or bonuses of any kind, including any payouts or other accrued compensation or bonuses, or to contact any member of his/her Downline. The Downline of the terminating Distributor will be transferred to his or her sponsor or otherwise as is decided upon by the Company in its sole discretion.

C. Distributor Identification Cards Required

Distributor Identification Cards are required by certain residents in Canada. These applicable ID Cards may be downloaded from the Awareness website at www.awarenesslife.com/idcards. The following Canadian resident requirements apply:

1. British Columbia, Alberta, Saskatchewan and Nova Scotia: ID Cards will contain the following information, with a variation for Nova Scotia Residents:
 - a) Distributor's name
 - b) Awareness Corporation's Name and Address
 - c) Authorized signature of official of Awareness Corporation

Note: All ID Cards must be accompanied by photo identification. All ID cards must be surrendered to Awareness Corporation when the Distributor's Distributorship is terminated.

2. British Columbia and Nova Scotia:
 - a) Issue, expiration date, and license number issued is also required.
3. Alberta:
 - a) No issue and expiration date required and no license number required.
4. Saskatchewan:
 - a) Distributor is required to apply for a license from the province of Saskatchewan if total price of average sale is over \$500.
5. Manitoba & New Brunswick:
 - a) No ID Cards required for these residents, however, sublicenses are required.
 - b) Distributors are to apply for individual sub-licenses under Awareness Corporation from the Licensing Office of the applicable Provinces.

D. Independent Distributors/Contractors

All the Company Distributors are independent contractors. They are not employees of the Company, partners, or agents of the Company, nor are they purchasers of a franchise or a business opportunity. The Agreement between the Company and its Distributors does not create an employer/employee relationship, agency, partnership, or joint venture, nor does this Distributorship Agreement, in any way, make the Company responsible for expenses incurred in the operation of that Distributor's business. Distributors shall not be treated as employees for services or for tax purposes. The Distributor agrees to indemnify and hold harmless, the Company, from any and all liability including civil penalties, refunds, judgments, attorneys fees', court costs, or lost business incurred as a result of a Distributor's unauthorized representations. No Distributor has the authority (express or implied), to bind the Company to any obligation.

Distributors determine their own business hours and methods of marketing and sale, providing their business practices are in strict compliance with the Company Policies & Procedures. It is the Distributor's responsibility to understand and abide by the applicable laws governing business transactions in their country, state and province of domicile.

E. Representations Made by Distributors

Each Distributor will honestly and fairly represent the Company and its products and programs in all Company related activities, including the marketing and sale of Company Products and the solicitation of new Distributors. Distributors are prohibited from misstating or omitting any significant material facts about the Company, or Company Products or programs.

Distributors shall make it clear that the Company programs are based upon the retail sales of the Company Products, and that an individual will not be successful by sponsoring others without emphasis on retail sales. Each Distributor should emphasize that each Distributor operates as an independent contractor, and like any other independent business, each Distributor's success or failure depends on that Distributor's personal efforts. The Company does not guarantee its independent Distributors any particular income, profit, or success.

Distributors are not permitted to make any false or misleading claims or statements about the Company or any Company Products or programs, or any Company employees or other Distributors. Any Distributors who violate any of the foregoing prohibitions shall be fully and solely liable for any damages, fines, penalties or other civil or criminal consequences of such actions, and shall indemnify and hold harmless the Company from any and all claims, investigations, damages, fines, penalties or other monetary consequences arising from such violations. Further, You agree that any violation of the prohibitions in this paragraph can result in the termination or suspension of your distributorship in addition to any and all other remedies available to the Company for your violation.

F. Income Claims

Each Distributor hereby acknowledges with respect to income potential or experience, whether actual or hypothetical, that Distributors shall not make any promise, guarantee, example, projection, or reference of any kind or any manner to any prospective Distributor in connection with participation in the Company Program. Further, each prospective Distributor hereby acknowledges that no one has made any promise, guaranty, example, projection, or reference of any kind or manner to the prospective Distributor with respect to the income potential or participation in the Company Program or that any individual or Entity will derive any specific income or profit as a Distributor.

In their enthusiasm to enroll prospective Distributors, Distributors may be tempted to make income claims, earnings representations, projections, or estimates to demonstrate the inherent power of the Compensation Plan. This is counterproductive because new Distributors may become disappointed very quickly if their results are not as extensive or as rapid as the results achieved by others.

Moreover, the U.S. Federal Trade Commission and several states have laws or regulations that regulate or even prohibit certain types of income claims and testimonials. Although Distributors may believe it beneficial to provide copies of checks, or to disclose their earnings or the earnings of others, such acts have legal consequences that can negatively impact the Company as well as the Distributor making the claim, unless appropriate disclosures are made, as required by law, contemporaneously with the income claim or earnings representation. Because Distributors do not have the data necessary to comply with the legal requirements for making income claims, a Distributor, when presenting or discussing the Company Program or Compensation Plan with a prospective Distributor, shall neither make income projections nor income claims of any kind or manner, nor disclose his or her Company income (including, but not limited to, the showing of checks, copies of checks, or bank statements), or otherwise refer to income potential of the Company business.

Accordingly, the making of income claims, examples, projections, or other references to income potential to a prospective Distributor may, in the sole and absolute discretion of the Company, result in termination of the Distributorship of the violating Distributor. Such termination will result in the full forfeiture of any commissions, bonuses, or other compensation or benefits, including payouts, otherwise payable or owed to the violating Distributor, as well as all other consequences of termination.

G. Prohibition against Transferring/Shipping Awareness Products across U.S. / Canadian Border

Awareness Distributors are prohibited from shipping or transferring (mailing) Awareness Products across the United States/Canadian border as it may violate the laws of both countries. This prohibition applies to Awareness Distributors either shipping or mailing product across the US-Canada border.

The legal reasons for this prohibition are that Awareness Product labels and promotional materials are different in the United States from those in Canada. Canadian and US laws are substantively different in regard to product claims,

product designations, product labels based on the different treatment of Awareness products in the US and Canada. As such, Awareness products that are packaged and sold in Canada are not meant for U.S. distribution or sale to U.S. consumers. Similarly, U.S. packaged products may not meet the Canadian Bilingual labeling requirements and are not meant to be sold in Canada.

H. Disciplinary Actions

As a Company Distributor, you may be disciplined or terminated by the Company immediately if you violate any of the prohibitions set out in these Policies & Procedures. Grounds for such termination or other disciplinary action include, but are not limited to:

1. Misrepresenting the potential earnings or income or other benefits that can be derived from a Company Distributorship;
2. Misrepresenting the volume of sales a person actually made or can potentially make through a Distributorship
3. Selling or marketing the Company to others or making false or misleading claims about the Company or any of Company Products;
4. Engaging in any activity prohibited under this Agreement;
5. Asserting a claim to any Company property, including any claim of ownership in any Company Materials, Downline Information, Company Confidential Information or other Company intellectual property;
6. Violating any of the terms or conditions of this Agreement.
7. Distributing or otherwise making representations of any kind, whether verbal or written, that imply, directly or indirectly, that employment with the Company is available;
8. Making any false or misleading representation or omission of material fact in connection with the advertising, promoting, sale, or distribution of Company Products or in soliciting new Distributors;
9. Failing to instruct all persons who are selling or marketing the Company distributorships or products to others, to submit to the Company for prior approval, copies of all advertising that they plan to publish in newspapers or other media to recruit others into joining the Company;
10. Making any disparaging statements or comments regarding the Company, its products, product ingredients, management, officers, or employees. Disparaging comments are comments or statements that place the Company or its products, employees, officers, directors or Distributors in a negative light.

CAUTION: Termination based on any of the foregoing grounds or for any reason whatsoever results in the forfeiture of all compensation, bonuses, or other benefits otherwise owed to or accrued by the terminated Distributor, and his/her waiver of any right to claim any such compensation, bonus or other benefit, and requires the immediate return to the Company of all commissions earned after the date of the first violation. The foregoing shall be in addition to any and all other consequences of termination,

X. Having a Sponsor

Every new applicant has the right to choose who will be his or her sponsor. Professional courtesy dictates that the prospective Distributor will be sponsored by the first Distributor who presented he or she with the complete Company business opportunity. If more than one Distributor claims to be the rightful sponsor, the Company shall honor the sponsor identified in the signed original Application and Agreement first received by the Company Corporate office.

Distributors are NOT PERMITTED OR ALLOWED TO CHANGE THEIR SPONSORS OR POSITIONS IN THEIR GENEALOGY FOR ANY REASON WHATSOEVER while maintaining the same Distributorship.

