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ForMor International, LLC

POLICIES AND PROCEDURES

version 1

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SECTION 1 INTRODUCTION

1.1 POLICIES INCORPORATED INTO BRAND PARTNER APPLICATION AND AGREEMENT

These Policies and Procedures (“Policies”), in their present form and as amended at the sole discretion of ForMor International, LLC (hereafter “ForMor” or the “Company”), are incorporated into, and form an integral part of, the ForMor Brand Partner Application and Agreement (hereafter “Brand Partner Agreement”). Throughout these Policies, when the term “Agreement” is used, it collectively refers to the ForMor Brand Partner Agreement, the Policies and Procedures, the Terms and Conditions and the ForMor Rewards Plan. These documents are incorporated by reference into the Brand Partner Agreement (all in their current form and as amended by ForMor). It is the responsibility of each Brand Partner to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring a new Brand Partner, it is the responsibility of the sponsoring Brand Partner to provide the most current version of these Policies (available on the ForMor website) and the ForMor Rewards Plan to each applicant prior to his or her execution of the Brand Partner Agreement. The term “Partner” or “Partnership” as used in this or any other ForMor document is a marketing name and does not denote a legal partnership in any form.

1.2 PURPOSE OF POLICIES

ForMor Brand Partners are required to comply with all of the Terms and Conditions set forth in the Agreement which ForMor may amend at its sole discretion from time to time, as well as all federal and state laws governing their ForMor business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in these Policies carefully. They explain and govern the relationship between you, as an Independent Brand Partner, and the Company.

1.3 CHANGES TO THE BRAND PARTNER AGREEMENT, POLICIES AND PROCEDURES, TERMS AND CONDITIONS, OR MARKETING AND REWARDS PLAN

Because federal, state, and local laws, as well as the business environment, periodically change, ForMor reserves the right to amend the Agreement and the prices in its ForMor Product Price List in its sole and absolute discretion. By signing the Brand Partner Agreement, a Brand Partner agrees to abide by all amendments or modifications that ForMor elects to make. Notification of amendments shall appear in Official ForMor Materials. Amendments shall be effective upon publication in Official ForMor Materials, including but not limited to, posting on www.formor.com, e-mail distribution, publication in ForMor’s newsletter, product inserts, or any other commercially reasonable method. The continuation of a Brand Partner’s ForMor business or a Brand Partner’s acceptance of commission or bonuses constitutes acceptance of any and all amendments.

1.4 DELAYS

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

1.5 POLICIES AND PROVISIONS SEVERABLE

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

1.6 TITLES NOT SUBSTANTIVE

The titles and headings in the Agreement are for reference purposes only, and do not constitute, and shall not be construed as, substantive terms of the Agreement.

1.7 WAIVER

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of ForMor to exercise any right or power under the

Agreement or to insist upon strict compliance by a Brand Partner with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of ForMor's right to demand exact compliance with the Agreement. Waiver by ForMor can be effectuated only in writing by an authorized officer of the Company. ForMor's waiver of any particular breach by a Brand Partner shall not affect or impair ForMor's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Brand Partner. Nor shall any delay or omission by ForMor to exercise any right arising from a breach affect or impair ForMor's rights as to that or any subsequent breach. The existence of any claim or cause of action of a Brand Partner against ForMor shall not constitute a defense to ForMor's enforcement of any term or provision of the Agreement.

SECTION 2 YOUR BRAND PARTNERSHIP

2.1 INDEPENDENT BRAND PARTNER DEFINITION

An Independent Brand Partner (hereinafter, "Brand Partner" or "Independent Brand Partner" is one who agrees with the ForMor for Life, LLC (hereinafter, may be referred to as "ForMor," "Company," or "XH") Policies and Procedures as contained herein, which from time to time may be amended, and who has completed a ForMor Brand Partner Application and Agreement Form (the "Agreement") or its online equivalent, which has been accepted, processed and approved by ForMor. If an individual is rejected by ForMor, notification of such rejection will be given in writing within thirty (30) days from the date the Brand Partner Application and Agreement Form was received at the ForMor office. ForMor reserves the exclusive right to accept or reject anyone as a Brand Partner. An applicant becomes an Independent Brand Partner of the Company when the following requirements are fulfilled:

