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Member Agreement Policy and Procedures

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Policies and Procedures

These Policies & Procedures are effective as of the date first displayed above and govern the way a NuYugen Independent Sales Representative, hereinafter referred to as a Member or an Independent Member, conducts business with the Company, other Members and Customers. The governing definitions are found in Appendix A. Any interpretation, clarification, exclusion, or exception to these Policies and Procedures, in order to be effective, must be in writing and signed by an authorized officer of the Company.

The Company endeavours to enforce the Policies and Procedures on a uniform and non-discriminatory basis in line with the values and principles of NuYugen. However, any failure to enforce any of the provisions of the Policies and Procedures with one Member does not waive the Company's right to enforce any such provision(s) with that same Member or any other Member.

These Policies and Procedures, the Rewards Plan, the Member Agreement and any country or situation specific addendum(s) thereto, and any other written agreement between the Member and the Company in their present forms and as amended from time to time at the sole discretion of the Company, are by this reference incorporated into, and form an integral part of, what is collectively referred to as the "Contract." Each Member has the responsibility to read, understand, adhere to the Contract and ensure that he or she is aware of and operating under the most current version of the Contract.

When sponsoring a new Member, the Company shall provide the most current version of the Contract to the applicant or direct them where to find this document prior to his or her execution of the Member Agreement. By signing a Member Agreement or accepting Commissions from the Company, a Member demonstrates that he or she has read, understands and consents to abide and be bound by the Contract and any amendments thereto.

The Company may amend any part of the Contract from time to time as laws and business circumstances change. Notice of any amendment will be published by the Company on its website or by email notification. It is the responsibility of all Members to regularly review the most recently published Contract, located at www.NuYugen.com. The Company will also provide a copy of its most current Contract upon the Member's request.

Note: NuYugen™, Soulera™, Lera™ are registered trademarks of NuYugen, Inc., all rights reserved.

Code of Ethics

NuYugen Inc., its Member and subsidiary entities (from time to time hereinafter referred to collectively as the "Company" or "NuYugen"), has made a commitment to provide products and services of the finest quality backed with impeccable service. In turn, the Company expects its Independent Members (from time to time hereinafter referred to as "you" and "your") to reflect that image in their relationships with Consumers and other Independent Members. As an Independent Member for NuYugen, you are free to operate your business as you see fit in conformance with this Contract, and it is to our long-term mutual benefits if you embody and adhere to the highest standards of integrity and fair practice in your role as an Independent Member.

NuYugen Independent Member Code of Ethics

I will to the best of my ability continually improve the health, well-being and prosperity of myself and the NuYugen family of Members.

I will conduct my business in an honest, ethical manner at all times.

I will only make officially approved corporate statements regarding benefits and savings associated with Company products or services.

I will provide support, training and encouragement to all Members (within my group or not) to ensure that their experience with NuYugen is a success.

I will refrain from making false or misleading financial claims and exaggerating my personal income.

I will respect and not abuse the goodwill of my association with the Company to further or promote other business interests (particularly those which may be competitive to the Company).

I will always speak positively about the Company, its products, officers, members, managing members, employees and Members. As well as, other products, services, or companies; likewise, I will not wilfully denigrate the activities or personalities of fellow Independent Members.

I will abide by all of the Company's Policies and Procedures as included herein, or as may be amended from time to time.

Section 1: Becoming a Member

A. Age of Majority. All Applicants must have reached the age of majority, usually eighteen (18) years of age, in the jurisdiction in which they reside. Any Member found to be in violation at present or at the time of sign up is subject to termination.

B. Application. An Applicant is authorized by the Company to exercise Member Rights and operate a Membership when he or she (i) purchases the Annual Membership/Replicated Website/Web Hosting Fee; (ii) returns to the Company a completed and signed original or electronic (faxed or scanned) Member Agreement or signs through the company's online application process; and (iii) the Company accepts the Agreement. (The Member Agreement and other necessary forms are available on the Company's website.)

1. In order to be accepted by the Company, a Member Agreement for the country in which the Applicant resides and any other required document of the Contract must be complete and correct in every respect and submitted by the Member.
2. Failure of the Member to submit a complete and correct Agreement or to provide appropriate documentation, when requested, may result in the Member Agreement being rejected by the Company. The right to accept or renew any Member Agreement remains solely with the Company for a period of 30 days.
3. A Member may be required to provide the Company with proof of residency, work authorizations, and ability to legally conduct business in the country stated on the Member Agreement.

C. Required Purchase. Unless otherwise prohibited by law, the only purchases required to obtain and maintain a Member are Annual Membership/Replicated Website/Web Hosting Fee. Product purchases are optional.

D. Business Entities. If the Applicant wishes to use a Business Entity as their Independent Membership, the Member Agreement must be of a Person authorized to bind the Business Entity. The Applicant must also submit with the Member Agreement: (i) an Identification Number for the Business Entity (EIN), and (ii) a Statement of Beneficial Interest, which must include the signature and Identification Number or other personal identification number of every Person having a Beneficial Interest in the Business Entity. To verify the form of the Business Entity, Beneficial Interest holders, and authorized signatories, the Company may require, at any time, the Applicant to submit a copy of its articles of organization, articles of incorporation or other charter documentation.

E. Identification Number. For tax reporting (where required) and identification purposes (where permitted by law), the Company requires Applicants to provide their Tax Identification Number and/or other personal identification number. Failure to provide this number may result in rejection of the Application or cancellation of the Membership.

F. Inaccurate Information. If the Company determines that the Member Agreement or the Statement of Beneficial Interest contains inaccurate or false information, it may immediately terminate a Member or declare the Member Agreement null and void from its beginning. Further, it is the obligation of the Member to report to the Company on an ongoing basis any changes, which affect the accuracy of the Contract.

G. Term. The Contract is valid for the period of one (1) year from the Date of Sign-up. Each year after that, the Contract may be renewed by payment of Annual Membership Web Hosting Fee. The Member, on the annual anniversary of the Date of Sign-up, must pay this fee when the Membership is to be renewed.

1. The Member expressly authorizes the Company to collect the annual renewal fee using payment method saved to their Member account.
2. A Member will forfeit Member Rights and agrees that his or her position may lose its Downline Organization and may forfeit the right to participate in the Compensation Plan, if the annual renewal fee is not paid by the renewal date.

H. Non-Exclusive Territory. The authorization of a Member to exercise Member Rights and operate a Membership hereunder does not include a grant of an exclusive franchise or territory to a Member, nor is a Member allowed to make such claims.

Section 2: Obligations of a Member

A. Compliance. A Member shall comply at all times with each of the terms and conditions of the Contract, as well as local, state, and country laws.

B. Independent Contractor. A Member is an independent contractor and is responsible for his or her own business expenses, decisions, taxes and actions.

1. A Member shall not represent himself or herself as an agent, employee, partner, or joint venture with the Company. A Member shall not make purchases or enter into any transactions or contracts in the Company's name.
2. A Member's work hours, business expenditures, and business plans are not dictated by the Company. A Member shall make no printed or verbal representations, which state or imply otherwise.
3. A Member is fully responsible for all of his or her verbal and/or written statements made regarding the Products, services, and the Compensation Plan which are not expressly contained in current official Company materials and the Member agrees to indemnify the Company against any claims, damages, or other expenses, including attorneys' fees, arising from any representations or actions made by the Member that are outside the scope of the Contract. The provisions of this Section survive the termination of the Contract.

C. Compliance with Laws. In conducting its Member Business, a Member must comply with all applicable national and local laws, regulations, and ordinances. A Member shall not violate any laws which apply to unfair competition or business practice, including any law that prohibits the advertising, offer to sell, or sale of Products at less than NuYugen's published price of the Products.

D. Offerings. A Member may not offer or promote any non-Company plans, incentives, opportunities, non-approved Sales Tools, or non-NuYugen Products in conjunction with the promotion of NuYugen Products. Only Company-wide offers may be advertised.

E. Promotion of Competing Products. A Member is prohibited during the term of the Contract from promoting or selling in any Authorized Country any non-Company brand ingestible or topical products, which have the same core intellectual properties as the company.

F. Retail Sales. Achieving success as a Member requires time, effort and commitment. There are no guarantees of Commissions, only rewards based upon productivity. A successful Member Business requires regular and repeated Retail Sales of Products by a Member. Retail Sales by a Member's Downline Organization also contributes to the success of a Member Business. A Member is required to keep records of all non-online Retail Sales for a period of three (3) years and the Company randomly monitors compliance with Retail Sales requirements of the Company. Each Product purchased via Member's NuYugen website by non-Member or Customers is automatically counted on a monthly basis towards qualification requirements.

G. Negative Statements. A Member will make no disparaging, misleading, inaccurate, or unfair statements, representations, claims, or comparisons with regard to:

1. The Company, its Products, its commercial activities, or its Members; or
2. Other companies, including competitors, their services, products or commercial activities.

H. Unethical Activity. A Member must be ethical and professional at all times when conducting Member Business. A Member will not, nor will the Member permit Members in his or her Downline Organization to engage in unethical activity. Examples of unethical activities include, but are not limited to, the following:

1. Causing Product sales in unapproved Retail Establishments or on Unauthorized Websites;
2. Unauthorized use of another Member or Customer's credit card;

3. Unauthorized use of any Company Confidential Information;
4. Cross-Company Recruiting (including aiding and abetting another to Cross-Company Recruit);
5. Cross-line Recruiting (including aiding and abetting another to Cross-line Recruit);
6. Writing checks without sufficient funds;
7. Making unapproved claims about the Product;
8. Making income claims about the Member Business, which is not compliant with the provisions of the Policies and Procedures;
9. Making false statements or misrepresentation of any kind, including but not limited to: untruthful or misleading representations or sales offers relating to the quality, availability, grade, price, terms of payment, refund rights, guarantees, or performance of Products;
10. Personal conduct that discredits the Company and/or its Member;
11. Violating the laws and regulations pertaining to the Member Business;
12. Failing to meet Sponsor responsibilities;
13. Violating the Code of Ethics; or
14. Violating the Contract.