A. Being a Sponsor

Distributors may sponsor others into the Company network as new Distributors. This sponsor has the responsibility of providing that person with sufficient training, support, and information about the Company's products and programs. Distributors are required to maintain continual contact with his or her organization and keep them informed about all changes and updates. Any Distributor that makes disparaging comments regarding the company, its products, or management shall have committed a terminable offense and be in violation of these Policies and Procedures.

B. Non-competition with the Company; Company Right to Change Business Model

The Company and its Distributors share a competitive business interest in maintaining the integrity of Company downline sales organizations, which was developed exclusively for the purpose of distributing products offered or marketed by the Company and compensating Distributors for marketing and selling Company Products.

Accordingly, You agree not to compete directly or indirectly with the business of the Company in the U.S. or Canada, or violate any confidentiality provisions of this Agreement in order to carry on a trade, business or profession that competes with the Company or to serve customers or clients of Company during a one year period following the voluntary or involuntary termination of that Distributor's Distributorship.

You also agree not to solicit any person whom you know or should have known is a Distributor of the Company to sell non-Company Products of any nature, or attempt to build or establish a business that would cause a detrimental effect or be at the expense of, or compete with other Company Distributors, their Company Downline, or the Company.

You acknowledge that violation of any portion of this provision will cause significant and irreparable harm to active Distributors and the Company, warranting an award of injunctive relief, including a temporary restraining order and/or a preliminary injunction, specific performance and damages including costs, attorneys' fees and disgorgement of all profits made as a result of such unauthorized activity. All Distributor obligations under this provision shall survive and remain enforceable following the termination of that Distributor's distributorship.

Notwithstanding the foregoing, the Company shall have the exclusive right to offer new business opportunities to all Distributors and to modify its business model. Company may engage in any direct advertising of its products and does not represent that it only markets and sells its products through Distributors.

Company, without prior written notice to Distributors, may modify, change, alter, discontinue, or terminate its compensation plan, retail, direct sale or multi-level marketing structure, program and business. Company reserves all rights to change its business model, plan or compensation structure, including the right to terminate its multi-level business. Company reserves all rights to limit distributorships to specific geographic areas including to specific countries, revoke Distributorship, and to create separate international compensation programs in other countries without offering current Distributors placement in those programs.

C. Prohibition Against Selling/Sponsoring Products in Other Countries

The Company hereby grants the Distributor a nonexclusive right based upon the terms and conditions contained in the Agreement to purchase inventory and to promote the Company Products only in the countries in which the Company operates and in which the Distributor is authorized to work. A Distributor is allowed to sponsor new Distributors in the United States and Canada. The Company does not authorize the sponsoring of any new Distributorships in any other countries. A Distributor is not authorized to sell the Company Products in a country in which the Company is not authorized to do business. Distributors cannot sell or ship the Company Products to any countries other than the United States and Canada. Any sale or shipment to other countries shall constitute an unauthorized sale under the terms of this clause subjecting the responsible Distributor to immediate termination of his or her Company Distributorship.

D. Lead Generation Programs

The Company from time to time may operate a program that offers its Distributors the opportunity to purchase "qualified customer leads" at a nominal cost. The Company may generate these leads through a regional and/or national lead generation program intended to expand potential consumer awareness of the Company or its products and to aid its Distributors in expanding their Company customer base and/or Downlines. Regional and national TV/Radio spots sponsored by the Company may be run to offer introductory promotional product offers of Company Products to generate "hot leads" of new paying customers that have already sampled one of its products. When appropriate, these hot leads will be made available to existing Distributors at nominal cost. Please refer to the leads portion of your Awareness-office website for additional details and terms and conditions

Additionally, the Company occasionally receives direct inquiries from the general public regarding the Company Products. In these cases, the Company tries to determine, to the best of its ability, if the inquiry started through the

direct efforts of a Distributor. If no former contact can be traced, or this contact is due to the direct marketing and advertising generated by the Company corporation, or at its sole discretion for any reason, those leads may be offered by the Company to Company Executives or higher level Company Distributors on a rotating basis, for established monetary consideration from those Company Executives or higher level Company Distributors to be paid to the Company. Those Executives or higher level Company Distributors must be active for at least (3) months prior to such referral, be in close proximity to the lead, and meet any established criteria set by the Company.

In no event does any Distributor have any claim of right or entitlement to receive leads from the Company, or to receive them at a certain price, or to prevent the Company from allocating leads in a manner determined by the Company to be in the Company's best interest.

XI. Inventory

A. Inventory Loading Prohibited

The Company is a corporation built on the quality of its products and their use by consumers. The Company does not require Distributors to maintain an inventory of products. Distributors are not permitted to purchase product quantities in excess of that necessary for personal use, retail sales, and to service the needs of Downline Distributors, and any purchasing in excess of these requirements (known as "inventory loading") is strictly prohibited. Distributors are prohibited from encouraging new Distributors to purchase products for the sole purpose of qualification. They are also prohibited from encouraging Distributors to engage in inventory loading.

In order to ensure no inventory loading is occurring:

1. Each Distributor wishing to receive commissions under the Company's marketing plan must certify that seventy percent (70%) of products previously purchased by that Distributor have been sold to or consumed by end users, that fifty-one percent (51%) of products previously purchased will be sold to consumers that are not Company distributors, and keep accurate records and receipts of monthly sales to specific consumers. These records will be subject to inspection by the Company upon reasonable notice. Each order placed by a Distributor constitutes the Distributor's reaffirmation to the Company of the foregoing. Each Distributor acknowledges that the Company is relying on such certification in paying such Distributor commissions.
2. The Company will liberally apply its buy-back policy on the voluntary termination by the Distributor of his or her Distributorship, but the Company will not repurchase products or issue refunds on products certified as having been consumed or sold. Falsely representing the amount of product sold or consumed in order to advance in the marketing plan shall be grounds for termination. To discourage any Distributor from encouraging other Distributors to circumvent the inventory loading prohibition, the Company may charge back to a terminating Distributor's Upline any commissions, rebates, or bonuses paid on product returned from a terminating Distributor.

B. Labeling, Packaging, or Tampering with Products

Distributors must not tamper with or repackage any of the Company Products. Distributors are responsible for notifying the Company immediately of any tampering with or repackaging of Company Products. Any Distributor who is aware of such tampering, but fails to communicate this to the Company, may be subject to disciplinary action in conjunction with the alleged party at fault. Distributors may not re-label or repackage any the Company Products, sales aids, or Company Materials. Distributors may not sell any of Company Products in conjunction with the sale of any non-Company products or services.

C. Pricing and Availability

The Company reserves the right to change pricing, availability, and BV points of products and sales aids without prior notice. These changes usually will be communicated through communication with sponsors. It is the responsibility of the Distributor to stay current on all updated information from their Upline and to communicate this information to their Downline.

D. Company's Right to Advertise and Direct Market its Products

Company reserves the right to directly advertise and market Company Products to consumers and to provide all sales leads generated from said direct sales in accordance with the provisions as set forth above. Distributors acknowledge that Company wishes to bring added product and company name recognition

by this process and to facilitate the growth of the company and its sales, which shall benefit the company and its distributor base. Distributors shall have no expectation that Company will only sell its products through Distributors, notwithstanding any statements made by the Company, Sponsors or other Distributors to the contrary.

E. Credit Card Usage By Distributors

Company will accept payment for Company Products orders by approved credit cards from Distributors. Credit card payment shall only be accepted when the Distributor uses a credit card account listed under their name as "holder" of that account. Company strongly advises that Distributors not engage in the practice of "ordering" product on behalf of customers or other distributors. In the event of an emergency, a Distributor may place orders using customer credit cards but only if the Distributor complies with the following procedure: The Distributor placing the order must present by facsimile to Company, prior to placing such order, a notarized statement reflecting the following:

1. Statement from the credit card holder that they authorize the Distributor to place orders on their behalf.
2. Notarized signature of the holder.
3. Statement that this authorization is indefinite or that it expires on a specific date.
4. Statement that the authorization is limited to under three hundred (\$300.00) dollars.