- a) Be of the age of majority in his or her state of residence;
- b) Reside in the United States or other countries, which have been officially opened by ForMor; (Applicants outside the U.S. see details in Section 11, International Brand Partners and Marketing)
- c) Have a valid Social Security Number, or Individual Taxpayer Identification Number. If applicant is a business they need to have a valid Employer Identification Number (EIN) or Federal Tax Identification Number;
- d) A person who is recognized as a minor in his or her state of residence may not be a ForMor Brand Partner. Brand Partners shall not enroll or recruit minors into the ForMor program;
- e) The applicant pays an initial Application Fee of \$9.95USD (plus any applicable shipping, handling and tax). The initial application fee is meant to pay for initial startup services that are provided to the Brand Partner by the company in support of sales and marketing of company products. This sum is not a service or franchise fee, but rather is strictly to offset costs incurred by the Company for educational and business information required for a Brand Partner of the Company. Applicants who have paid the enrollment fee are provisionally authorized as Independent Brand Partners;
- f) The Independent Brand Partner application fee is a non-refundable fee and the information packet contains no commissionable products;
- g) To enroll as an Independent Brand Partner, an applicant must return to the Company a completed and signed original or electronic (scanned) Independent Brand Partner Application or through the Company's online application process or through the company's telephone application process;
- h) The Company reserves the right to reject any application, thus terminating provisional Independent Brand Partner authorization, at any time prior to receiving an original or electronic (scanned) Independent Brand Partner Application or application through the Company's on-line application process or application through the Company's telephone application process;

2.2 BECOMING A BRAND PARTNER

When a completed Brand Partner Application and Agreement, or its online equivalent, is received, processed and accepted by ForMor, an applicant then becomes a ForMor Independent Brand Partner.

2.3 BRAND PARTNER BENEFITS

Once a Brand Partner Application and Agreement has been accepted by ForMor the benefits of the Rewards Plan and the Brand Partner agreement are available to the new Brand Partner. These benefits include:

- a) Purchase ForMor products at discounted price and sell the products at the retail price;
- b) Participate in the ForMor Rewards Plan (receive commission and rewards, if qualified);
- c) Refer other individuals as customers or Brand Partners into the ForMor business and start building a marketing organization and progress through the Rewards Plan;
- d) Receive periodic ForMor communications;
- e) Participate in ForMor sponsored support, service, training, motivational and recognition functions upon payment of appropriate charges, if applicable and;
- f) Participate in promotional and incentive contest and programs sponsored by ForMor for its Brand Partners (if qualified)

2.4 EXPENSES, LICENSING AND CONTRACTUAL OBLIGATIONS

All Brand Partners are independent contractors and are responsible for any expenses, which result from operating their independent businesses. These expenses include, but are not limited to licenses required to operate a business, legal costs, fees connected with the use of a fictitious business name, telephone expenses (ForMor does not accept collect calls) advertising, etc. No Brand Partner shall involve ForMor in any contractual relationships relative to his/her business. Brand Partners are Independent Brand Partners of ForMor and are not to be considered purchasers of a franchise or a legal partnership. The Agreement by and between the Company and its Brand Partners does not create an employer/employee relationship, agency, partnership or joint venture between the Company and the Brand Partners. The Brand Partners have no authority to bind the Company to any obligation, and may not represent themselves in any way, orally or in writing, as being an employee, agent, franchise, partner and/or joint venture of the Company. Each Brand Partner shall hold harmless ForMor from any claims, damages, or liabilities arising out of the Brand Partner's business practices.

2.5 NO PURCHASE REQUIRED

Brand Partners are not required to purchase any product, sales aid, marketing supply or service from the company, or their sponsors, in order to become or remain a ForMor Brand Partner. The only required purchase is an Application fee.