I. Cross-Company Recruiting. Members are prohibited from engaging in Cross-line Recruiting, Sponsoring, or a solicitation to Sponsor, indirectly or otherwise, an existing Member (or anyone with a Beneficial Interest in that Member's Business). The Cross-line Recruiting policy applies only to the recruiting of existing Members and does not apply to Persons who are not yet Members of the Company. While the Company discourages soliciting, bidding or enticement people who have been previously contacted by another Member to join their team, the Company respects and honours prospects free will to choose their Sponsor.

J. Cross-Line Recruiting. Other than personally enrolled Members, Members are prohibited, during the term of the Contract and for a period one (1) year following the date of termination of the Contract, from Recruiting a Member to sell or purchase products or services from other direct selling companies other than those offered by NuYugen. The Member stipulates and agrees that Recruiting constitutes an unreasonable and unwarranted interference with the contractual relationship between the Company and its Members, conversion of the Company's property, and misappropriation of the Company's trade secrets. The Member further stipulates and agrees that any violation of this rule will inflict immediate and irreparable harm on the Company and the upline of those recruited, and that the Company and the upline shall be entitled, in addition to any other remedies that may be available, to immediate, temporary, preliminary, and permanent injunctive relief without bond; and that such injunctive relief may extend the post-termination period of this restriction for up to one (1) year from the date of the last violation of this provision. The provisions of this Section survive the termination of the Contract. Nothing herein waives any other rights and remedies the Company may have in relation to the use of its Confidential Information or any other violations of the Contract.

The Member agrees that appearing in, being referenced in, or allowing the Member's name or likeness to be featured or referenced in any promotional, recruiting or solicitation materials for another direct selling company constitutes Cross-Company Recruiting.

K. Resolving Disputes. A Member must conduct all activity in the best interests of the Company. Sponsors shall use their best efforts to resolve disputes in their Downline Organizations. Any personal disputes between Members must be resolved quickly, privately, and in the best interests of the Company and its Members.

L. No Claims of Unique Relationship. A Member may not allege or imply that he or she has a unique relationship with, advantage with, or access to the Company executives or employees.

M. Detrimental Conduct. If any conduct by a Member or any participant in the Membership is determined by the Company to be injurious, disruptive, or harmful to the Company or to other Members, the Company may take appropriate action against a Member and the Membership as set forth in Section 8.

N. No Reliance. A Member may not rely on the Company to provide legal, tax, financial, or other professional advice, nor may it rely on any such advice if given.

O. Service Charges. The Company provides numerous services to its Members without charge. However, Members occasionally make unusual and out of the ordinary requests that require special time and effort to fulfill which may incur a cost of fifty dollars (\$50 USD or equivalent local currency) per hour.

P. Insurance. Since laws differ according to jurisdiction, the Company encourages its Members to consult with an attorney regarding the extent of their personal legal liability with respect to their independent businesses. NuYugen, Inc. will maintain product liability insurance with extended coverage to Members.

Q. Confidentiality. Upon signing a Member Agreement, the Member agrees to maintain confidentiality regarding Confidential Information and any other trade secrets and proprietary information or sales methods. This confidentiality obligation is irrevocable and permanent, remains after termination of the Contract, and is subject to legal enforcement by injunction and award of costs and fees necessarily incurred. All Confidential Information is transmitted to, or allowed to be gathered by, Members in strictest confidence on a need-to-know basis for use solely in the Member Business. Members must use their best efforts to keep such information confidential and must not disclose any such information to any third party, directly or indirectly. Members must not use the Confidential Information or any information derived there from to compete with the Company or for any purpose other than for promoting the Company's program and its products and services. The Member maintains no ownership interest in any Confidential Information or any information derived there from, including contact and profile information of Downline Organizations, or other Member contact information gathered in connection with the Member's Business, and may not sell, disseminate, or provide it to any other party. The Member acknowledges and agrees that the Confidential Information received by the Member relating to the profiles and reports of Downline Organizations or other Member.

Information gathered in connection with the Member Business, including any information derived there from, constitutes the Company's trade secrets.

R. Privacy of Member Information. All information provided by an Applicant on a Member Agreement will be used solely for the purposes of evaluating the Member Agreement and for related activities of the Member. A Member authorizes the Company to disclose its contact information to the Member's Upline, and to the Member's Downline Organization three (3) levels below or to those Members for whom the Member is the closest Upline "Gold" or above (as defined in the Rewards Plan). The contact information may be used only for the Member Business.

S. Use of Confidential Information. The Member may acquire Confidential Information during the term hereof, for example, from the sale of Member Tools or merchandise to the Company's Member, including those who are cross-line to the Member. Accordingly, regardless of the source of the Confidential Information, the Member understands and agrees:

1. The Confidential Information is for the exclusive and limited use of the Member to facilitate the training, support and servicing of the Member's Downline Organization for furtherance of the Member Business only;
2. He or she will not disclose the Confidential Information to a third party directly or indirectly (including other Members) and that doing so constitutes misuse, misappropriation, and a violation of the Contract;
3. The information is of such character as to render it unique and that disclosure of it will cause irreparable damage to the Company; the Company is therefore entitled to immediate, temporary, preliminary, and permanent injunctive relief, in addition to all other remedies available in law or equity, to prevent or compensate for any violation of this policy;

4. He or she will not use the information to compete with the Company directly or indirectly and improper use will result in termination of the Contract;
5. He or she may be required to sign a non-disclosure agreement before receiving Confidential Information from the Company, or prior to engaging in activities that would allow the Member to acquire Confidential Information; and
6. Upon expiration, non-renewal or termination of the Contract, he or she will discontinue the use of such Confidential Information and destroy or promptly return to the Company all Confidential Information under the control of or in his or her possession.

T. Notification of Adverse Action. A Member shall immediately notify the Company's Legal department in writing of any potential or actual legal claims from third parties against the Member arising from, or associated with, the Member Business or the Downline Organization that may adversely affect the Company. After notifying the Member, the Company may take any action necessary to protect itself, including controlling any litigation or settlement of the legal claims. If the Company takes action in the matter, the Member shall not interfere or participate in the matter.

U. Release for Use of Photo, Audio, or Video Image, and/or Testimonial Endorsement.

1. The Company may take photos, audio or video recordings, or written or verbal statements of a Member at Company events or may request the same directly from a Member. The Member agrees to and hereby grants the Company the absolute and irrevocable right and permission, to use, re-use, broadcast, rebroadcast, publish, or republish any such photo, audio, video, or endorsement, in all or in part, individually or in conjunction with any other photograph or video, or any other endorsement, in any current or future medium and for any purpose whatsoever, including (but not by way of limitation) marketing, advertising, promotion, and/or publicity; and to copyright such photograph and/or video, in the original or as republished, in the name of the Company, or in any other name. Regardless of any other agreements or contracts the Member may have with any other entity, the Member agrees that any use by the Company as set forth in this Section shall be royalty free, is a work made for hire, and is not subject to any other claim. The Member agrees to defend and indemnify the Company against any claims by any other party arising out of the Company's use of the rights granted herein. The Member confirms that the information he or she may give as a testimonial endorsement, or as represented in a photograph, video or audio is true and accurate to the best of his or her knowledge. The Member waives any right he or she may have to inspect or approve the finished or unfinished product(s), the advertising copy, printed, recorded, photographic or video matter, which may be used in connection with it or any use that may be made of it.
2. The Member agrees that photos, audio or video recordings taken by the Member or any third party at the Company's events or activities may not be used by the Member or any third parties to promote the business unless it has first been approved by the company.

V. Conducting the Member Business Internationally. A Member has the right to operate in any Company Authorized Country where the Member may lawfully conduct the Member Business. It is a Member's responsibility to comply with all national and local laws, ordinances, and regulations when conducting Member Business in any Authorized Country.

1. The Company may specify certain countries subject to a Pre-Launch Period in which Members may also conduct the Member Business. The Company may formally announce a Pre-Launch Period at least thirty (30) days prior to the official opening.
2. A Member has no authority to and shall not conduct the Member Business (except as permitted herein), nor introduce or establish the Company's business or Product in a non-Authorized Country or any country that is not the subject of a Pre-Launch Period announcement from the Company. This includes but is not limited to: any attempts to secure approval for Products or business practices; register or reserve the Company names, trademarks, trade names, or Internet domain names; or establish any kind of business or governmental contact on behalf of the Company.
3. Prior to an announced Pre-Launch Period, Member Business in an unopened country is limited strictly to the following: A Member may only hand out business cards and participate in small meetings not exceeding eight (8) total persons personally acquainted with the Member or the Member's contacts.

Section 3: Sponsorship

A. Sponsoring. To act as a Sponsor, a Member must meet all requirements and accept all responsibilities as outlined in the Contract. A Sponsor may refer persons wishing to become Members as Applicants to the Company. Only Applicants residing in Authorized Countries or in those countries subject to a Pre-Launch Period may be sponsored.

B. Placement. Once the Company accepts an Applicant's Member Agreement, the new Member is automatically placed on the first level of the Enrolling Sponsor's Downline Organization. For period of 30 days, the Enrolling Sponsor has the option to change Placement with or without Sponsorship change to anyone, anywhere within their downline organization. Placement and Sponsor changes are not recommended without the enthusiastic approval of the Member being moved, and once done are permanent.

C. Training and Support. A Sponsor shall:

1. Make reasonable efforts to ensure that all Members in his or her Downline Organization understand the terms and conditions of the Contract and all applicable national and local laws.
2. Provide ongoing training and support in the development of his or her Downline Organization's business and the sale of Products.
3. Provide education and instruction so that Product sales and meetings conducted by Members in his or her Downline Organization are conducted in accordance with the Contract, and with any applicable national and local laws.
4. Give guidance and encouragement to Members in his or her Downline Organization.
5. Make commercially reasonable efforts to privately settle any disputes arising in his or her Downline Organization.
6. The company does not take changing of Sponsorship lightly, however failure to provide or make an effort to provide reasonable training and support to first-level Members may result in that Member requesting to be moved to a supportive Member, and the company reserves the right to carefully evaluate the situation and approve or deny the request.

Section 4: Sponsor and/or Placement Changes; Transfers Beneficial Interests

A. Sponsor and/or Placement Changes. Because of the need to maintain the integrity of Downline Organizations, after thirty (30) days Sponsor and/or Placement changes may not be feasible and generally will not be allowed. All Sponsor/Placement change requests after thirty (30) days require four (4) levels active upline approval and the Company has complete discretion to allow or disallow any proposed change. A fifty dollar (\$50 USD) non-refundable fee is required with each Sponsor Change Request.