XII. Product Orders

A. Ordering Procedures

1. Orders may be placed:
 - a) Online, through the Company web site: www.awarenesslife.com.
 - b) By calling the Company order line (1-800-69AWARE)
2. Only orders accompanied by complete and accurate payment information will be processed. If payment is not received at the time of ordering, the order will not be processed.
3. Each order must specify only one shipping address.
4. There will be a minimal processing fee added to every Distributor or Preferred Customer order that is placed over the telephone.
5. The Company reserves the right to make a 10% adjustment to any miscalculated order made by the Distributor on all bank or credit orders. A \$5 adjustment will be made on any miscalculated order made by electronic check.
6. The Company will not and cannot make adjustments to the amount on checks, money orders, or cashiers checks mailed into the Company. Therefore, if the total amount has been under calculated, the Distributor must make arrangements for the correct amount to be paid before the order can be entered.
7. No orders will be processed until full payment has been received. Additional monies owing due to underpayment may be made by check, money order, cashier's check, or you may make payment directly through Distributor Services by an acceptable form of bank or credit card. In the case of an overpayment, a credit will be issued to Distributor's method of original payment.
8. It is the obligation of each Distributor to ensure that the order has been placed correctly. Company has no liability or responsibility for the consequences or liabilities for any delays in processing caused by an improper or incomplete or incorrect order.

B. Payment Processing

1. Distributors may make payment through an acceptable form of bankcard/credit card or check. All payments must be made payable to "The Awareness Corporation". The Company will not accept faxed copies of money orders or cashiers checks. DO NOT send cash.
2. If a check or checks are returned to the Company for insufficient funds (NSF), the Company has the right to resubmit the insufficient funds check or checks without prior notice to Distributor until such checks are either honored by the Distributor or its banking institution. After three unsuccessful attempts to honor payment are made, the check may be turned over to a collection agency at the sole discretion of the Company. The Company's returned check fee is \$25.00, in addition to the collection

agency fees, if applicable. A \$25.00 NSF fee is also charged to Distributor for any rejected bankcard charges. If a Distributor has more than one (1) returned check, the Company will no longer accept checks from that Distributor. PLEASE NOTE: After the thirty (30) calendar days' notification period to a Distributor regarding an NSF, the Company has the right to deduct any outstanding NSF account balances from bonus checks due the Distributor.

- Orders placed by telephone and paid by bankcard will be recorded for the security of the Distributor, and to insure verification of receipt and accuracy of the orders.

XIII. AutoShip Program

A. The AutoShip Program

- Any Distributor can use the AutoShip Program. If you commit to one product or more, and are a Director or above, you will qualify for the full Retail Profit Rebate/Discount of 35%.
- Shipping and processing of AutoShip orders takes approximately five to ten (5-10) calendar days from the selected process date in most instances. Company is not responsible for delay in orders. If Distributor wishes to obtain a Company Online Health Store they need to sign up for AutoShip and to have a minimum of one valid AutoShip order every month. This is also necessary to maintain a Company Online Health Store. Company reserves the right to terminate any Distributor's Online Health Store in the event that they fail to process a valid AutoShip order in the proceeding month. Company agrees to waive all monthly maintenance/hosting/service fees in the amount of forty dollars (\$40 U.S.) per month as long as Distributor abides by all company policies and participates in the AutoShip program by placing a valid AutoShip order for product. A "valid" AutoShip order is defined as a consummated order, an order that is shipped to the recipient and paid for. The monthly maintenance/hosting/service fee will be charged for any month in which the member does not have a valid AutoShip order. If Member cancels their AutoShip order or fails to accept and pay for it, Company will charge the maintenance/hosting/service fee for the month in which the Distributor failed to have a valid AutoShip order or cancelled AutoShip or cancels their company distributorship. A valid AutoShip order will be required for every separate Online Health Store and will be required for each Online Health Store maintained by a Distributor.

B. Enrollment

To enroll in the AutoShip program, call 1-800-69AWARE. Product will be automatically shipped on a standing order basis to the enrolled Distributor regularly each month. The cost is automatically charged to a bankcard or debited from a bank account, which has been designated by the Distributor. The Company will automatically administer all monthly paperwork, processing, and shipping charges to the designated bankcard. If AutoShip is cancelled you may not re-enroll for sixty (60) calendar days from the date of cancellation.

C. Agreement

AutoShip agreements DO NOT under any circumstances supersede the Policies & Procedures established by the Company. The AutoShip agreement will be terminated or suspended immediately and without notice if a Distributor is found in violation of the Policies & Procedures. If an AutoShip agreement is terminated by the Company, the Distributor must receive written approval from the Company to establish another standing order under this program.

D. Payment Procedures

For any challenges with bankcard orders, an attempt to reprocess the order will be made once each day for two (2) consecutive calendar days using the bankcard information the Distributor provides. Upon the third day, the Company will attempt to contact the Distributor. If contact is not made, the AutoShip order will be cancelled without notice.

E. Online Health Store

As a benefit of Distributorship, Distributor may sign up for a Company Online Health Store. AutoShip Enrollment is required to maintain an Online Health Store. Online Health Store sites are subject to periodic review for content, verbiage and may be reviewed and updated at the company's discretion.

Distributors have no right to the use of an online health store, nor does Company guarantee the use or access to any online health store. Company, at

its sole discretion may discontinue, limit, restrict or eliminate a distributor's online health store for any reason it deems sufficient and without prior notification. Distributors acknowledge their use of an online health store is at their own risk, and Company does not warrant the functionality, performance or benefit of the use of an online health store. Distributors agree that their use of the online health store is not warranted by Company and disclaim any right to seek lost income, or loss of benefits, profits or revenues from the use of an online health store.

F. Cancellation of an Online Health Store

Member may discontinue their Online Health Store at anytime by calling Distributor Services and requesting cancellation. The Online Health Store will be cancelled in the month following the initial request for cancellation and no further monthly maintenance and services charges will be charged to Member. There are no prorated refunds of the maintenance and service fee.

XIV. Preferred Customer and Retail Customer Product Guarantee

The Company is confident in the quality of its products and believes strongly that its products will improve the health of others. It is because of this confidence that the Company provides a 100% money-back guarantee to consumers who try the Company Products. Payments for promotional items and sales aids are nonrefundable and non-returnable, and therefore are not subject to a money back guarantee.

XV. Retail Customer Program

A. Definition of a Retail Customer

A retail customer is one who purchases product directly from a Distributor.

B. Sales Verification

All Distributors are required to keep a complete record of their retail sales, which may be audited upon notice by the Company. Each time a Distributor places an order, the Distributor warrants that he/she is in compliance with the Policies & Procedures, including, but not limited to, certifying by each order that seventy percent (70%) of products previously purchased by the Distributor have been sold or consumed by end users of the product.

C. Retail Sales Receipts

The Company requires each Distributor to provide retail customers with a written receipt for product purchased, a copy of which must become part of the personal record keeping by Distributors, and therefore; subject to an internal audit by the Company.

D. Retail Returns

As a retail customer, if you are dissatisfied in any way with our products, the products may be returned directly to the Distributor from whom the product was purchased. Promotional items and sales aids are nonrefundable and non-returnable, and are therefore are not subject to a money back guarantee. In the event of replacement of product purchases by Company based on errors committed by Company (such as shipping the wrong product, etc.) the Company will pay the shipping expense.

In the event that customer or distributor's errors are responsible for the problem, Company will not reimburse or pay shipping costs. The following are the return and refund guidelines and procedures:

- A request for return with the Distributor must be processed within thirty (30) calendar days of the date of purchase.
- Any unused portion of the product, including empty or nearly empty bottles, must be returned to the Distributor.
- Upon confirmation of return to the Distributor, a full refund of the product purchase price and the taxes paid will be refunded directly by the Distributor. The Company is not responsible for monitoring the retail return or for any monies due the retail customer. The return arrangements are to be originated and completed exclusively between the retail customer and the Distributor. Shipping and handling costs are nonrefundable.
- The returned order must include the original packing slip, which was included at the time of shipment from the warehouse.

5. If the return requirements are not met, or the appropriate documentation as set out is not included with the returned product, the Distributor will not process the return for a refund.

XVI. Preferred Customer Program

A. Definition of a Preferred Customer

The purpose of the Preferred Customer program is to help you provide preferred service to your established retail customers. Once your customers have become established and are satisfied with the products, they may register for the Preferred Customer Program. The customer may sign up for the Preferred Customer program by calling Distributor Services directly, by registering through the Company web site, or by registering directly through the Online Health Store of their Upline. Preferred Customers will receive their own Distributor ID#.

B. Constant Contact

Distributors are responsible for continuing communication with their Preferred Customers, as they will depend on you as their sponsor for all updates, program enhancements, and procedural guideline changes that may be implemented. It is your duty as their sponsor to keep them informed. Please refer to Section X.A - Being a Sponsor.

C. Free Customer Shipping Program

Distributors may participate in the AwarenessLife Worldwide free customer shipping program for preferred customers on AutoShip. Distributors may directly activate or deactivate the "free shipping" status for their customers that order three (3) or more Awareness Products through AutoShip. Free shipping will be available during the customer's AutoShip registration period as long as those customers maintain three or more product purchases in their monthly AutoShip.