2.6 LEGAL AGE

Before acceptance as a Brand Partner can be considered, a person must be of legal age of consent in the state in which they reside.

2.7 NUMBER OF POSITIONS

A Brand Partner may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) ForMor business position. No individual may have, operate or receive Rewards from more than one (1) ForMor business position.

2.8 FAMILY UNIT

Individuals of the same family unit may each enter into or have an interest in their own separate ForMor businesses, only if each subsequent family position is placed frontline (first level) to the first family member enrolled. A "family unit" is defined as spouses and dependent children living at or doing business at the same address.

2.9 MARRIED COUPLES

- a) Spouses may operate as Brand Partners jointly or separately. Each will maintain their individual positions;

however, the spouse must be signed up or placed directly to their spouse and enrolled frontline (first level) to the first family member enrolled. When a married couple sharing a single Brand Partnership divorces or legally separates, ForMor will continue to pay commissions and bonuses as before the divorce or separation until the Company receives a notarized, written statement, signed by both parties or a court decree specifying how future earnings checks should be paid.

b) Brand Partners having positions in separate organizations before they were married who wish to maintain that position will be “grandfathered” in. The company shall not cause the Brand Partners to abandon either Brand Partnership.

c) For Brand Partners who have separate organizations and become married and wish to work as a single organization, one of the Brand Partners will forfeit their position and join in their spouse’s position or forfeit their position and must be placed frontline (first level) to the first family member enrolled. Any downline built under the forfeited position will remain with that organization.

2.10 SIMULTANEOUS INTERESTS

Brand Partners may have only one sponsor. Brand Partners, their spouses and dependents may not have simultaneous beneficial interests in more than one ForMor Brand Partnership. For example, a shareholder of a corporation that is a Brand Partner may not become a Brand Partner individually. A partnership or corporation may be a Brand Partner. However, no individual may participate in more than one Brand Partnership position in any form or manner. For identification and recognition purposes, the names of all the principal partners of a partnership applicant or the principal officers of a corporate applicant together with their social security numbers, must be listed on the ForMor Corporate/Partnership Form and accompany the Brand Partner Application and Agreement Form. No application for partnership or corporations will be accepted for processing without a fully completed Corporate/Partnership Form.

2.11 FICTITIOUS AND/OR ASSUMED NAMES

A person or business entity may not apply as a Brand Partner using a fictitious or assumed name.

2.12 CORPORATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES, & TRUSTS

Corporations, Partnerships, Limited Liability Companies, or other forms of business organizations and/or trusts may become a Brand Partner of the Company when the Agreement is accompanied by notarized copies of the following documents within thirty (30) days after the Agreement is accepted; otherwise, the Brand Partner position may go into suspension:

a) Articles of incorporation, Partnership agreement, trust documents and/or other governing documents, as applicable;

b) A complete list of all directors, officers, and shareholders involved in a corporation, all general and limited Partners of a Partnership, members of a limited liability company or trustee(s) and beneficiaries of a trust, as applicable;

c) An Employer Identification Number (EIN) or other identification number as the Company may approve in its sole discretion; and

d) Such other documents and information as may be reasonably requested from time to time.

e) Shareholders, directors, officers, partners, members, beneficiaries, and trustees, as applicable, of a Brand Partnership entity shall agree to be and the Company will hold each personally liable to the Company and bound by the Agreement and the Policy Manual.

2.13 NON-PROFIT ORGANIZATIONS

Non-Profit Organizations may become a Brand Partner of the Company when, the Agreement is accompanied by notarized copies of the following documents within thirty (30) days after the Agreement is accepted; otherwise, the Brand Partner position may go into suspension:

- a) Articles of incorporation, Partnership agreement, trust documents and/or other governing documents, as applicable;
- b) A complete list of all directors and officers involved in the Non-Profit Organization and who is authorized to enter into a contract on behalf of the organization as applicable;
- c) An Employer Identification Number (EIN) or other identification number as the Company may approve in its sole discretion;
- d) Verification of 501c (3) status, and;
- e) Such other documents and information as may be reasonably requested from time to time.
- f) Directors, officers, partners, and members, as applicable, of a Brand Partner entity shall agree to be, and the Company will hold each personally liable to the Company and bound by the Agreement and the Policy Manual.