B. Sale or Transfer of a Membership. A Membership sale, assignment or transfer occurs when a Member sells, assigns or transfers ownership or control of a Membership to another Person. (If a member, director, manager, shareholder, partner, executive or similar position or title sells, assigns, or transfers a controlling or majority interest in a Business Entity Membership, which has a Beneficial Interest in a Membership, such sale, assignment or transfer, is subject to these provisions herein).

The Company reserves the right, to approve or disapprove any proposed sale, assignment or transfer of a Membership, but approval will not be unreasonably withheld. The sale, assignment or transfer of a Membership may only occur if, at the time of the sale, assignment or transfer, the Membership is in good standing pursuant to the terms of Section 9 herein. In any sale, assignment or transfer, the transferee Member will retain the same Downline Organization and the same rank held before the approved transfer, but the Rank/Title will be subject to re-qualification. A Membership may be assigned or transferred without consideration (e.g. as a gift) subject to the Company's prior written approval. First consideration of any transfer or sale will be the effect on downline Members and the Company. Any sale, assignment or transfer of a Membership is subject to the conditions of this Section.

C. Right of First Refusal. Membership transfers are subject to a Right of First Refusal (“RFR”) to the Qualified Direct Upline.

1. If a Member receives a Bona-Fide Offer to purchase his or her Membership, the Member shall first offer to its Qualified Direct Upline on the same terms and conditions as those contained in the Offer. The Company shall convey the Offer by providing written notice of the same to the Member's Qualified Direct Upline. The Qualified Direct Upline shall have ten (10) business days in which to accept or reject such offer. If the Qualified Direct Upline accepts the offer, he or she must provide written notice to the Company upon acceptance.
2. If the Qualified Direct Upline fails to exercise his or her RFR within the time allotted, the Member may transfer the Membership to a corporate approved third party according to the same terms and conditions contained in the Offer, provided, however, that the Member complies with all other transferring procedures contained in this Section and as may be established from time to time by the Company.
3. The RFR shall apply to each new Offer received by the Member.
4. The following circumstances are not subject to the RFR requirements in Section 4; however, each instance requires that an amended Member Agreement and Statement of Beneficial Interest be filed with the Company.
 - a. When the name of a Person who has a Beneficial Interest in the Membership is added to the Member Agreement (e.g., a wife adding her husband).
 - b. When the name of a Person who no longer has a Beneficial Interest in the Membership is removed from the Member Agreement (e.g., a minority member who is removed from a company; or a shareholder, not holding a controlling interest, sells his or her interest in a company.)
 - c. When the Member is an individual and is transferring his or her ownership rights to a legal entity in which only that Member has a Beneficial Interest (e.g., a husband and wife form a limited liability company to operate their Membership and are the only members/ managers).

D. Limitations on Sales and Transfers.

1. An existing Member may not purchase another Member's position without corporate approval.
2. Without corporate approval, a Member who sells or transfers his or her Membership may not reapply to become a Member under another Sponsor for a period of not less than six (6) months after the Company has approved the sale.
3. Should a Member transfer his or her Membership to the Qualified Direct Upline, the Qualified Direct Upline may merge the Membership into his or her existing Membership or hold the Membership for up to six (6) months to find and transfer the Membership to a new buyer. Failure to transfer the Membership within the time limit will result in the Membership being merged into the Qualified Direct Upline's Membership in accordance with the Membership transfer procedures.
4. All sales or transfers of Memberships below the Gold Rank may, at the Company's sole discretion, be subject to a non-competition obligation between the selling or transferring Member and the Company, of up to six (6) months, pursuant to the terms of sale or transfer documentation provided by the Company. All sales or transfers of Member Gold Rank or higher shall be subject to a non-competition obligation between the selling or transferring Member, the purchasing Member, and the Company, of not less than one (1) year, pursuant to the terms of sale or transfer documentation provided by the Company at that time.

E. Process. Additional processing requirements include:

1. The selling/transferring Member must either provide or have on file a current and accurate Member Agreement and Statement of Beneficial Interest for all Business Entities requesting the transfer.
2. Specific documentation available by request from the Company must be submitted in order to process a sale or transfer of Membership.
3. An application for a sale or transfer must be received by the Compliance Department at the Company by the 15th day of a month in order for the change to be effective for the given month.
4. Any requests received after the 15th will be processed for the following month.
5. A one hundred dollar (\$100 USD or equivalent local currency) fee will be assessed per each request.

F. Interpretation. The interpretation of these Policies & Procedures pertaining to the sale, assignment or transfer of a Membership will be made in a manner that considers and serves the best interests of the Company and its Members. The Company reserves the right to reject any transferee or buyer.

G. Restrictions Against Multiple Beneficial Interests.

1. A Member is prohibited from having a Beneficial Interest in more than one Membership.
2. If a Person with a Beneficial Interest in an existing Membership wishes to become a Member under another Sponsor, the Person must first terminate the Beneficial Interest in the existing Membership and wait six (6) months before applying to be a Member.
3. The Company's restrictions against multiple Beneficial Interests ensures that
 - (i) all efforts by a Member to build his or her Member Business are focused on a single Membership and not diluted through the demands of multiple Memberships; and
 - (ii) the Upline receives the full benefit of the Member's efforts. In determining whether or not a Member has a Beneficial Interest, the Company considers the meaning of the term as set forth in the definition in Appendix A as well as the intent of such restriction.

H. Effects of Divorce and Death on the Membership.

1. **Marriage.** A spouse is deemed to have Beneficial Interest in a Membership and all the omissions of the spouse shall be imputed to the Member. If two Members marry, they may keep their Memberships separate. However, all other conditions of the Beneficial Interest rules of the Contract apply to both Memberships.
2. **Death and Inheritance.** In the case of a Member's death, the Contract will be assigned to the legal successor to the Membership (who can properly qualify according to the Contract) in accordance with applicable laws. The Company requires certified copies of the death certificate (or a doctor's statement) and a certified will, court order, or other appropriate legal documentation. Successors in interest must submit an amended Member Agreement. Upon notice of demise, the Company reserves the right to make payments to the estate of the deceased Member. If the legal successor wishes to terminate the account, a written, signed statement of request to terminate must be submitted along with appropriate legal proof of death. If the legal successor to the Membership is already an existing Member, the Contract will be assigned to the existing Member and the Company will allow the multiple Beneficial Interest through inheritance; provided, however, that the existing Member does not already own another Membership through inheritance. If the existing Member already owns another Membership through inheritance, the Company will allow the multiple Beneficial Interest through inheritance for up to six (6) months, by which time the existing Member must have sold or otherwise transferred the existing or one of the inherited Memberships.

Section 5: Compensation

A. Earnings Through Sales. Commissions are paid to Members who qualify pursuant to the Rewards Plan and who are in compliance with the Contract. As the success of any Member depends largely on the personal efforts of that Member, the Company does not guarantee any level of profit or success, nor does it guarantee a Member a specific income. A Member does not receive compensation for sponsoring or recruiting other Members. The only way to earn commissions is through the sale of Products, rewards are based on these sales.

B. Payment. The Company will pay Commissions to Qualified Members on Product orders that have been received before the end of the Commission period; (ii) fully paid; and (iii) the sale is completed.

1. Commissions are paid in the name of the Business Entity listed on the Member Agreement. When no Business Entity is listed, Commissions are paid to the personal name of the first Person listed on the Member Agreement.
2. Monthly Commissions are paid on or before the 10th day of each month. All orders must be received by the Company before midnight, 11:59 PM Eastern Time on the last calendar day of the month to be included in that month's Commission calculation.
3. Weekly Commissions and Bonuses are paid weekly on the Friday following the end of the weekly qualifying period. For an order to be included in a weekly qualifying period, it must be placed between (12:00 AM) Sunday morning and midnight 11:59 PM Eastern Time the following Saturday night.
4. If a Member believes that there is an error in the computation of commissions and/or program qualifications, the error must promptly be brought to the attention of the Company. If such problems are not presented to the Company in writing within Thirty (30) days after the end of the relevant Commission period, the Member waives all recourse with respect to such alleged error.

D. Minimum Payment Amount. The minimum amount for payment of commission and bonus is one dollar (\$1 USD or equivalent local currency). Commissions and/or bonuses in an amount less than one dollar (\$1 USD or equivalent local currency) for a pay period will accumulate until they equal or exceed one dollar (\$1 USD or equivalent local currency).

E. Returned or Unpaid Payments. The Company makes every effort to ensure that a Member receives its commission payments. However, if a commission payment is unpaid due to insufficient information or other reasons beyond the control of the Company, the payment will be held for the benefit of the Member for 180 days. Once the 180 day time period has passed, the commissions may be voided.

F. No Manipulation. Manipulation of the Rewards Plan is not permitted and may result in disciplinary action. Manipulation includes, but is not limited to, a Member purchasing to qualify for various Ranks, Commissions, or Bonuses, large quantities of Product that are not sold through the direct marketing channel, placing orders in his/her Downline Organization, and any other actions that may violate state, federal or foreign anti-pyramid scheme laws. Creating Member positions for the sole intent of stacking, qualification or manipulation of the rewards plan is prohibited. Such manipulations may, in the discretion of the Company, result in the suspension of commissions and termination of the Membership.

G. Deductions and Offsets. The Member authorizes the Company to deduct fees from its Commissions as deemed appropriate in accordance with Section 6 herein or any other term or condition of the Contract. Any reasonable fees will be assessed at the sole discretion of the Company.

Section 6: Ordering Company Products

A. Inventory. As the Company imposes no specific minimum inventory requirement on its Members, a Member must use its own judgment to determine the amount of inventory they will need to sustain for their projected Retail Sales, Sampling and Personal Use.

B. Ordering. Products can be ordered by telephone or through www.NuYugen.com, or if available, by direct request at the Company's Will Call locations.