Distributors who offer this free shipping feature to their customers will have the shipping costs for those product purchases deducted from their retail bonus earned from those placed AutoShip orders. Distributors who offer this free shipping feature will be responsible for the shipping costs on those orders even though the retail bonus might be split. In the event that a Distributor terminates their distributorship or is terminated as a distributor, their upline sponsor will be offered these customers to accept or decline as their PC customers. That upline sponsor may accept or decline those customers.

Distributors shall have three choices in shipping to AutoShip registered customers:

1. No free shipping for customer AutoShip.
2. Free shipping for new customer AutoShip exclusively and
3. Free shipping for both new and existing AutoShip customers.

As you know, Distributors can opt to offer free shipping to Preferred Customers and advertise that feature on their AwarenessLife Worldwide Online Health Stores.

In the event that one of your preferred customers places an order or joins AutoShip on another Distributor's Online Health Store, the free shipping to that customer will have to be honored by you as the original sponsor. In the event that the "advertising" Distributor offers free shipping and you, the original sponsor does not; the free shipping must be honored by the original sponsor. This is necessary to insure compliance with consumer laws as they apply to the purchasing customer.

XVII. Return Policy

A. Return Authorization

Before returning anything to the Company, it is absolutely necessary to obtain a return authorization number (RA#). To get this RA#, call Distributor Services and ask for one. Any merchandise returned without an RA# will be refused. This RA# must appear in bold print on the outside of all packages being returned. Make sure that the shipping documentation does not cover this number. As a safeguard, it is best to conspicuously print the RA# in several different places on the package(s) ensuring that the number is visible by the warehouse personnel.

B. Preferred Customer Returns

All returns will be at the customer's expense, and must be sent prepaid by a method of shipment, which can be traced by a tracking number. If there is a discrepancy in a return shipment, the customer will be responsible for investigating the shipment by means of the tracking number and providing proof of acceptance by the warehouse before the Company will authorize a refund of the product. The Company will not accept any C.O.D. or postage due packages.

The following are the return and refund guidelines and procedures:

1. A request for return can be processed within thirty (30) calendar days of the date of purchase.
2. Any unused portion of the product, including empty or nearly empty bottles, must be returned with the order at the customer's expense.
3. Upon confirmation of return to the warehouse, a full refund of the product purchase price and the taxes paid will be refunded to the bankcard used for the original purchase. No refunds will be given for the original shipping and handling costs. Shipping and handling costs are nonrefundable.
4. The returned order must include the original packing slip. The order must be returned to the warehouse address listed on the packing slip, and must include a letter setting out the detailed reason for return.
5. If the return requirements are not met, or the appropriate documentation as set out is not included with the returned product, the Company will not process the return for a refund. The Preferred Customer will be notified and will have fifteen (15) calendar days from the date of such notification to either provide the omitted information in writing to the Company, or alternatively, to arrange to have the product returned to their ship to address at the customer's expense. If the Preferred Customer fails to provide an appropriate response within fifteen (15) calendar days of notification, no refund will be processed and the Company will dispose of the returned product.
6. The Company is not responsible for the risks involved in return shipments. The Company assumes no liability for returned shipments until such time as our warehouse signs them for.

C. Errors in Preferred Customer Shipment

If an incorrect shipment is sent to a Preferred Customer, in which the Company warehouse is responsible for the error, including but not limited to damaged product, and/or incorrectly shipped product, the following guidelines apply:

1. 100% refund of the order, including product, taxes, shipping, and handling fees.
2. The returned order must also include the original packing slip, and the order must be returned to the warehouse address listed on the packing slip.
3. The cost of returning the erroneous order to the warehouse will be at the expense of the Company.

D. Distributor Returns

Product purchased for retail sales may be returned directly to the Company warehouse. (i.e. sent to address noted on packing slip) Promotional items and sales aids purchased for personal use are nonrefundable and non-returnable, and therefore not subject to a money back guarantee. The following are the return guidelines and procedures:

A request for return can be issued only if made within thirty (30) calendar days from the original date of purchase.

1. Returns will be compensated by replacement products ("RPs") of equivalent value shipped directly to the Distributor from the Company warehouse. *No cash refunds will be given.*
2. Distributor must provide copies of original receipts and packing lists with any request for return of any product to the warehouse. The RP equivalent value is based upon actual price paid for the original product order. Each product to be refunded by replacement will be based upon a prorated percentage of the total amount paid for the last order.
3. The products being returned must accompany the request for return. All expenses related to returns will be at the Distributor's expense. All requests for returns with the products being returned must be shipped to the Company prepaid by a method of shipment traceable by a tracking number. If there is a discrepancy in a return shipment, the Distributor will be responsible for investigating the shipment by means of

the tracking number and providing proof of acceptance by the warehouse before the Company will authorize a replacement of the product. The Company will not accept any C.O.D. or postage due packages.

E. Distributor Buy-Back Policy

(See Inventory Section XIA)

Any Distributor who terminates his/her Distributorship and wishes to return any unused Company products for a refund may do so through the Company Buy-Back program. If the Distributor has purchased products for inventory during the term of his/her Distributorship contract, any remaining unused products that are in resalable condition in the possession of the Distributor shall be eligible for repurchase by the Company at a price of not less than ninety percent (90%) of the original net amount paid by the Distributor.

Products will not be considered resalable if they are partially used, if their shelf-life has expired, if the products are seasonal, are discontinued, were special promotion products, or if the most current version of the product has changed in formulation or packaging. Products which have been purchased for more than one (1) year prior to termination or which have been purchased as sales aids are not considered resalable. Any products that were provided to the Distributor as a "bonus" must also be returned upon a Distributor's request for a refund, but no refund will be made for "bonus" products.

To initiate a Buy-Back request, a Distributor must first make notification of termination by contacting Distributor Services and verbally requesting termination of their Distributorship. Within thirty (30) calendar days of this verbal notification of intent to terminate, the Company must receive a notarized confirmation letter of his or her termination. The termination letter must include the following:

1. The Distributor's name and the names of any other parties who are party to the contract;
2. Social Insurance or Social Security Number of each party to the contract;
3. Specific reason for resignation;
4. A list of all items to be returned, the quantities of each item, and the original sale order number(s);
5. Each party listed on the Distributorship must sign the letter and all signatures must be notarized. Each party must individually acknowledge that the parties listed on the Distributorship are terminating their Distributor Distributorship with the Company;
6. Once the Company has received the Buy-Back letter, the Distributor will be contacted directly by Distributor Services and an RA# will be provided to the Distributor. This RA# must appear in bold print on the outside of all packages being returned. All returns must be received within fifteen (15) calendar days after the RA# has been issued. Products that are returned without this RA# will be refused. Make sure that the shipping documentation does not cover this number. As a safeguard, it is best to conspicuously print the RA# in several different places on the package(s) ensuring that the number is visible by the warehouse. All returns will be at the Distributor's expense, and must be sent prepaid by a method of shipment that can be traced by a tracking number. If there is a discrepancy in a return shipment, the customer will be responsible for investigating the shipment by means of the tracking number and providing proof of acceptance by the Warehouse before the Company will authorize a refund of the product. The Company will not accept any C.O.D. or postage due packages; and,
7. If the information required is not included with the returned product or the product is not in resalable condition, the Company will notify the Distributor by letter of the omission and/or identify the product which is not in resalable condition. The Distributor/ Distributor will have fifteen (15) calendar days from the date of the letter to provide the omitted information in writing and/or arrange to have the product returned to the Distributor. If the Distributor fails to provide an appropriate response within fifteen (15) calendar days, the Company will dispose of the product and the Distributor will not receive a credit for the product. Once the return has been verified, a credit will be issued and a check sent or a credit will be issued on the bankcard used in making the original purchase.

F. Commission & Bonus Reversals (All Returns); Disputes as to Commissions Paid

Any bonuses, commissions, or advancements made on any of the Company's programs which were awarded to either the terminating Distributor or terminating Distributor's Upline with respect to any returned products will be reversed and the proper deductions made from the terminating Distributor's credit as well as any benefiting Upline's commissions or bonus checks.

Any dispute Distributors have with the Company regarding commission payments must be noticed in writing to Company within (30) thirty days of the Distributor's receipt of the commission check from Company. Such notice must include an explanation of the details of the dispute, including calculations showing why the commission payment is disputed. Should Distributor fail to notify company in writing of the dispute, or fails to notify the Company within the thirty day period, he/she waives all right to dispute the amount of commissions owed and waives any right to dispute the amount paid. Any Distributor who resigns or is terminated by Company for violations of these Policies & Procedures waives all rights to dispute prior commission or bonus payments made by Company.