2.14 ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED INDIVIDUALS

If any member of a Brand Partner's immediate household engages in any activity, which, if performed by the Brand Partner named on the application, would violate any provision of the Agreement, such activity will be deemed a violation by the Brand Partner and ForMor may take disciplinary action pursuant to these Policies against the named Brand Partner. Similarly, if any individual (collectively "affiliated individual") associated in any way with a corporation, partnership, LLC, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and ForMor may take disciplinary action against the entity.

2.15 THE BRAND PARTNER COMMITMENT

Brand Partner agrees to: Adhere to all ForMor Policies and Procedures as set forth herein, when dealing with the public, with retail Customers of ForMor products and services, and with fellow ForMor Brand Partners. Know and comply with applicable federal, state and local tax requirements as well as laws concerning consumer rights, sales taxes and any ordinances affecting the sale of ForMor products and services. Make no claims or guarantees concerning products or profits other than those contained in Company literature and make no product usage recommendations other than those specifically found on product labeling. Report promptly any changes in the information submitted on the Brand Partner Agreement or its online equivalent.

2.16 INDEMNITY AGREEMENT

Each Brand Partner agrees to indemnify and hold harmless ForMor, its subsidiaries, affiliates, and all their shareholders, officers, agents, employees, and directors, against any claim, demand, liability, loss, cost, or expense, including, but not limited to, court costs or attorney's fees, asserted against or suffered or incurred by the Brand Partner by reason of, directly or indirectly, arising out of, or in any way related to, or connected with, allegedly or otherwise, that Brand Partner's:

- a) Activities as a ForMor Brand Partner;
- b) Breach of the terms of these Policies and Procedures; or
- c) Violation of, or failure to comply with, any applicable federal, state or local law or regulation.

2.17 TAXATION AND INCOME TAXES

a) Brand Partners will not be treated as employees, franchises, joint ventures, partners, or agents of ForMor with respect to the Internal Revenue Code, Social Security Act, Federal Unemployment Act, State Unemployment Acts, or any other federal, state, or local statute, ordinance, rule or regulation. The Company makes no contribution to any of the various unemployment funds because of the Brand Partner's independent contractor status. Because contributions are not made, a Brand Partner is not eligible to claim unemployment compensation, Social Security (or equivalent), or make Workman's Compensation claims as a result of having been an independent Brand Partner.

b) Every year, ForMor will provide to each U.S. Brand Partner that earns in excess of \$600 for that year, an IRS Form 1099 MISC (Non-employee Rewards) earnings statement to each U.S. resident as required by the Internal Revenue Service. Each Brand Partner is responsible for paying local, state and federal taxes on any income generated as an independent Brand Partner.

c) Once a U.S. Brand Partner has earned at least \$500 in a calendar year, ForMor will hold all commissions until a W-9 Form is to be filled out by that Brand Partner and returned to the company.

d) Brand Partners are responsible for the payment of any taxes on incentive trips, prizes, awards or getaways provided to them by ForMor.

e) Brand Partners accept sole responsibility for and agree to pay all federal, state, county, provincial and local taxes on any income generated as an independent Brand Partner and further agree to indemnify ForMor from any failure to pay such tax amounts when due.

f) If a Brand Partner's business is tax exempt, the Employer Identification Number (EIN), must be provided to ForMor in writing.

g) Brand Partners are encouraged to consult with a tax advisor for additional information for their business and to pay quarterly taxes as required by the IRS.

h) For Brand Partners who reside in a country where ForMor has a local office, ForMor will issue any earnings statements required by that particular country.