1. Mailed, or personally delivered orders must be submitted using a current Member price list and a fully completed order form. The prices of the Company's Products are subject to change at the discretion of the Company.
2. Payment must be the exact amount of the order and may be made by those methods presently available (cashier's check, money order, credit card, cash, direct debit).
3. Orders must be paid in full prior to pick-up or shipping. All shipping and handling costs are based on delivery location and the amount of Products ordered.
4. Unauthorized use of another Person's credit card is prohibited.
5. An order placed over the phone is not deemed made to the Company until the Company customer service agent provides the Member or Customer an order number.
6. The Company reserves the right to reject any order for any reason.

C. Will Call. Where Will Call service is available, a Member may pick up the order at the will call location.

D. Back Orders. If the Company is temporarily out of stock on ordered Product, a Member will receive a "Back Order" notice with his or her shipment. Back orders are filled first as new inventory arrives. Volume on back orders is credited to the month in which the Company received payment for the original order, but commissions may be delayed until shipment has been completed.

E. Electronic Funds Transfer (EFT). This method of payment may be an option for the purchase of Products and payment of Commissions to Members in certain Authorized Countries. When a Member sets up an EFT method to purchase Products or receive Commissions, he or she is authorizing the Company to electronically

ly debit or credit his or her bank account on a recurring basis for the amount of any designated purchase or payment, subject to the laws of the Authorized Country where the Member resides.

1. In order to establish EFT as a purchase or payment method, an eligible Member must submit the required forms to a Company customer service representative or through their Member back office.
2. A Member's use of a bank account belonging to another person for EFT purchases requires written, notarized authorization by the owner of the account. Failure to obtain proper authorization constitutes a breach of Contract.

F. Payment Default. Any payment that is not supported by sufficient funds or that is returned uncollected constitutes a breach of the Contract. The Company will assess a handling fee of twenty-five dollars (\$25 USD or equivalent local currency) for all payments lacking sufficient funds. The Company reserves the right to restrict a Member's payment method.

1. When there are not sufficient funds, the Member is responsible for all bank charges plus the Company's handling fee. In the case of the EFT method, the Member understands that when the Company's first attempt to receive an EFT payment is unsuccessful, the bank may make a second attempt within three (3) days. The Member's bank may charge an insufficient funds fee for each unsuccessful attempt. If there are insufficient funds, the Company will put a hold on the Product or cancel the shipment. If the Product has already been shipped, the Member will be expected to use an alternate means of payment for the Product. If payment is not received within a reasonable amount of time, the Company may proceed with collection measures, stop the future shipment of orders, and take any other recovery steps available to it under the Contract, including withholding Commissions.
2. Any uncollected amount may be deducted from the Member's present or future Commissions.
3. The Member understands that all Persons listed on the Member Agreement, or any Person having a Beneficial Interest in the Membership, will be held jointly and severally liable for the outstanding amount for unpaid Product and fees. It is expressly understood by the Member that this joint and several liability supersedes any limitations of liability otherwise available to the Membership or its Beneficial Interest holders.

G. Seventy Percent (70%) Rule. A Member certifies with each new Product order that he or she has sold or consumed at least 70% of all Product purchased in prior orders. Each Member that receives Commissions and orders additional Product agrees to retain documentation that demonstrates compliance with this policy, including evidence of Retail Sales. A Member agrees to make this documentation available to the Company at the Company's request. Failure to comply with this requirement or falsely representing the amount of product sold or consumed in order to advance in the Rewards Plan constitutes a breach of the Contract and is grounds for disciplinary action and possible termination.

H. Sales Tax, GST, VAT. U.S. and Canadian sales tax is collected on Product sales in all states and provinces that have sales tax. Shipping and handling is calculated using the applicable rates for the location of where the product is shipped. The Company will collect and remit sales tax to the proper taxing authority following collection. The Company may, in its sole discretion, accept "Sales and Use Tax Exemption Certificate" or equivalent document to the Company. If occupied by the Company, the collection of sales tax will be the responsibility of the Member. Seeking the advice of a tax professional is recommended to determine tax issues for each Member and their business. It is the responsibility of the Member to provide an updated copy of its certification for exemption from sales tax each year.

I. Product Inspection and Acceptance. Members must inspect Product upon delivery. If the Product is damaged in shipment, incorrectly sent due to a Company error, or otherwise of substandard quality, the Company will exchange the Product, provided you notify the Company within five business days of receipt of the order. The Company will issue a return label for the Product and immediately send a replacement order. The Company will inspect the Product upon receipt. If an exchange is not feasible, the Company will refund the amount of the returned Product. Failure to notify the Company within five business days of non-conforming Product will be deemed acceptance of the Product delivered.

J. Returns, Refunds, and Exchanges. Customer Return Policy for the NuYugen provides a Feel It or It's Free 30-Day Money Back Guarantee:

If purchased directly from NuYugen: After trying the product for 30 days, if a Customer is unsatisfied with the results they received from the product, the Customer may return the product for a full refund of the purchase price within 60 days of the date of purchase. To obtain a refund, the Customer must contact Customer Service for authorization and additional instructions on the refund procedure. Because this return policy was created, in part, to allow Customers to try NuYugen products, NuYugen will only honour one refund request per product from any Customer, except where a product is received in a damaged or defective condition. One-way shipping or courier costs to NuYugen for the return of Product will be borne by the Customer unless otherwise prohibited by law.

If purchased directly from a Member: Members are required to honour the NuYugen "Feel It or It's Free" 30-day Money Back Guarantee for all Customers who purchase the Products from you. If a Customer is unsatisfied with a Product purchased directly from you, the Customer may return the Product to you within 60 days of purchase for a replacement or refund. To process a Customer return, you must collect the unused product and/or original packaging, Customer's full name, phone number, and email address (the "Customer Contact Information"), and contact customer service at support@NuYugen.com for authorization and further instructions on the refund/replacement procedures. NuYugen will issue replacement Product for the Product returned. One-way shipping or courier costs to NuYugen for the return of Product will be borne by the Member unless otherwise prohibited by law. Keep in mind that the return policy was created, in part, to allow Customers to try NuYugen products. Therefore, Customers are limited to one refund request per product, except where a product is received in a damaged or defective condition.

Member Return Policy: If you are unsatisfied with a product purchased from NuYugen, you may return the product for a full refund upon notifying the Member Relations Center within 60 days from the date of your purchase. An agent will assist you with the proper procedures in order to process your refund. Keep in mind that the return policy was created, in part, to allow Members to try NuYugen products. Therefore, Members are limited to one refund request per product, except where a product is received in a damaged or defective condition. Any advancements in the NuYugen Rewards Plan, bonuses or awards achieved as a result of these purchases will be reversed and the amount(s) deducted from the Member's refund.

Effect of Returns and Refunds on Member Commissions: Any Commissions paid to the Member and his or her Upline for the Product returned by a Member or Customer may be debited from the respective Upline Member's account or withheld from present or future Commission payments.

Section 7: Marketing and Advertising

Key Principles. The following principles apply to any action by a Member involving the marketing and sale of NuYugen products and the NuYugen income opportunity:

1. Only company provided marketing materials, both digital and print, may be used in the marketing, sale and promotion of the NuYugen products and opportunity.
2. NuYugen will provide Members with web content, online systems, tools and literature to promote their NuYugen products and business.
3. All testimonials or claims must comply with the Policies and Procedures and NuYugen company practices.
4. NuYugen provided advertisements for NuYugen products may not be displayed with other company products without pre-approval.
5. NuYugen products and advertisements may not be displayed online with content that result in non-compliant implications. For instance, promoting NuYugen on a website or social media group that aims to cure medical conditions implies that our products are beneficial for such conditions.
6. All NuYugen product orders must be placed using the NuYugen Member or Customer shopping carts found within your NuYugen provided replicated website. Product orders may not be taken on any website other than the NuYugen replicated websites, including but not limited to retail websites like eBay and Amazon.
7. You must be truthful and honest when marketing NuYugen products and the NuYugen income opportunity. You must always identify yourself as an NuYugen Independent Member and make no income claims.

A. Use of Trademarked and Copyrighted Materials.

1. Members may not use in any way, any of the Company's current or after acquired trademarks, trade names, corporate executives and advisers, logos, sales marks or any confusingly similar variations of its marks, unless approved through compliance.
2. Except as indicated herein, a Member may not use the Company's trademarks, trade names, logos, images, sales marks or any confusingly similar variation in a business name, email address, Internet domain name or sub-domain name, URL, telephone number, or in any other address or title.
3. The Member agrees to immediately re-assign to the Company any registration of the Company names, trade names, trademarks, or Internet domain names registered or reserved in violation of this policy. The provisions of this Section survive the termination of the Contract.
4. Members agree not to promote or utilize Search Engine Optimization (SEO) techniques, such as the use of keywords, promotion in descriptions, tagging, image tagging and naming, linking and other SEO techniques, containing or using the company and/or product names, trademarks or variations thereof.
5. The Company, in its sole discretion, will determine whether a variation of its trademark is confusingly similar.
6. Members shall not use the Company's marks in countries where the use of such marks is prohibited.
7. A Member must not use the name, logos, trademarks, trade names or other references to the Company's Business or Partners in any Sales Tool in any form of advertising.
8. The Company's literature and media are copyrighted by the Company and may not be duplicated in whole or in part without the express written permission of the Company.

B. Use of Sales Tools. A Member may use only Sales Tools provided by the Company.

C. Member Created Sales Tools. At this time, NO Member created sales tools will be allowed or approved. If and when this policy changes, the following will apply.

A Member must submit all Sales Tools to the Company Compliance Department for approval prior to use. To comply with changing laws and regulations, the Company may rescind its prior approval of a Sales Tool and may require the Member to remove from the market at its own cost and obligation, a previously approved Sales Tool. If approved, the Company will issue to the Member:

1. A unique NuYugen Compliance Approval Number (NYCA#) and date that must be clearly and legibly displayed in the bottom right corner of said Sales Tool whether print or digital.
2. A written authorization from the Company specifically stating that the Sales Tool may be distributed.
3. No changes shall be made and published in any approved Sales Tool without NuYugen Compliance Department review and re-approval.

D. Product Claims. The only claims and representations Member may make regarding Products are those found in the literature distributed by the Company, or claims found on Official Company Websites. Any third-party material used for Member Business must comply with all federal and local laws and regulations. A Member may not make any express or implied health or medical claims of any kind relating to any Product except for those claims, if any, that are published in Company literature approved for the country in which the claims are presented. Under no circumstances may a Member prescribe any Product as suitable for a particular ailment. No claims may be made as to therapeutic or curative properties of any Product offered by the Company. Personal testimonials must comply with these Policies & Procedures and NuYugen company practices.