G. Other Reasons for Returns

1. **Damaged Shipments:** Occasionally, products will become damaged during shipping. The Distributor must take responsibility to verify the condition of each item upon receipt of each order, and must refuse to accept damaged goods. If a damaged shipment is left at the door, or if a Distributor discovers damages to the shipment after the fact, the Distributor must notify Distributor Services of damaged shipments no later than five (5) calendar days from the date of delivery of the damaged order. No damaged products will be replaced unless an RA# accompanies the request for replacement.
2. **Receipt of Shipment:** The Distributor should contact Distributor Services if an order has not been received within a customary amount of time after an order has been placed. Distributor Services will put a trace on the order and assign a case number. The Company will consider a shipment received if the Distributor does not notify Distributor Services that the order has not been received within thirty (30) calendar days from the date the order was placed. There will be no refund or replacement of the order if Distributor Services did not receive such notification and an RA# was not assigned, or if the notification was not received within 30 days from the date of the order.
3. **Order Discrepancies:** The Distributor should inspect each shipment immediately upon receipt, prior to signing acknowledgment of receipt. If any items are missing from the order, which are not marked as backordered on the shipper's delivery ticket, or if there are any mistakes with the contents of the shipment, the Distributor must immediately report the discrepancies to Distributor Services. Notification must be made within fifteen (15) calendar days of the order delivery to Distributor Services in order to arrange for a refund and/or replacement. No product switches or exchanges are allowed on replacements.

XVIII. Bonuses, Advancements, & Commissions

A. Bonus Volume (BV)

Bonus Volume (BV) is the commissionable sales volume credited for a sale. The BV for each product is listed on all Product and Sales Aids Order Forms. BV is the volume used when calculating Commissions/Generation Bonuses or to meet monthly qualifications.

B. Bonus Volume Reversals

BV is credited for the amount of product purchased during a calendar month. If product is returned, the BV for the returned product will be reversed and deducted from the following month's bonus check of the Distributor making the return, as well as that Distributor's Upline.

C. Promotions

Promotions to various levels of qualification may occur from time to time, based upon the performance of each Distributor. The assessments for these promotional levels are made at the end of every month. If the qualifying BV is not purchased before the last day of the month, the Distributor will not be promoted until the last day of the following month.

D. Performance Bonuses

1. **Retail Profit Rebate/Discount:** You can earn a Maximum of 35% retail profit on all Company Products. All NEW Distributors signed up after January 1, 2012 will receive their product discount in the form of a rebate check, sent out on the 12th of every month. Existing Distributors, signed up before January 1, 2012, will still receive their discount at the time of purchase. If you were at 35% discount before, you will be at 35% discount in the new plan. If you were at 15% discount and you want to move up to 25% or 35% discount, you still can, you just need to meet the new qualifications. This gives every Member an equal chance at creating a successful income regardless if they build a network of Distributors or not.
2. **Preferred Customer Program:** This program allows the average person to create an excellent income by retailing Awareness products. A distributor can make the same retail profit while allowing their customers to order directly from the company for all of their product. You can earn a maximum of 35% profit on all your Preferred Customers as long as you meet all requirements, i.e. AutoShip, see AutoShip qualifications.
3. **Wholesale Profits:** There are three (3) discount levels: 10%, 25%, & 35%. In order to get to the 35% level, you must become a Director (purchase \$400 of Awareness product, in your country's currency, in one calendar month) and have an active AutoShip order. Now when you personally sponsor any new Distributors into the program you earn the differences in your discount levels, which would be 15% or 25% (of retail) on all product your new member purchases until they reach the Director status. Distributors that have reached the level of Director or higher will receive a 35% discount on product purchases if they have an active AutoShip product order consummated during the prior commission period. AutoShip orders must include product purchases that have volume. If a distributor fails to meet this requirement their discount rate will be at 25%. Distributors must receive a consummated AutoShip order in order to be eligible for this increased discount rate (35%) rate. Company reserves the right, in its sole discretion, to reduce the discount rate should it determine that distributor is attempting to delay or unfairly abuse the AutoShip or order process and only give the distributor the reduced discount rate. Commissions are paid in the country's currency in which the order was placed. You must become a Director BEFORE your Downline if you want to receive the Wholesale Profits. If you are not a Director, the Wholesale Profit rolls to the first Director Upline.
4. **Generation Bonuses:** Generation Bonuses are paid on the BV generated by each 1-Star Director or above to the next 1-Star Director or above. BV stands for Bonus Volume. Every product has a specific BV attached to it. There can be multiple levels of distributors in between each Generation. This is what makes our plan extremely powerful. The income cap per distributorship with Generation Bonuses is \$246,000 a month. (This does not include Profit Sharing or Retail Profit Rebates.)
5. **Generation Structure:** Generations begin and end with each 1-Star Director or above. Everyone below you, until we reach another 1-Star Director or above, is a part of that Generation. As you move up in the company, you have more Generations below you, and you make more money in Generation Bonuses!
6. **Exotic Car Bonus:** When you reach the 4-Star Director level, and achieve 39,000 BV on total payline volume, you get an Exotic Car Bonus of \$425 a month to lease a BMW. When you reach the 5-Star Director level, and achieve 75,000 BV on total payline volume, you get an Exotic Car Bonus of \$700 a month to lease a Porsche or Mercedes-Benz. When you reach the Presidential Director level, and achieve 189,000 BV on total payline volume, you get an Exotic Car Bonus of \$2,300 a month to lease a Lamborghini or Ferrari. Should your BV levels on payline volume fall below the required volume for more than 2 (thirty day) pay cycles, the car bonus will be suspended until payline volume again reaches the requisite level. This is paid monthly. Further details on this program are available in your Member Office (awarenesslife.com/office) at the link located at the bottom right of the page, titled "Exotic Car Bonus Agreement."
7. **Profit Sharing:** Once you reach the Presidential Director level, a Profit Sharing bonus is provided to you! 1% of the volume of the entire company is divided among all Presidential Directors. In addition, you must be on AutoShip, and conduct at least 3 seminars a month, that are open to all distributors. This is paid monthly.

There are no guarantees regarding income. Commissions are based on the retail sale of products to consumers. The success or failure of each Distributor, like any other independent business, depends on each Distributor's own skills and efforts. Company makes no representations regarding your success or level of income to be obtained from these compensation plans.

F. Promotion Requirements – BASIC PLAN

1. **Distributor:** Pay the \$49 signup fee, receive your Distributor Success Kit, and become a Distributor!
2. **Director:** Order a total of \$400 or more of product in one calendar month. On your next order, you will begin receiving your 25% Retail Profit Rebate. This does not include sales aids.
3. **1-Star Director:** Maintain 50 BV or more of Personal Volume, and have 2 or more Directors personally sponsored under you, who are active.
4. **2-Star Director:** Maintain 65 BV or more of Personal Volume, and have 3 or more 1-Star Directors personally sponsored under you, who are active.
5. **3-Star Director:** Maintain 100 BV or more of Personal Volume, and have 4 or more 2-Star Directors personally sponsored under you, who are active.
6. **4-Star Director:** Maintain 125 BV or more of Personal Volume, and have 4 or more 3-Star Directors personally sponsored under you, who are active.
7. **5-Star Director:** Maintain 125 BV or more of Personal Volume, and have 5 or more 4-Star Directors personally sponsored under you, who are active.
8. **Presidential Director:** Maintain 125 BV or more of Personal Volume, and have 5 or more 5-Star Directors personally sponsored under you, who are active.

G. Promotion Requirements – ADVANCED PLAN w/ AutoShip

1. **Distributor:** Pay the \$49 signup fee, receive your Distributor Success Kit, and become a Distributor!
2. **Director:** Order a total of \$400 or more of product in one calendar month, and maintain 1 product a month on AutoShip. On your next order, you will begin receiving your 35% Retail Profit Rebate. This does not include sales aids.
3. **1-Star Director:** Maintain 50 BV or more on AutoShip, and have 2 or more Directors personally sponsored under you, who are active.
4. **2-Star Director:** Maintain 65 BV or more on AutoShip, and have 3 or more 1-Star Directors personally sponsored under you, who are active.
5. **3-Star Director:** Maintain 75 BV or more on AutoShip, and have 4 or more 2-Star Directors personally sponsored under you, who are active.
6. **4-Star Director:** Maintain 100 BV or more on AutoShip, and have 4 or more 3-Star Directors personally sponsored under you, who are active.
7. **5-Star Director:** Maintain 100 BV or more on AutoShip, and have 5 or more 4-Star Directors personally sponsored under you, who are active.
8. **Presidential Director:** Maintain 100 BV or more on AutoShip, and have 5 or more 5-Star Directors personally sponsored under you, who are active.