2.18 LEGAL COMPLIANCE

Brand Partners shall comply with all federal, state, and local statutes, regulations, and ordinances concerning the operation of their Brand Partnership. All Brand Partners are responsible for their own managerial decisions and expenditures, including all estimated income and self-employment taxes. At the end of each calendar year, the Company will issue an IRS Form 1099 to each U.S. Brand Partner that earns in excess of \$600 for that year. For Brand Partners who reside in a country where ForMor has a local office, ForMor will issue any earnings statements required by that particular country. Once a Brand Partner has earned at least \$500 in a calendar year, ForMor will hold all commissions until a W-9 Form is to be filled out by that Brand Partner and returned to the company.

2.19 BRAND PARTNERSHIP IDENTIFICATION NUMBER

The Social Security Number and the Employer Identification Number (EIN), if applicable, of the applicant is required information to be submitted at the time of application for future use in reporting income as required by law. ForMor shall issue a unique Brand Partner Identification Number for each Brand Partner, which will become that Brand Partner's Identification Number upon acceptance as a Brand Partner by the ForMor home office.

2.20 NO EXCLUSIVE TERRITORIES

a) All ForMor Brand Partners have the right to function anywhere within the countries ForMor designates. There are no geographical limitations within the U.S., its territories and its possessions for the selling of ForMor products and the sponsoring of new ForMor Brand Partners. No Brand Partner may claim an exclusive territory.

b) Any Brand Partner that attempts to Retail Products and/or services in a country that is not yet officially opened by ForMor is subject to immediate termination. (See Retail Establishments Section 5.25 (f) and International Brand Partners and Marketing Section 11.7)

2.21 OTHER PRODUCTS

a) Brand Partners are not restricted from selling the products or services of other companies. However, as ForMor Brand Partners, they are strictly prohibited from promoting another direct sales or network marketing program or selling another product or service to any ForMor Brand Partner, other than their first-level, personally-referred ForMor Brand Partners.

b) Brand Partners that are Optionally Placed on the first-level of another Brand Partner are no longer considered first-level personally-referred ForMor Brand Partners.

c) Brand Partners are also strictly prohibited from promoting anything, in any manner, other than ForMor or ForMor products at any ForMor event or venue, any online forum, including those hosted by the Company or a ForMor Independent Brand Partner. Any Brand Partner found to be violating this provision is subject to immediate termination.

2.22 OUTSTANDING COLLECTIONS

ForMor has the right to offset any monies owed in arrears by the Brand Partner in his capacity as a Brand Partner against bonuses and commissions earned as a result of product and/or service sales. Should a Brand Partner fail to have sufficient bonuses and commissions with which to cover his/her outstanding debt or choose to ignore his/her financial responsibility to the Company, then the balance of his/her financial responsibility to the Company will be transferred to a collection agency. The Brand Partner will be subject to immediate termination.

2.23 INCOME, EARNINGS OR SALES REPRESENTATIONS

a) Brand Partners are not permitted to make any representations whatsoever as to income, earnings or sales. Each Brand Partner's financial success depends entirely upon individual effort, locale, and dedication to his or her ForMor Brand Partnership.

b) Any Brand Partner found, or reported to be, in violation of this rule may lose his or her buying privileges with ForMor, be suspended from participation in the ForMor Rewards Plan and/or be terminated of his or her Brand Partner status as well as be subject to all available remedies in law and in equity.

2.24 COMPLIANCE WITH LAWS AND ETHICAL STANDARDS

Brand Partners shall comply with all federal, state and local laws and regulations in the conduct of their businesses. In connection with the operation of a Brand Partner's ForMor business, the violation of any law, or any conduct that is unethical, or in ForMor's sole discretion, may tend to damage its brand, public image, reputation or goodwill, shall be grounds for disciplinary action, suspension or termination.