E. No Endorsement Claims. No Member may imply that the promotion, operation, or organization of the Company has been approved, sanctioned, or endorsed by any governmental regulatory authority unless specifically announced and published in company literature. No Member should claim or imply that any Product is approved by any governmental agency unless specifically announced and published in company literature.

F. Income Claims Prohibition. A Member is prohibited from making false, misleading, or unrepresentative claims regarding earning potential. If a Member does make an income claim, it must be based on actual earnings, and must contain the required disclaimer as follows: "NuYugen makes no guarantees on income,

as such representations may be misleading. Your success depends on your personal effort, commitment, skill and leadership abilities, and how effectively you exercise those qualities." You must also include a NuYugen produced Income Disclosure of Distributor Earnings.

G. Use of "Independent Member" in Advertising. If a Member selects a business title, the title must clearly state that the Member is a "NuYugen Independent Member." A Member's title may not imply that the Member is an employee or agent of the Company. Each time the Company's logo or name is used in writing and in relation to the Member, the Member must identify itself as a "NuYugen Independent Member." Any advertisement must be approved by the company and may not include pricing other than the published price.

H. Internet Marketing & Advertising:

1. Company Replicated Websites: Subject to the provisions herein, Members may use a Company provided website, commonly referred to as a 'replicated website', to promote products and the business opportunity over the Internet. No Member may independently design a website that uses the name, logos, or product descriptions of the Company or otherwise promotes (directly or indirectly) NuYugen products or the NuYugen opportunity.

2. Domain Names, Meta-Data, Targeted/Paid advertisements and Pay-Per-Clicks. When selecting terms for use in domain names, meta-data, or for targeted advertising and pay-per-click keywords, you may not include NuYugen, Soulera, Lera, names of corporate executives and advisers, or any term that may be a derivative of or confusingly similar to the NuYugen trademark, such as "NewYugen.com" in page titles, descriptions, tags, image tags and/or, linking techniques. You additionally may not use a term that suggests an improper income, medical, drug, or health claim. For example, "cure-cancer.com" or entering 'diabetes' in the meta-data or keyword option is misleading and an improper marketing practice.

NuYugen maintains the right to request the removal of any advertising or title if it conflicts with the corporate brand and interests.

3. Required Use of Negative Key Words: When creating a pay-per-click advertisement, you shall always identify the following as negative keywords on a campaign level for each campaign: NuYugen, nuyugen, NuYugen, +NuYugen, "NuYugen", [NuYugen], Yugen, Soulera, Lera. Define each negative keyword as a broad phrase and exact match. While it is ok to advertise your NuYugen replicated website you must not use "www.NuYugen.com", Soulera, Lera or future product names associated with NuYugen as a Display URL.

4. Social Networking/Media Sites: You may only advertise your NuYugen business in your social networks like Facebook and LinkedIn by utilizing shareable content provided by NuYugen. While you are encouraged to share NuYugen in your social networks, you may not use NuYugen or a confusingly similar name as your account name, group name, page name, discussion name, or other social networking presence, and may not use the NuYugen logo, or a NuYugen product picture as your profile picture.

If you use a social networking website to market NuYugen, you must identify yourself as an "NuYugen Independent Member" and not represent yourself as an official representative or employee of NuYugen. If you participate in any network marketing company other than NuYugen, you may not advertise/promote both NuYugen and the other network marketing opportunity on the same social networking profile/account/page.

NuYugen considers advertising other network marketing opportunities to your network of NuYugen contacts contained in a list of social networking contacts to constitute improper solicitation and cross-sponsoring.

NuYugen maintains its own social networking profiles that permit our Members to join pages created by NuYugen to communicate with the NuYugen community. You may not, however, create your own groups and pages using the NuYugen name, trademarks, or brands.

Members may only use company provided images and messages from the Company Social Sharing System on their personal social networking sites such as "Facebook" and "Twitter;" video sites such as "YouTube" and "Google Video;" and blogging sites such as "WordPress" and "Blogger" (collectively, "Social Media Sites"), provided the following conditions are met:

- i. All text, audio and video postings may not contain product or income claims. For product information, Members may refer viewers to their NuYugen replicated Website, the Company Website. All postings must adhere to the company's code of ethics and are subject to this entire contract.
- ii. Links to Company videos may be posted to Social Media Sites, but may not be re-purposed or altered and must be in their original, untouched state and may not be used in conjunction with non-company produced videos.

- iii. Members may not advertise or promote their own replicated websites or links to their own other websites on any official Company social networking website, profile, blog, etc.
- iv. The Company will monitor the Social Media Sites for compliance with the Policies and Procedures and Member agrees to immediately remove or modify the Social Media sites or posts upon the Company's request.
- v. Upon termination of the Contract, any social media pages created with the sole intent of networking the NuYugen business and/or products must be removed or signed over to NuYugen for proper dissemination of the group or page.
- vi. You may not create your own accounts on YouTube and other video hosting websites to post or repost NuYugen created videos. NuYugen will ensure that videos are available in many locations, which allows NuYugen to keep the most recent and effective videos available for all of our Members.

I. Other Methods of Advertising. Members may advertise using the following means:

1. Newspaper: A Member may place a generic business opportunity advertisement in the classified section of a local newspaper, provided the advertisement conforms to all applicable laws and regulations and does not in any way utilize any of the Company brand, images or trade names.
2. Phone Directory: Any Member may place a text listing of its name in the white or yellow pages of a telephone directory followed by "NuYugen Independent Member." Graphical and display ads in telephone directories are prohibited.
3. E-Mail and Telephone Advertisements: All advertisements sent via e-mail or telephone must comply with all anti-spamming and related laws for the state or country where the intended recipient resides. The Member is under obligation to research and comply with all laws concerning unsolicited commercial email and phone solicitation.
4. Television and Radio: All television and radio advertising requires prior written approval from the Company's Marketing, Public Relations, and Compliance departments. Requests should be submitted through the Compliance department.
5. Celebrity Endorsement: A Member may only use a celebrity endorsement with written approval from the Company and the specific prior written approval of the endorsing celebrity for each use of the celebrity's name.
6. Fairs, Swap Meets, Etc.: Utilizing company supplied or approved marketing materials, a Member may sell or promote Products at bazaars, flea markets, fairs, swap meets, trade-shows or other similar gatherings.

J. Advertising at Company Sponsored Events. At Company-sponsored events, Members may not, unless specifically authorized in writing by the Company, advertise, sell, or promote non-Company products or services, including, but not limited to: (i) the promotion of non-Company events, systems or materials, (ii) organized person to person solicitations, (iii) distribution of flyers, DVDs or other materials, or (iv) the use of any other form of promotion deemed inappropriate by the Company.

K. Advertising and Selling Price of Products on the Internet. Member acknowledges and agrees that the advertising and selling of all Products on the Internet may only be done on a Company-approved website.

L. Lead Distribution. Persons who are outside the Company network often make inquiries to the Company about its Products. If the Company is able to determine that the inquiring Person received the information from a specific Member or that there is a particular Member that the Person is acquainted with, every attempt will be made to refer the Person to that Member. If an association with a particular Member cannot be determined, the Person will be randomly positioned under an existing "Gold" level Member or higher. Final judgment with respect to the positioning of leads remains the right of the Company.

M. Public Relations Matters. Media inquiries must be referred immediately to NuYugen at media@NuYugen.com. The purpose of this policy is to ensure accurate and consistent information is provided to the public at all times.

N. Blogs and Podcasts. NuYugen does not encourage the use of blogs by Members to advertise their NuYugen business or provide information regarding NuYugen or its products. Claims made by a Member in his or her blog reflects directly on NuYugen.

You must be identified on the blog as a NuYugen Independent Member. All content on the blog must comply with the most recent version of the Policies and Procedures applicable to testimonials and income, drug, and medical claims, and should always use the proper disclaimers.

NuYugen may be discussed in a blog, but you may not operate a blog where NuYugen is the primary focus. Any discussion of NuYugen must be done so without the functionality to enable comments by readers. The policy for blog postings applies to your use of a forum or discussion board to post NuYugen content on the Internet. NuYugen maintains our own blogs that permit our Members to subscribe to content via their RSS feeds to communicate with the NuYugen community.

We strongly discourage Members from publishing any independent conference calls they have with their team, or distributing that content as a podcast, as that content has not been approved by the Compliance Department and should only be shared among and used for the sole purposes of the call attendees.

Section 8: Restrictions on Sales

A. Prohibition on Sale for Purposes of Resale. A Member is prohibited from selling Products to any Person who the Member knows, or has reason to suspect, will resell those Products. This provision survives the termination of the Contract. Persons or companies that want to purchase products for resale should enrol as a Member and purchase those products directly from the Company.

B. Internet Sales. Member acknowledges and agrees that the advertising and selling of Products on the Internet may only be done on a Company provided Website. A Member may not, directly or indirectly, sell or offer for sale Products on any unauthorized Website, including, but not limited to, Amazon, eBay, Walmart Marketplace, Kijiji and Craigslist. The provisions of this Section survive the termination of the Contract.

C. Retail Establishments. Except as described herein, a Member may not sell Products or promote the business opportunity through unapproved Retail Establishments. The display of Independent Member information within the premises of a Retail Establishment is acceptable if it complies with all the relevant advertising requirements of this Section and with the following:

The display may incorporate one of each Product per Retail Establishment, and/or several images of such Products, into a display for the sole purpose of advertising.

D. Health Care and Service Establishments. A Member may conduct Member Business through Health Care Service-related Establishments. The Company has sole discretion in determining whether an establishment is a Service-related and a proper place for the sale of Products.

Section 9: Customer Service and Product Quality

A. Customer Service. Members shall provide their current contact information to their Customers and make it known to their Customers that they are available to answer questions, provide advice, and respond to customer concerns. Members shall consult Company provided training materials and FAQ for assistance in supporting and responding to Customers.