H. Maintaining Your Qualifications

To maintain your qualifications, your personally sponsored directors must remain active! If they become inactive for a period of more than 4 months, and you no longer have the required number of qualifying directors for that level, you will drop down to the previous qualification level. Inactive is defined as not meeting personal volume qualifications.

J. Commission Checks

Distributors must achieve a minimum of \$25.00 in earned commissions before the Company generates a check. Until this minimum commission threshold is met, no commission check will be sent to the Distributor.

Distributors must negotiate (meaning process or cash) commission, rebate, or bonus checks within six months (6) from the date of issuance. If a check is not cashed within six months (6), it will be void and no check will be reissued by the Company.

XIX. Publicity Specifications

A. Governmental Representations

Distributors shall not state or imply that the Company programs or products have been approved or endorsed by any government agency. Federal and State regulatory agencies have not given approval or endorsement to any direct selling programs.

B. Privacy Policy

All customer names and personal information shall be subject to the Company's Privacy Policy Statement as posted on its websites.

1. Canadian Privacy Act requirements (PIPEDA). All distributors of Awareness Corporation shall adhere to the Canadian privacy act requirements effective Jan 1, 2004. Failure to adhere to such requirements is a terminable offense. Distributors upon determining that their customers or distributor signups are residents of Canada must obtain consent from those individuals to take and utilize their personal information and direct them to Awareness' privacy policy as stated on the Awareness website. Distributors are personally responsible to meet all requirements of this Act and only utilize personal information they obtain from customers or signup distributors in their Downline in conformance with PIPEDA's requirements. Distributors agree to indemnify and hold Awareness harmless from any and all penalties or fines imposed by regulatory bodies in the event that they violate PIPEDA or any other privacy act requirements.

C. Trademarks, Logos, Product Names, Domain Names and Other Company Intellectual Property:

All Company trademarks, product names, logos, slogans, domain names, Downline Information, Confidential Information and Company Materials (collectively, "Company Intellectual Property") are owned exclusively by the Company. Distributors may not use the Company Intellectual Property or any purpose other than as permitted in these Policies & Procedures. Distributors may not directly or indirectly obtain or attempt to obtain legal rights in any Company Intellectual Property. Distributors also are not permitted to use any Company trademark (including the Awareness name, logo or any Company Product name) as part of any domain name, company name, or advertising slogan.

Upon termination of a Distributor's Distributorship, all rights to use any Company Intellectual Property automatically are terminated simultaneously with termination of the Distributorship. Accordingly, upon such termination, you will immediately and permanently discontinue the use of all trademarks and names, together with all literature, signs, labels, posters, stationary or advertising materials and Company Materials related to the Company, its products and its marketing programs. The failure to discontinue all uses of Company Intellectual Property shall cause the Company immediate irreparable harm, and is inter alia trademark infringement and copyright infringement giving rise to the Company's right to an immediate injunction without the necessity for the posting of a bond by the Company, in addition to all other remedies available to the Company.

The Company grants to each Distributor the limited, non-exclusive, revocable and terminable right to use Company Intellectual Property for authorized Company business-related purposes only, subject to all applicable Company rules and guidelines regarding their use, and only during the period the Distributor is in good standing with the Company, meaning that he/she is not suspended or terminated.

D. Advertising

The Company encourages Distributors to advertise and promote the Company's Products and marketing opportunities. However, it is critically important that all Distributors comply with all Company advertising guidelines contained in these Policies & Procedures or as otherwise established by the Company. Failure to comply can result in damage to the reputation of the Company and its products and could result in undesirable publicity and possible legal actions. In order to protect the Company and its Distributors, the Company reserves the right to terminate Distributors who are in violation of these advertising provisions. Violation of these provisions shall cause the Company immediate irreparable harm, giving rise to the Company's right to an immediate injunction without the necessity for the posting of a bond by the Company, in addition to all other remedies available to the Company.

All advertising and promotion of the Company and Company Products, as well as all advertising and promotion that compares Company Products with other

products, requires the prior written permission of Company prior to a Distributors' placing of any advertising in any media outlet including hard print ads, internet ads or TV or radio advertisements. For purposes of this provision, content on a website constitutes "advertising or promotion."

All advertising and promotional materials you want to use, including any press releases or other publicity material, must be submitted to the Company Corporate Office for review no less than sixty (60) days prior to their planned use. You agree to make any changes to the advertising or promotional material requested by the Company, or, if the Company does not approve the materials, you agree not to use them. All submissions for review must be sent with a cover letter identifying that the materials are advertising materials being submitted for review along with an explanation of when, where and how the materials will be used. If the Company does not notify you in writing of the results of its review within sixty (60) days from the date of receipt by the Company of the materials submitted, the materials are deemed unacceptable and cannot be used.

E. Literature and Sales Aids

Distributors are prohibited from using, distributing or selling any Company Materials, including all marketing and sales materials in any media (print, audio, video, etc.) that (a) has not been authorized by the Company for use, distribution or sale, (b) is outdated, or (c) contains Confidential Information. All Company Materials whether printed, on a website, or in audio, video, CD-ROM or other media, are copyrighted and may not be reproduced in whole or in part by Distributors or any other person. Distributors shall destroy any stale, outdated or discontinued (collectively, "outdated") Company Materials. Distributors can use only current, authorized sales aids. Company can at any time, determine that a sales aid or promotional literature or other Company Material is no longer available for use, distribution or sale by Distributors. Once the Company no longer provides a sales aid or promotional product on its website or through its distributor services, that sales aid or promotional product is considered outdated.

Nothing in Company's sales aids or other Company Materials are implied terms or amendments to this Agreement, nor shall they be deemed as or relied on by Distributors as representations or terms of agreement that bind the Company.

F. Television and Radio

Sections XIX.D and XIX.F govern the use of television and radio advertisements or promotions. Distributors are prohibited from using TV, cable TV, or radio to advertise or promote the Company or any Company Products without the prior written approval of the Company.

G. Internet/World Wide Web Pages

The Company requires that anyone who wishes to establish a website (or a single web page) displaying the Company Products, Company Intellectual Property or Company Materials, or any portions thereof, must contact Distributor Services for an authorized Company hosted Distributor website. Distributors are prohibited from using any website or web pages that are not Company hosted Distributor websites. Violation of this policy is immediate grounds for termination. Distributors may not place or purchase as key words or AdWords any Company Product names, or the Company name, or any names incorporating any Company Product names or the Company name into any Internet search engine (such as Google or Yahoo! Search) without the prior written permission of the Company. Distributors may not acquire, register or use domain names that include the name of any Company Products or the Company name without the prior written permission of the company. The Company is under no obligation to permit any Distributor to use any Company product name or the Company name for any purpose described in this paragraph.

Distributors may not engage in "spamming" which is defined as the unauthorized transmission of email messages or materials to persons without their prior permission. Any form of spamming activity is a violation of the Company policy and will subject the person or persons responsible to suspension or termination of their Distributorship. Spamming may be a criminal offense in some states and will not be tolerated.

The Company reserves the right to terminate any Distributorship of a Distributor who violates any of the foregoing terms and conditions or Company policies. Violation of any of these terms and conditions or Company policies shall cause the Company immediate irreparable harm, giving rise to the Company's right to an immediate injunction without the necessity for the posting of a bond by the Company, in addition to all other remedies available to the Company.

H. Personal Appearances

Appearances by any Company Distributors on TV, cable TV, or radio are prohibited without the prior written approval of the Company.

I. Telephone

The Company prohibits Distributors from answering the telephone in any manner that would imply or lead callers to believe they have reached the corporate offices of the Company. Distributors should therefore refrain from answering the phone with phrases such as "Awareness Corporation" or "This is (name) with Awareness".

The approved telephone listing for all telephone publications is "The Awareness Corporation Independent Distributor (name)." Any Distributor found in violation of this policy is subject to immediate termination.

J. Faxes

Distributors may not send unsolicited facsimile transmissions regarding the Company or its Products to any persons, businesses, or entities. Any sending of such faxes is a violation of Company policy and will subject the person or persons responsible to suspension or termination of their Distributorship.

K. Telephone Solicitation

The Company name and Company Materials may not be used in automatic calling devices or "boiler room" operations to solicit potential Distributors or customers, and in some states any unsolicited telephone calls may be prohibited under Federal or State "Do not Call Rules" or equivalent laws, and therefore are prohibited under these Policies & Procedures. Any violation of any such laws, rules or regulations by a Distributor is a ground for immediate termination of his/her Distributorship, in addition to all other remedies available to the Company for this violation. A Distributor who has violated any such rules, laws or regulations shall indemnify and hold harmless the Company from any claims, damages, fines or penalties arising or resulting from such violation.