2.25 ADHERENCE TO LAWS AND ORDINANCES

Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to Brand Partners because of the nature of their business. However, Brand Partners must obey those laws that do apply to them. If a city or county official tells a Brand Partner that an ordinance applies to him or her, the Brand Partner shall be polite and cooperative, and immediately send a copy of the ordinance to the Compliance Department of ForMor. In many cases there are exceptions to the ordinance that apply to ForMor Brand Partners.

SECTION 3

BRAND PARTNER RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

3.1 REFERRING BRAND PARTNER'S RESPONSIBILITIES

a) All new ForMor Brand Partners have the right to receive free training and support from their referring Brand Partner. A referring Brand Partner is expected to provide information on how to obtain Company-approved literature and to give appropriate training to his/her newly referred Brand Partners.

b) Any Brand Partner who refers other Brand Partners must fulfill the obligation of performing a bona fide supervisory, distributing and selling function in the sale of products and/or services to the ultimate retail consumer and in the training of those referred Brand Partners. A Brand Partner must have ongoing contact, communication and management supervision with his or her sales organization. Examples of such supervision may include, but are not limited to, the preparation and dissemination of a newsletter, correspondence, personal meetings, telephone contact, e-mail contact, texting, webinars, training sessions, and accompanying individuals to company events, trainings and gatherings.

3.2 REFERRING

a) ForMor Brand Partners are entitled to refer anywhere within the U.S., its territories and its possessions or any countries currently designated by ForMor. Occasionally, one or more people may contact the same prospect and questions may arise as to who has referring rights to a given prospect. ForMor will not mediate such disputes as may arise, and will recognize as the referring Brand Partner, the individual or entity whose name appears on the Brand Partner Application and Agreement Form, or its online equivalent, first received by the Company at its offices.

b) No Rewards are ever paid to Brand Partners based upon referring or recruiting Brand Partners without product sales. Brand Partners receive no Rewards for the act of referring.

3.3 PLACEMENT

When a new Brand Partner joins ForMor, the referring Brand Partner has a period of sixty (60) days, from the joining date, to move or place the new Brand Partner anywhere within his/her downline organization.

Placement can only happen one time. The Brand Partner under whom the Placed Brand Partner is moved becomes his/her new Direct Upline and is a separate first level leg in the Placed Direct Upline's downline organization and the volume is added to the total leg volume in which he or she was placed. If the new Brand Partner is not moved or placed within the allotted 60 days, he/she will remain a separate leg in the downline organization for the original referring Brand Partner.

3.4 DOWNLINE ACTIVITY (Genealogy) REPORTS, CONFIDENTIALITY AND NONDISCLOSURE

a) Downline Activity Reports are available for Brand Partner access and viewing at the ForMor website. Access to online Downline Activity Reports is password protected. All Downline Activity Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to ForMor. Downline Activity Reports are provided to Brand Partners in strictest confidence and are made available to;

b) Brand Partners for the sole purpose of assisting Brand Partners in working with their respective Marketing Organizations in the development of their ForMor business. Brand Partners should use their Downline Activity Reports to assist, motivate, and train their downline Brand Partners. The Brand Partner and ForMor agree that, but for this agreement of confidentiality and nondisclosure, ForMor would not provide Downline Activity Reports to the Brand Partner. A Brand Partner shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity;

c) Directly or indirectly use or disclose any information contained in any Downline Activity Report or in the Back Office to any third party;

d) Directly or indirectly disclose the password or other access code to his/her Back Office;

e) Use the information contained in any Downline Activity Report or Back Office to compete with ForMor or for any purpose other than promoting or supporting his or her ForMor business;

f) Recruit or solicit any Brand Partner or retail customer listed on any Downline Activity Report or in the Back Office, or in any manner attempt to influence or induce any Brand Partner or Customer to alter their business relationship with ForMor. Upon demand by the Company, any current or former Brand Partner will return the original and all copies of Downline Activity Reports or other information to the Company; or,

g) On a periodic basis, the Company will supply data processing information and reports relative to the Brand Partner's downline sales organization. The Brand Partner agrees that such information is proprietary and confidential to the Company and is transmitted to the Brand Partner in confidence. The Brand Partner agrees that he/she will not disclose such information to any third party directly or indirectly, nor use the information to compete with the Company directly or indirectly. The Brand Partner and the Company agree that, but for this agreement of confidentiality and nondisclosure, the company would not provide the above confidential information to the Brand Partner. In addition to any other legal or equitable rights ForMor may have, violation of this confidentiality requirement is grounds for immediate termination. Upon termination of a Brand

Partnership for any reason, the owner of that Brand Partnership agrees to return promptly all confidential information to the Company.