B. Product Inspection, Storage, and Handling Requirements. Members are responsible for following storage instructions provided on NuYugen product labels and for the proper storing and handling of Products. Proper storage and handling of Products includes: (i) inspecting Products upon receipt to ensure that they are not damaged or tampered with; (ii) periodically inspecting Products to ensure that they are not expired or soon to be expired and removing expired Products from your inventory; (iii) ensuring that Product seals

have not been broken; (iv) keeping Products properly sealed; and (v) storing Products in a cool, dry place and out of direct sunlight.

C. No Altering. A Member shall not re-label, alter, modify, tamper with or repackage any Products or Product labels, packaging, or literature.

Section 10: Breach of Policies & Procedures

A. Compliance. The Company will maintain a “Compliance Review Committee” made up of qualified Corporate and Field Leaders to review Contract violations and proposed changes of the Contract.

B. Conditional Obligations. The Company’s obligations to a Member are conditioned upon the Member’s faithful performance of the terms and conditions of the Contract. The Company, in consort with the Compliance Review Committee, will determine if a Member is in breach of the Contract and may elect any or all available remedies.

C. Progressive Discipline. The NuYugen Progressive Discipline Policy (“Discipline Policy”) is designed to provide a structured corrective action process to improve and prevent a recurrence of Member Policy & Procedure violations. It has been designed consistent with the NuYugen Core Values, the Direct Selling Industry best practices, and food, drug and cosmetic laws. NuYugen reserves the right, in its sole discretion, to combine or omit steps depending on the facts of each situation and the nature of the violation. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the violation is repeated despite counselling or training and the impact the violation may have on NuYugen. Notwithstanding the above, a violation of Paragraph 8.B of these Terms could result in immediate suspension and may result in the Member being subject to liquidated damages as set forth in Paragraph D of this Section.

1. First Violation: Counselling and initial warning letter. A first violation usually occurs because the Member is not familiar with the Policies and Procedures or the law. Counselling and the initial warning provide an opportunity for Compliance to bring to the attention of the Member the Policies and Procedures and the specific violation, and to provide counselling on complying with the Policies and Procedures and applicable laws. Compliance will also describe expectations and steps the Member must take to resolve the violation including, but not limited to, either removing or revising the non-compliant claim or how to remedy other policy violations.

Within three (3) days of this notice, Compliance will determine if the non-compliant material or other policy violation has been re-mediated. If so, Compliance will close the file. If not, Compliance will proceed to Second Violation notice.

2. Second Violation: Second warning letter and temporary suspension. Although it is hoped that the Member will promptly correct the violation(s), NuYugen recognizes that this may not always occur. The second written warning indicates the seriousness of repeated violations, temporarily suspends the Member, requires the Member to sign a reinstatement letter, and explains that the Member may be subject to additional discipline up to and including termination if the violation is not remedied or further violations occur.

3. Third Violation: Suspension and final written warning. Repeated violations of the Policies and Procedures is very problematic and potentially harmful. Therefore, the most effective and prudent action is suspension of the Member and forfeiture of commissions for at least one (1) month. The final written warning letter will include notification of such suspension, the extent and duration of the commission forfeiture, and an indication that if the Member violates the Policies and Procedures again,

4. Fourth Violation: Termination. As described above, NuYugen will try to exercise the progressive nature of the Discipline Policy by first providing warnings, a final written warning and suspension and commissions forfeiture before proceeding to termination; however, NuYugen reserves the right to combine and omit steps depending on the circumstances of each situation and the nature of the violation. Furthermore, Member may be terminated without prior notice or disciplinary action, as authorized by the Policies and Procedures.

D. Appeal Process. Members who are terminated for Policy and Procedure violations will have the opportunity to submit a written appeal to the Compliance Appeal Board within 10 days of the effective date of

termination. The purpose of this process is to allow the Member to provide insight to NuYugen regarding any extenuating circumstances that may have contributed to the Member's violations, or other information the Member may deem as material to the decision.

E. Compliance Appeal Board. The Compliance Appeal Board Consist of:

- a. Two Executive Officers of NuYugen;
- b. Compliance Manager; and
- c. Two Field Advisory Council Members (the terminated Member must not be in one of the appointed FAC Member's downline)

The appeal hearing will be held within 10 days of receipt of the written appeal and can be held in person, via conference call or webinar. Neither NuYugen nor the person appealing will be represented by legal counsel during the proceedings. The Appeal hearing may not be recorded. The Compliance Appeal Board will notify the terminated Member of its decision within 10 days of hearing the appeal. If the terminated Member wishes to make a presentation to the Appeal Board in addition to the written materials submitted, he/she will be limited to a maximum of 10 minutes for such presentation.

Important note: Nothing in this Policy should be read or construed as creating an employer / employee relationship between the Member and NuYugen.

F. Remedies. In the event of breach, the Company may elect to take no action or to exercise some or all contractual remedies and remedies at law or in equity, including, but not limited to:

1. Notify the Member either in writing or verbally of the breach and providing a notice to cure the breach;
2. Require from the Member additional assurances of future compliance;
3. Withhold or deny recognition and attendant perks;
4. Assess damages and withhold them from commission payments;
5. Suspend Member Rights temporarily or permanently;
6. Seek injunctive relief;
7. Terminate the Contract; and
8. Seek damages and associated costs.

G. Availability of Injunctive Relief. You acknowledge that we will suffer irreparable harm if you fail to strictly adhere to, breach, or threaten to breach any of the Terms set forth herein, such that damages at law would be an inadequate remedy. Therefore, in such event, we will be entitled, in addition to all other available rights and remedies, to the entry of an injunction immediately restraining such activity, without being required to show any actual damage or to post an injunction bond, or to a decree mandating specific performance of the provision(s) at issue.

H. Choice of Forum and Consent to Jurisdiction. Any action or proceeding for injunctive relief pursuant to paragraph 11.1 will be brought in the courts of record of Orlando, Florida, or the United States District Court, District of Florida, Orlando Division. You consent to the exclusive jurisdiction of such court and waive any objection to the laying of venue of any such action or proceeding in such court. We may affect service of any court paper on you by mail or in such other manner as may be provided under applicable laws, regulations, rules of procedure or local rules. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorney's fees. Louisiana residents may choose jurisdiction in New Orleans, Louisiana.

I. Liquidated Damages. In the event that you sell or offer for sale any Product through any unauthorized Website, in violation of paragraph 8.B of these Terms, and in addition to any other remedies available to us, you hereby agree to pay to us twice (2x) the product value for each unit of Product sold or offered for sale in such manner. You hereby waive any defence to our right to obtain liquidated damages on the basis that

actual damages are calculable or that the liquidated damages do not represent a reasonable determination of our damages or otherwise constitute a penalty.

J. Court Proceedings Relating to Seller Identification. Nothing in this agreement is intended to or shall preclude our ability to commence an action in a court of law for purposes of ascertaining the identity of any unauthorized seller of our Products.

K. Reporting Contract Breaches. If a Member observes or is aware of another Member's violation of any term or condition of the Contract, the observing Member shall submit a written complaint to the Company's Compliance Department. Because of the difficulties of investigating and asserting appropriate remedies for stale claims, any complaint for breach of the terms and conditions of the Contract other than Cross-Company Recruiting must be brought to the Company's attention for review within eighteen (18) months of the start of the alleged violation; Cross-Company Recruiting violations must be brought to the Company's attention within six (6) months of the alleged violation. Failure to report a violation within that time period may result in the Company not pursuing the allegations in order to prevent the Member Business from being disrupted due to stale claims. However, this policy does not waive the Company's right to investigate and discipline Members found guilty of the stale claims.

L. Circumvention of the Contract. The Contract is designed to protect Members and the Company from the adverse consequences of their violation. Members who intentionally circumvent the Contract to accomplish indirectly what is prohibited directly will be disciplined as if the applicable policy or rule had been broken directly. In such circumstances, all of the available remedies as stated above will be available to the Company. The Contract is not intended to give a Member the right to enforce the Contract against another Member directly, or to take any legal action against another Member.

Section 11: Termination

A. Termination.

1. A Member may terminate the Contract by failing to renew on the annual anniversary of the acceptance of his or her Member Agreement or by submitting to the Company in writing a request to terminate, subject to Section 9 herein.
2. The Company may terminate the Contract if the Member violates the terms of the Contract and any amendments thereto.
3. Upon termination, the Company may in its sole discretion dissolve the Membership and the downline would roll-up to the placement sponsor

B. Return of Confidential Information. A Member must return all Confidential Information, including any information derived there from, over which he or she has direct or indirect control to the Company upon termination or upon demand of the Company. If any such Confidential Information cannot be returned because it is in electronic format, the Member shall permanently delete and erase the Confidential Information upon termination or upon demand.

C. Member Buyback. NuYugen will repurchase on reasonable commercial terms currently marketable inventory, in the possession of and purchased by the Member for resale prior to termination date of the Member's business relationship with NuYugen. For purposes of this Policy, "reasonable commercial terms" shall include the repurchase of currently marketable inventory purchased within 12 months from the Member's date of termination less appropriate set-offs, legal claims and a 10% restocking fee. Products shall not be considered "currently marketable" if returned for repurchase after the products' commercially reasonable usable or shelf life period has passed; nor shall products be considered "currently marketable" if NuYugen clearly discloses to Members prior to purchase that the products are seasonal, discontinued, or special promotion products and are not subject to the repurchase obligation. If a Member is in breach of contract, the Company reserves the right to stop or delay the buyback process. A Montana resident may cancel their

member enrolment within 15 days from the date of enrolment and receive 100% refund of all consideration paid.

D. Effects of Termination for Breach of Contract.

1. A Member whose Contract is terminated by the Company must wait one (1) year before applying for a new Membership. During that time, the Member can have no Beneficial Interest in any other Membership. Prior to applying for a new Membership, he or she must first petition the Company through the Compliance department. The petition will include an affidavit that must be signed under penalty of perjury and notarized in which the Member confirms that he or she has had no Beneficial Interest in any Membership during the prior one year.
2. Upon termination of the Contract, all of the Member's rights in and to the Membership and the Member Business are revoked and terminated. In acknowledgement of the damages the Company has likely suffered and/or will suffer as a result of Member's breach, including but not limited to, all or any of the following: (i) loss of goodwill and loss in the value of the Company's confidential and proprietary information and trade secrets; (ii) loss of a portion of the value of the Company's business; and (iii) loss of future profits; Member consents that any unpaid Commissions may be forfeited to the Company to offset a portion of the damages.
3. Where the Company elects to terminate a Membership in which there is more than one Beneficial Interest holder, the following may apply:
 - a. The departing Beneficial Interest holder(s) must relinquish all rights to, and interests in, the Membership;
 - b. The Company may not divide or reassign any of the Downline Organization; and
 - c. The Company may not split Commissions between the prior or current Beneficial Interest holders of the Membership.