L. Trade Shows and Fairs

Each Distributor is responsible for contacting the appropriate local authorities regarding any required sales license, permits, or forms with regard to participation in the event. If a license, permit, or special form is required, a copy must be sent to the Company Corporate Office for the permanent records.

To set up an exhibit at any event, you must secure prior written permission from the Company. Your request to attend a fair or exhibit must be sent in writing to Distributor Services, along with a complete outline of any presentation you may be giving and/or a copy of the promotional materials intended for such use. This request must be received at least twenty-one (21) calendar days prior to the event. When permission is granted, such permission is granted for one event only. Permission does not carry over to the same event on another date. The Company grants permission for only one (1) Distributor to display the Company Products at each event. If two (2) Distributors apply for permission to represent the Company at the same event, preliminary permission will be granted to each Distributor. Final approval will be given to the first Distributor who provides the Company with a copy of the booth space contract showing proof of payment. If both Distributors provide such proof of payment simultaneously, the permission to represent the Company will be given to the most senior of the Distributors.

Distributors are encouraged to cooperate with each other for such events, but the Company remains the final authority on approval of attendance at events where the Company Products are represented.

All materials planned for use at such trade show or exhibit must be approved by the Company in advance of their use. No unauthorized materials may be used by a Distributor at such trade show or exhibit.

M. Inquiries from the Media

In order to ensure accuracy and consistency in the information given to the media, Distributors receiving any inquiry from the media regarding the Company, its products, employees, or marketing programs must not make any statements and must immediately refer the inquiring parties to the Company Corporate office. Distributors are prohibited from acting as a spokesperson or representative of the Company for the media. All public relations matters should be redirected to the Corporate Office at (800)-69AWARE or faxed to (800)-772-7112.

N. Medical Claims and Product Testimonials

No claims as to the therapeutic or curative properties about Company Products may be made, except those officially approved by the Company. In particular, no Distributor may make any claim that the Company's products are useful in the treatment or cure of any disease. Medical claims regarding the Company Products are strictly prohibited. Distributors should recommend to any customer who is currently under a physician's care or medical treatment to seek the advice of their physician before altering their nutritional regimen.

In no event should Distributors give advice or instruct purchasers as to how to use the Company Products (i.e.: amount of dosage, length of use etc.). Customers are to be instructed to use Company Products only in accordance with the Company materials and package usage instructions. Independent instructions or advice given to customers by Distributors or those affiliated with the Distributors are violations of Company policy and these Policies & Procedures and will be grounds for immediate disciplinary action, up to and including termination.

You hereby agree to indemnify the Company and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorneys' fees, court costs, fines, penalties and lost business incurred by the Company as a result of the Distributor's unauthorized representations or actions of any kind or nature whatsoever.

Any violation of any of the foregoing terms and conditions shall entitle the Company to be awarded immediate injunctive relief against such unlawful activity, without any necessity of posting a bond, in federal or state court, in addition to all other legal and equitable remedies. Each Distributor hereby acknowledges that his or her engaging in any of such unauthorized activities shall cause damage and immediate irreparable harm to the Company. All of the terms and conditions of this subparagraph shall survive the termination of this Agreement for any reason.

O. Adverse Event Reporting

Beginning December 22nd 2007, the FDA is requiring all dietary supplement manufacturers to provide notice to it of any adverse event that a U.S. consumer has after taking one of its products. Awareness Corporation will comply with that requirement by submitting product "Adverse Events" from U.S. product consumers through the FDA MedWatch program. (Note: this only applies to U.S. consumers, not Canadian consumers). Should you be contacted by a consumer that lives in the United States and they report any "adverse event" after taking one of Awareness's products please direct that consumer to contact Awareness at 1-800-69AWARE so that Awareness can report that event through the MedWatch notification system. Please do not report any "adverse event" directly. Doing so is a violation of these Policies and Procedures.

P. E-Mails and Voice Messages from Company

As a Company Distributor you hereby agree to receive email messages from Company from time to time on various topics relating to your business.

You additionally agree to receive "Voice Blasts" (automated voice Messages) and/or phone calls from Company alerting you to important news and offers from the Company.

By becoming a Company Distributor (distributor), you hereby specifically agree to receive these emails, automated voice messages and phone calls to the e-mail addresses and phone numbers provided to the company when you sign up as a Distributor.

XX. Conduct and Obligations

A. Adherence to Policies & Procedures

Company Distributors shall monitor the activities of their Downline to help ensure that the Policies & Procedures are being followed. A Distributor must promptly and accurately report any possible violations to Distributor Services. Sponsors are obligated as part of their role as Sponsors to regularly and effectively engage in such monitoring.

B. Violations of Policies & Procedures

The Company actively defends its good name and reputation. Thus, the Company reserves the right to take quick and decisive action in governing and enforcing these Policies & Procedures. Any Distributor who is found to be in violation of any rules, stipulations, laws, or, policies are subject to the disciplinary actions outlined in these Policies & Procedures. If a violation is brought to the attention of the Company, and sufficiently substantiated, it will

be documented into that Distributor's records. Depending on the severity of the violation, disciplinary action may include, but is not limited to, suspension and termination. Should a Distributor be found by the Company to be in violation of these Policies & Procedures, the Company will notify the distributor as of the date of such violation. All commissions, bonuses, or any compensation or benefits owed by Company to the Distributor shall be forfeited by the Distributor upon such suspension or termination, and the right to receive same shall be waived, and Company may bring legal action against the Distributor to seek repayment of all commissions, bonuses or any monies paid to the Distributor from date of violation until the date of termination or suspension of the Distributor. Company may disable a Distributors' access to the Aware-Office and to all Company websites and databases for any reason it deems necessary and for any reason during investigation of a Distributor's violations or alleged violations of Company policies.

If a Distributor is suspended because of a violation or misconduct, that Distributor will lose all rights to any commissions, bonuses, payouts and other benefits during the suspension period. That Distributor is also prohibited from purchasing or selling any of the Company Products or sales aids during the suspension period. The Company reserves the right to set the length of the suspension. A Distributor that repeats an offense or has more than two (2) suspensions will automatically be terminated.

C. Disciplinary Measures

If a violation is brought to the attention of the Company, and sufficiently substantiated, it will be documented into that Distributor's records. Depending on the severity of the violation, disciplinary actions may include, but are not limited to, suspension and subsequent termination.

D. Suspension

If a Distributor is suspended by company for any reason, including for any violation or misconduct, that Distributor will lose all rights to earn or receive or keep any monetary commissions, bonuses, and payouts that have been earned or which otherwise accrued at any time prior to the suspension and during the suspension period. That Distributor is also prohibited from purchasing, marketing or selling any Company Products or using any Company Materials during the suspension period. The Company reserves the right to determine the length of the suspension. A Distributor that repeats an offense or has more than two (2) suspensions will automatically be terminated and lose all rights to his or her Downline and possible commissions and bonuses.

Suspension during investigation of Distributor violations: In the event that Company believes that a Distributor has violated the Policies & Procedures or the Agreement, the Company may suspend all privileges afforded to that Distributor during the pendency of the Company's investigation of those violations. During such investigation and investigatory suspension period, the Company shall be entitled to terminate Member's online access to all Company software, websites, Aware-Office, genealogy, email, voicemail, and retail sites and also may freeze all of that Distributor's commission, bonus or other compensation payments.

Formal Suspension of Distributor: Should Company suspend the Distributor pursuant to any other provisions of these Policies & Procedures or the Agreement, Company may suspend all Distributor privileges pending reinstatement or permanently upon termination. Company shall be entitled to suspend the Distributor's access to all company software, websites, Aware-Office genealogy, email, voicemail, retail sites, and the suspended Distributor shall forfeit all rights to receive or keep any commissions, bonuses or payouts generated or owed to distributor during the period of "formal" suspension up until reinstatement by company or termination.

E. Termination

Upon determination by the Company that a Distributor has violated any provision or policy of these Policies & Procedures or Agreement, and has determined that the violation warrants termination, the Company may terminate the Distributor and may pursue all available legal and equitable remedies against him/her. When a decision is made to terminate a Distributor, the Company will send a notice via the most efficient, reasonable method to the Distributor. A Distributor who is terminated by the Company shall upon demand by the Company, repay, return or compensate the Company for all commissions, benefit program, prizes, inventories, bonuses or other compensation received by the Distributor from the Company from the date of the earliest violation up to and including the date of termination, as well as pay to the Company any other damages, fines or penalties resulting to the Company from such conduct, and to reimburse the Company for any legal fees

expended in connection with the violation(s) and all resulting consequences of the violation(s).

Once notice of termination by the Company has been given, the Distributor immediately shall cease representing himself/herself as a Company Distributor and shall cease all activities relating to his/her Distributorship. If a Distributor wishes to appeal the termination, the Company must receive written notice of the request for an appeal within fourteen (14) calendar days of the date of the Company's termination letter. If the appeal is not received within the fourteen (14) day period, the termination automatically will be deemed final. If a timely appeal is received, the Company will review and reconsider the termination, consider any other appropriate action, and notify the Distributor of its decision. The decision of the Company will be final, binding and not subject to further review. Any Distributor who seeks an appeal waives his/her right to challenge the Company's decision by arbitration, in a court of law, or otherwise.

F. Voluntary Termination ("Resignation")

Any Distributor who wishes to voluntarily terminate his/her Distributorship must contact Distributor Services to notify the Company of the termination. Distributors have the right to terminate their Distributorship at any time for any reason. The Company must receive a notarized letter stating the reasons for resignation, the Distributor's name, and his/her social insurance or social security number. When a Distributor voluntarily resigns with the Company it is treated as an involuntary termination in that all of the terms and conditions in this Agreement applicable to termination shall immediately become operative, including the termination of all licenses granted for the use of Company Materials, Downline Information and other Company Intellectual Property. A terminating Distributor forfeits all rights to receive and waives his/her right to seek all unpaid earned or otherwise accrued commissions, overrides, rebates, bonuses, awards, or any compensation whatsoever from the Company. Distributor fees are not refundable.

G. Notice

All notices to be given regarding disciplinary actions as outlined in these Policies & Procedures, shall be deemed properly delivered by depositing the notice in the mail, addressed to the name of the Distributor, and sent to the last known address in our computer files. The Company may also arrange for delivery by a known courier or service, or send the notice via facsimile transmission followed by a confirmation copy sent by mail. All notices shall be deemed given if sent by mail and five (5) calendar days have passed from the date of the postmark, sent by courier and two (2) calendar days have passed from the shipping date, or same day if delivered by hand or upon confirmation of transmission by facsimile.

XXI. Insurance

The Company carries full product liability insurance as protection against claims arising from possible defects in its products. This coverage does not apply if unauthorized representations or claims are made by the Distributor involved, or if any repackaging or modification of the products has been done. Also, this does not protect the Distributor against risk that his or her inventory may be damaged after receipt. Each Distributor should consult an insurance professional to obtain the proper insurance to meet his or her individual and/or business needs.

XXII. Non-Performance Clause

The Company and any Distributor shall not be held responsible for any delays or failures in performances under this Agreement, where performance is made commercially impracticable due to circumstances beyond the party's control. This includes without limitation, computer failure, strikes, labor difficulties, war, fire, death, natural disasters, curtailment of the party's usual source of supply, governmental decrees or orders, or other such "Acts of God." The Company disclaims all liability for any losses resulting from any such delay or failure, and you waive the right to assert any claims against the Company relating to such delays or failure. Further, the Company's maximum liability for any claims asserted by a Distributor for a non-waived claim is the total amount of money paid to the Company by the Distributor within the six months preceding the assertion of the claim.

The Company does not owe any implied contractual duties under this Agreement, and disclaims all liability with respect to any duties implied by law or otherwise, and you waive the right to assert any such claims.

XXIII. Non-Waiver of Policies & Procedures

Failure of the Company to exercise any rights stated in the Policies & Procedures, Compensation Plan, or Distributor Application and Agreement, shall not constitute a waiver of the Company's right to demand exact compliance therewith by all Distributors. Waiver by the Company of any provision of the Policies & Procedures or any Distributor Agreement shall not constitute a waiver of any prior, concurrent, or subsequent breach by the Distributor, and is only effective if in writing and issued by an authorized executive of the Company.

XXIV. Amendments

In order to maintain a viable marketing program and to comply with changes in Federal, State, or Local laws, and economic conditions, the Company reserves the right, in its sole and absolute discretion, to amend, from time to time, these Policies & Procedures, its wholesale or suggested retail prices, product availability and formulation, and compensation plan as it deems appropriate. Any amendments to the Policies & Procedures shall be effective upon the date of their posting on the Company website, whether or not a Notice of Amendment is posted. Each Distributor is responsible for learning updated information pertaining to the Company and for dissemination of that information to their Downline.

Continued activity in the Distributorship after the Company has posted any Amendment or Notice of Amendment, or acceptance of bonuses or commissions, constitutes actual notice and acceptance of any and all Amendments. Further, each order placed by a Distributor shall constitute a reaffirmation of his or her agreement to be bound by and comply with the then current Policies & Procedures and the Agreement Distributors are bound to the current Policies regardless of their inability or lack of knowledge as to Amendments.

XXV. Governing Law

The Policies & Procedures, Compensation Plan, and Application and Agreement are reasonably related to the laws of the USA and Canada, and shall be governed, constructed, controlled, and enforced in all respects in accordance with Arizona law, without regard to Arizona's conflict of laws principles. The parties agree that sole and exclusive jurisdiction and venue for any disputes arising between them shall lie within the State of Arizona, Maricopa County.

XXVI. Dispute Resolution Procedures

If a dispute arises relating to any relationship between or among the Company, its officers, employees, distributors, or vendors or arising out of any product or service provided by the Company, the parties agree to attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner.

In the event such efforts are unsuccessful, either Party may serve a notice of mediation/arbitration on the other Party. Notice of Mediation/Arbitration shall be personally delivered or sent by prepaid registered airmail or air courier, and shall be effective on the receipt thereof. Proof of receipt shall be sufficient if signed by an officer or responsible official of the Party to whom it is addressed. The Notice of Mediation/Arbitration shall be dated, and without prejudice to any right under the Rules permitting subsequent modifications, and shall specify the claims or issues that are to be addressed in the mediation/arbitration.

The mediation must be held in Chandler Arizona or elsewhere in the greater Phoenix metropolitan area by a mediator knowledgeable about multi-level marketing businesses. The parties shall agree on a mediator and shall equally share the costs of the mediation. The mediation must take place within two weeks following the receipt of notice of mediation. If differences cannot be resolved by mediation, the Parties agree that, in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, they hereby waive their respective rights to a trial by jury and agree to settle the dispute by submitting the same to binding arbitration in accordance with the commercial rules of the American Arbitration Association ("A.A.A."), except that all Parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure as those rules exist in the United States Federal Court for the District of Arizona.

The Parties shall attempt to select a mutually agreeable mediator/arbitrator from A.A.A.'s Panel of Mediators/Arbitrators. If no agreement is reached within fifteen (15) calendar days of the first written notice of intent to

mediate/arbitrate, the current Director of Professional Services for A.A.A. in Arizona shall serve as the mediator/arbitrator.

The Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. 1 et. seq., and the judgment upon the award rendered by the arbitrator may be entered by a court of competent jurisdiction thereof. If a Distributor files a claim or counterclaim against the Company, he or she may only do so on an individual basis and not with any other Distributor or as part of a class or consolidated action. Either Party may elect to participate in the arbitration telephonically. Arizona law, without regard to Arizona's conflict of law principles shall govern any substantive or procedural right other than the enforceability of the arbitration agreement.

The Parties further expressly agree:

1. The arbitrator shall reach his decision only by applying strict rules of law to the facts;
2. The arbitration shall be conducted in the English language, in Maricopa County, Arizona;
3. The Party in whose favor the arbitration award is rendered shall be entitled to recover costs and expenses of the arbitration; including, but not limited to, attorneys' fees and the cost and expense of administering the arbitration proceedings, as well as any cost and attorneys' fee incurred in executing on or enforcing the arbitration award; and
4. The arbitration award shall be issued in Maricopa County, Arizona U.S.A.

Except as provided in the following sentences, no Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter shall have been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Provided that, notwithstanding this dispute resolution policy, either Party may apply to a court of competent jurisdiction in Maricopa County, Arizona to seek injunctive relief before or after the pendency of any arbitration proceeding. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive relief.

XXVII. Distributor Feedback

The Company respects and appreciates the cooperation of their Distributors and requests any information regarding violations and any investigations be relayed to Distributor Services. If you notice any violation, breach, or misrepresentation of any of these Policies & Procedures, please call Distributor Services immediately at (800)-69AWARE or contact Distributor Services at the following email address: customerservice@awarecorp.com.



25 South Arizona Place - Suite 320
Chandler Corporate Plaza, Chandler, Arizona 85225
Customer Service: 1-800-69AWARE
Customer Service Fax: (480) 615-3497

www.awarenesslife.com

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