E. Effects of Voluntary Termination by the Member.

1. The Contract can be voluntarily terminated by a Member who is not in breach of the Contract for any reason, at any time, by providing written notice to the Company signed by all Person(s) listed on the Member Agreement. The termination is effective on the date the Company receives the written notice, although processing of the termination request may be delayed until the following month if there is current Volume in the Membership. If a Member is in breach of the Contract, he or she cannot voluntarily or unilaterally terminate the Contract until the longer of: (i) the last day of the renewal period of the Contract, or (ii) the last day of the period equal to the amount of time such Member had been in violation of the Contract prior to the Company's discovery of the breach, but not to exceed one (1) year. In such a case, the Company may elect any and all available remedies for breach of the Contract pursuant to Section 8, and the Member shall not be entitled to receive any Commissions during such period, as determined by the Company in its sole discretion.
2. Upon termination of the Contract, all of the Member's rights in and to the Membership and the Member Business are revoked and terminated.
3. A Member who voluntarily terminates may re-apply for a new Membership under a new Sponsor no earlier than six (6) months from the date the Company receives written notice of the termination. During this six (6) month period, the voluntarily terminated Member is not permitted to participate in any Member Business or have a Beneficial Interest in any Membership.
4. A Member may not terminate voluntarily if the Membership is not in good standing with the Company, as may be evidenced by, but not limited to, any of the following conditions:
 - (i) a temporary Membership;
 - (ii) a Membership is on hold, suspension or probation;
 - (iii) the Membership is under investigation, but no formal discipline has taken place; or (iv) notice of intent to terminate has been sent.

Section 12: Miscellaneous

A. Governing Law. These Terms as well as any dispute related to or arising from these Terms are governed by and construed in accordance with the internal laws of the State of Florida, without regard to conflicts of law principles. Louisiana residents may choose jurisdiction in New Orleans, Louisiana.

B. Entire Agreement. The Contract contains the entire understanding concerning the subject matter hereof between the Company and the Member, and is intended as a final, complete, and exclusive expression of the terms of the parties. This Contract supersedes and replaces all prior negotiations and proposed, but unexecuted agreements, either written or oral. Any prior agreements, promises, negotiations, or representations, either written or oral, relating to the subject matter of this Contract, are of no force or effect. If there is any discrepancy between verbal representations made to the Member by any employee or agent of the Company and the terms of the Contract, the express written terms and requirements of the Contract will prevail.

C. Headings. The section and subsection headings in the Contract are inserted solely as a matter of convenience and for reference, and will not be considered in the construction or interpretation of any provision hereof. Unless the context otherwise specifically requires, all references to sections of the Contract will refer to all subsections thereof.

D. Modifications by the Company. The Company reserves the right to make any modifications to the Contract. The Company may communicate these modifications by posting any portion of the modified Contract on the Company's website at www.NuYugen.com or by any other method of communication. The Member is deemed to have accepted the modification to the Contract if the Member engages in any Member Business, renews its Membership, or accepts Commissions after the modification was communicated.

E. Ambiguities. Ambiguities, if any, in the Contract shall not be construed against any party, regardless of which party may be deemed to have authored the ambiguous provision.

F. Warranties. The Company extends no product warranties, either expressed or implied, beyond those specifically articulated in the Contract. The Company disclaims and excludes all warranties regarding possible infringement of any United States or foreign patent, trademark, trade name, copyright, or trade secret arising from the Member's operations. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NON-INFRINGEMENT. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

G. Waiver. Any waiver by the Company of a Member's breach of a Contract provision must be in writing and will not be construed as a waiver of any subsequent or additional breach by the Member. The failure by the Company to exercise any right or privilege under the Contract will not constitute a waiver of that right or privilege.

H. Severability. If any term or condition of this Contract is judicially invalidated, prohibited, or otherwise rendered unenforceable in any jurisdiction, it is unenforceable only to the extent of the invalid, prohibited or unenforceable provision in that jurisdiction only, and it will not render unenforceable or invalidate any other provision of the Contract, nor will the Contract be rendered unenforceable or invalidated in another jurisdiction. Furthermore, any provision found unenforceable may be partly enforced to the maximum extent enforceable under the law.

I. Force Majeure. Member acknowledges that the Company is not liable for any damages or losses caused by the delay or inability to manufacture, sell, or deliver its products due to labor strikes, accidents, fire, flood, acts of civil authority, acts of God, acts of terrorists, or from any other causes that are beyond the control of the Company.

J. Successors and Assigns. The Contract will be legal and binding upon and inure to the benefit of the heirs, devisees, executors, administrators, personal representatives, successors, and assigns (as applicable) of the respective parties hereto.

K. Limitation of Liability. To the extent permitted by law, the Company, its directors, officers, members, managers, shareholders, employees, assigns and agents (collectively referred to as "Responsible Parties")

shall not be liable for, and the Member releases Company and its Responsible Parties from and waives all claims, for any loss of profits, indirect, direct, special or consequential damages, and for any other losses incurred or suffered by Members as a result of: (i) Member's breach of the Contract, (ii) the promotion or operation of the Membership and the Membership Business; (iii) Member's incorrect or wrong data or information provided to the Company or its Responsible Parties; or (iv) the Member's failure to provide any information or data necessary for the Company to operate its business. EACH MEMBER AGREES THAT THE ENTIRE LIABILITY OF THE COMPANY AND ITS RESPONSIBLE PARTIES FOR ANY CLAIM WHATSOEVER RELATED TO THE CONTRACT, BUT NOT LIMITED TO, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR EQUITY, SHALL NOT EXCEED, AND SHALL BE LIMITED TO, THE AMOUNT OF PRODUCTS THE MEMBER HAS PURCHASED FROM THE COMPANY THAT ARE IN RESALABLE CONDITION.

Section 13: Dispute Resolution.

A. If a dispute arises relating to any relationship, contractual or otherwise, between or among NuYugen, its officers, employees, members, partners, Members or vendors or arising out of any products sold by NuYugen, the parties agree to attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner.

B. In the event such efforts are unsuccessful for any reason, and with the exception of those actions or claims described in Paragraphs 10.D, 10.E, 10.F, and 10.G above, either Party may serve a notice of arbitration ("Notice of Arbitration") on the other Party. Notice of Arbitration shall be personally delivered or sent by prepaid registered mail, or by means or such other delivery service evidenced by verified receipt of the addressee, and shall be effective on receipt thereof by the Party to whom it is addressed. Proof of receipt shall be a receipt signed by the addressee, or any officer or responsible official of the Party if the addressee is an entity. The Notice of Arbitration shall be dated, and, without prejudice to any right under the applicable rules permitting subsequent modifications, shall specify the claims or issues which are to be arbitrated. The Parties shall schedule an arbitration to occur in Orlando, Florida, U.S.A. within forty-five (45) days of service of receipt of the Notice of Arbitration.

C. THE PARTIES SPECIFICALLY 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 WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND SHALL SETTLE THEIR DISPUTE SOLELY BY SUBMITTING THE CONTROVERSY TO BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("A.A.A.") THEN IN EFFECT, EXCEPT THAT ALL PARTIES SHALL BE ENTITLED TO ALL DISCOVERY RIGHTS ALLOWED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE.

D. The Parties shall attempt to select a mutually agreeable arbitrator from A.A.A.'s Panel of Arbitrators. If an arbitrator is not selected by agreement within ten (10) days of the first written notice of intent to arbitrate, an arbitrator shall be selected in accordance with the Commercial Rules of A.A.A.

E. 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 any court having jurisdiction to enter the judgement. Either Party may elect to participate in the arbitration telephonically. Any substantive or procedural rights other than the enforceability of this Dispute Resolution Policy shall be governed by Florida law, without regards to Florida's conflict of laws principles.

F. The Parties agree that any arbitration proceeding will be conducted on an individual, not a class-wide, basis, and that any proceeding between the Parties may not be consolidated with another proceeding between one of the Parties and any other entity or person. THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO CLASS-WIDE TREATMENT OF ANY CLAIM COVERED BY THIS AGREEMENT AND DISPUTE RESOLUTION POLICY.

G. The Parties further expressly agree that (i) the arbitrator shall only reach his decision by applying strict rules of law to the facts, (ii) the arbitration shall be conducted in the English language, in Orlando, Florida, (iii) the Party in whose favor the arbitration award is rendered shall be entitled to recover all costs and expenses of the arbitration including, but not limited to, attorneys' fees, expert or other professional fees, and the cost and expense of administration of the arbitration proceedings, and any costs and attorneys' fees incurred in executing on or enforcing the arbitration award, and (iv) the arbitration award shall be issued in Orlando, Florida, U.S.A. Louisiana residents may choose jurisdiction in, and arbitrate in New Orleans, LA.

H. The Parties, A.A.A. and the arbitrator shall maintain the confidentiality of the entire arbitration process and may not disclose to any other person not directly involved in the arbitration process:

- (i) the substance of, or basis for, the controversy, dispute, or claim;
- (ii) the content of any testimony or other evidence presented at an arbitration hearing or obtained through discovery in the arbitration; or
- (iii) the terms or amount of any arbitration award. A.A.A. and the arbitrator shall have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary.

I. Subject to the exceptions set forth in Paragraphs 10.D, 10.E, 10.F, and 10.G above, 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. Judgment upon the award may be entered by the United States District Court or Orlando Superior Court located in the State of Florida, or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be, if the Arbitrator's award or decision is not complied with within 7 days of the Arbitrator's decision.

J. Subject to the exceptions set forth in Paragraphs 10.D, 10.E, 10.F, and 10.G above, arbitration in accordance with the terms of this Dispute Resolution Policy shall be the sole and exclusive procedure for resolution of disputes between the parties, including any disputes that might arise after termination of this Agreement.

K. Notwithstanding the foregoing, any revision, modification, amendment to, or termination of the Dispute Resolution Section contained in the Agreement shall not apply to a dispute of which NuYugen has actual notice of prior to the effective date of such revision, modification, amendment or termination. The effective date of any such revision, modification, amendment or termination shall be thirty (30) days after the revision, modification, amendment or termination is posted on the Company website at www.NuYugen.com.

L. Attorneys' Fees. If any suit, action, or proceeding is brought to enforce any term or provision of this Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and expenses incurred, in addition to any other relief to which such party may be legally entitled.

APPENDIX A

The following defined terms apply throughout the Contract:

Member: A Person currently authorized by the Company to operate a Membership. If more than one Person is named on the Member Agreement, then "Member" may refer to all Persons collectively.

Member Agreement: The agreement submitted by an Applicant to become a Member. In signing the Member Agreement, an Applicant certifies that he or she has read and will abide by the terms and conditions of the Contract.

Member Business: Activities determined at the sole discretion of the Company to be a promotion of the Company's Products or business opportunity. Some of these activities include, but are not restricted to: signing a Member Agreement; advertising, selling or exhibiting Product; hosting, conducting, or speaking at meetings or events (whether hosted by the Company or by a Member); purchasing Product at Wholesale prices, exchanging, or returning Products; participating in the Compensation Plan, receiving periodic Company literature and other communications, participation in Company sponsored support service training, motivational and recognition events; sponsoring new Member; and/or selling of leads, sales tools, Websites, etc. to Members.

Member Rights: The rights of the Member under the Contract to conduct the Member Business.

Membership: A defined position within the Company's network of Members that is the subject of the Contract.

Applicant: A Person who has submitted a Member Agreement. **Authorized Country:** A country that the Company has officially sanctioned to be available to all Members for conducting the Member Business.

Beneficial Interest: A Person is deemed to have a Beneficial Interest in a Membership if he/she/it has:

- 1) any direct or indirect ownership in a Membership as an individual, partner, shareholder, member, manager, beneficiary, trustee, officer, director or principal of a Membership;
- 2) has any actual or de facto control over a Membership;
- 3) receives any income directly or indirectly from a Membership (other than the receipt of income pursuant to the Compensation Plan by an Upline Member);
- 4) receives familial support from a Membership;
- 5) receives spousal support derived from a Membership;
- 6) is a member of the Member's immediate household;
- 7) is a spouse or Co-habitant; or
- 8) has any other similar interest in a Membership.

Bona Fide Offer: An arm's length written offer to purchase the Membership by a Person that is not a Member, which the Company, in its sole discretion, determines to be a legitimate offer.

Business Entity: Any type of business association authorized under the laws of the jurisdiction in which it was organized. This includes, but is not limited to, legally formed: corporations, partnerships, trusts, and limited-liability companies.

Business or Manufacturing Partner: A third party who is directly involved with the creation and/or management of the Company's business operations and/or products.

Co-Habitant: An individual who is 18 years of age or older who shares with another person a common residency and marriage-like relationship.

Commissions: Compensation paid to a Member based on the Volume of Products sold by the Member and purchased and/or sold by its Downline Organization. Eligibility to receive Commissions is determined by the monthly sales requirements currently in effect, as outlined in the Compensation Plan.

Company: NuYugen Inc., an Orlando Corporation, or any lawful assignee, successor, subsidiary, or Member regardless of geographic location.

Compensation Plan: The specific plan used by the Company that details the requirements and benefits of the compensation structure for Members. The Compensation Plan can be found on <http://NuYugen.com>

Confidential Information: Information disclosed to the Member pursuant to the Contract or information gathered by a Member about other Members in connection with their promotion of Products or sales materials, including, but not limited to, information regarding

- (i) Downline Organizations or Upline Members, including Member names and contact information, Customer information developed by the Company or developed for and on behalf of the Company by Members through Member meetings, websites, email and/or profile gathering tools, and any other electronic or manual application used by a Member or his agent to gather, store, and/or develop any information about Members and Customers (including but not limited to credit data, retail customer and Member profiles, and product purchase information and
- (ii) customer lists, manufacturing and supplier information, business reports, commission or sales reports, business plans, projections, trade secrets, intellectual property, analyses, and related information and other financial and business information that would be reasonably understood to be confidential and/or give competitive advantage. Confidential Information may take the form of documentation, drawings, specifications, software, technical or engineering data, or other forms, and may be disclosed orally, in writing, by electronic or magnetic media, by visual observation, or by other means.

Contract: The documents describing the specific relationship between a Member and the Company, comprising the Member Agreement, the Statement of Beneficial Interest (if any), the Compensation Plan, the Policies and Procedures, any country or situation-specific addendum(s) thereto, any amendments thereto, and any other written agreement between the Member and the Company, which documents are incorporated herein by reference.

Cross-Line Recruiting: Other than personally enrolled Members, Members are prohibited, during the term of the Contract and for a period of one (1) year following the date of termination of the Contract, from Recruiting a Member to sell or purchase products or services from other direct selling companies other than those offered by NuYugen.

Cross-Company Recruiting: Members are prohibited from engaging in Cross-line Recruiting, Sponsoring, or a solicitation to Sponsor, indirectly or otherwise, an existing Member (or anyone with a Beneficial Interest in that Member's Business). The Cross-line Recruiting policy applies only to the recruiting of existing Members and does not apply to Persons who are not yet Members of the Company. While the Company discourages soliciting, bidding or enticement people who have been previously contacted by another Member to join their team, the Company respects and honors prospects free will to choose their Sponsor.

Customer: A person other than a Member who purchases Products.

Date of Sign-up: The date the Company receives and accepts an Applicant's Member Agreement bearing an original signature or electronic copy of an original signature.

Downline Organization: A genealogically structured organization comprised of Members and their Customers who are below a Member in his or her Sponsor Tree or Placement Tree. The Members will have been personally Sponsored (i) by a Member and be downline of that Member through Placement or Sponsorship, or (ii) by those who the Member has Sponsored or placed through Placement, and their respective Customers, all in a direct chain of Memberships below the Member.

Electronic Funds Transfer (EFT): An optional program that authorizes the Company to electronically debit a Member's bank account for the amount of an order and renewal fees.

Frontline: The Members who appear on the first level of the Sponsor of the immediate Downline Organization of any particular Member. They may appear through Sponsorship Compression.

The Commission-able Volume of Customers is treated as if it were Frontline for purposes of calculating Commissions.

Identification Number: The number issued specifically to an individual or company by the government. Examples include: social security number (US individuals), social insurance number (Canadian individuals), employment identification number (US companies).

Person: An individual, a Business Entity, or any other entity with a distinct separate existence, and its successors, heirs, or assigns, as the case may be.

Placement: As a noun: A Member who has directly recruited another Member into his or her Organization (as defined in the Compensation Plan) as a verb: the positioning by a Sponsor of a Member in his or her Downline Organization.

Policies and Procedures: The policies and procedures of the Company contained herein, including attachments and addenda, which are incorporated herein by this reference, as the Company may amend the same from time to time.

Pre-Launch Period: A period of time announced by the Company prior to a country becoming an Authorized Country during which a Member may begin preparation to commence the Member Business within that country.

Product: Any good or service that has Volume assigned to it and that is offered by the Company. Sales tools and promotional material are not included in this definition.

Qualified Direct Upline: Regarding the Right of First Refusal, a Member's direct Sponsor who is not in violation of the Contract and who the previous month qualified for earnings under the Compensation Plan.

Rank: The current payout qualification level of the Membership according to the Compensation Plan. The Rank of a Member, which will affect the Member's Commissions and may fluctuate monthly and depends on the Member meeting various qualifications outlined in the Compensation Plan.

Cross-Recruiting: Actual or attempted solicitation, enrolment, encouragement, or effort to convince, persuade, or influence in any way, directly, indirectly, or through a third party (including, but not limited to, the use of a website), another Member to sell or purchase products or services and/or to enrol or act as an independent Member, employee, executive, or consultant to or on behalf of another direct selling, network marketing, or multi-level marketing company that operates in any way, conducts business, or has Members in any Authorized Country. This conduct constitutes Recruiting even if the Member's actions are in response to an inquiry or communication made or initiated by another Member.

Retail Establishment: Any enterprise with a physical location that is not a Service-related Establishment. Examples include, but are not limited to mass market and specialty stores. For purposes of this definition, a Retail Establishment does not include the internet when a Member complies with the relevant sections of the Policies and Procedures regarding authorized internet sales and advertising.

Retail Sales: Sales by a Member of the Product to his or her Customers.

Right of First Refusal "RFR": The rights as set forth in Section 4 of the Policies and Procedures.

Sales Tool: Any information, material or product created by the Member for Member Business.

Social Media Sites: Sites such as Facebook, Twitter, LinkedIn, etc. Web-based and mobile based technologies which are used to turn communication into interactive dialogue among organizations, communities, and individuals.

Suggested Retail: The price at which the Company suggests Members sells Products to Customers. The Suggested Retail prices are posted on the Company's website.

Service-Related Establishment: An enterprise where the general public typically does not have ready access unless through appointment or membership, and/or where the primary function of the enterprise is the rendering of professional services rather than selling merchandise. Examples include, but are not limited to private or restricted-access offices, salons, spas, gyms, health clubs, or private associations that may retail some products, but whose primary purpose is to offer a service.

Sponsor: As a noun: a Member who has directly recruited another Member into his or her Downline Organization or had a Member placed under them and was given sponsorship; as a verb: the act of directly recruiting another Member into his or her Downline Organization.

Statement of Beneficial Interest: A document required as part of the Contract if an Applicant is applying as a Business Entity. The Statement of Beneficial Interest must list all persons who are partners, shareholders, principals, members, managers, officers, directors, trustees, beneficiaries, or who otherwise have any direct or indirect Beneficial Interest in or control over the Business Entity.

Title: The highest Rank ever achieved by a Member that is used for recognition purposes.

Unauthorized Website: Any website other than the Company provided Website.

Upline: The single-line hierarchy of Sponsors and/or Members extending upward from a Membership.

Volume: A value assigned to a Product for rank qualification and commission purposes.

Wholesale: The standard non-discounted price the Company charges Members and Customers for Products.