3.5 TARGETING OTHER DIRECT SELLERS

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

3.6 CROSS-REFERRING

a) Actual or attempted cross-referring is strictly prohibited. 'Cross-Referring' is defined as the enrollment of an individual or entity that already has a current Brand Partner Agreement on file with ForMor, or who has had such an agreement within the preceding six (6) calendar months, within a different line of Brand Partnership or leadership level referrer's. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, fictitious ID numbers or any straw-man or other artifice to circumvent this policy is prohibited. Brand Partners shall not demean, discredit or defame other ForMor Brand Partners in an attempt to entice another Brand Partner to become part of the first Brand Partner's Marketing Organization.

b) If cross-referring is discovered, it must be brought to the Company's attention immediately. ForMor may take disciplinary action against the Brand Partner that changed organizations and/or those Brand Partners who encouraged or participated in the cross-referring.

c) ForMor may also move all or part of the offending Brand Partner's Marketing Organization to his or her original Marketing Organization if the Company deems it equitable and feasible to do so.

d) However, ForMor is under no obligation to move the cross-referred Brand Partner's Marketing Organization and the ultimate disposition of the organization remains in the sole discretion of ForMor.

e) Brand Partners waive all claims and causes of action against ForMor arising from or relating to the disposition of the cross-referred Brand Partner's Marketing Organization.

3.7 MULTIPLE APPLICATIONS

If an applicant should submit more than one Brand Partner Application and Agreement Form, or its online equivalent, listing different sponsors on each, only the first completed Brand Partner Application and Agreement Form received by ForMor will be considered for acceptance and processing. Should any question or dispute arise in regard to the document's validity, ForMor will make the decision and that decision shall be final.

3.8 TRAINING REQUIREMENT

Brand Partners who sponsor new Brand Partners are required to properly train their new Brand Partners. These responsibilities include: introduction to the ForMor product line and explanations of the Rewards Plan, the Ethical Business Practices, and the Policies & Procedures. Training also encompasses helping new Brand Partners with completion of a retail sale, including product presentation, filling out order forms, and explaining the retail customer guarantee and refund policy. The sponsor should stay in contact with all new Brand Partners for additional training and support.

3.9 CHANGE OF SPONSOR

To protect the integrity of all Marketing Organizations and safeguard the hard work of all Brand Partners, the Company strongly discourages changes in sponsorship. Maintaining the integrity of sponsorship is critical for the success of every Brand Partner and Marketing Organization. Accordingly, the transfer of a ForMor business from one sponsor to another is rarely if ever permitted. Requests for change of sponsorship must be submitted

in writing to the Compliance Department and must include the reason for the transfer. Transfers will only be considered in the following two (2) circumstances:

- a) In cases in which the new Brand Partner is sponsored by someone other than the individual he or she was led to believe would be his or her sponsor, a Brand Partner may request that he or she be transferred to another organization with his or her entire Marketing Organization intact. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case-by-case basis, and must be submitted to the company in writing within sixty (60) days from the enrollment date. The request must include a detailed description of why the Brand Partner believes his or her enrollment was fraudulently induced;
- b) In the event of a placement error during sign up, placement changes for Brand Partners can be completed by the enrolling Brand Partner through their Web Suite within 24 hours of enrollment or by midnight CST the final day of the month, whichever comes first. Placement changes cannot be made for those who have enrolled before the Brand Partner they are requesting to be placed under;
- c) The Brand Partner seeking to transfer must submit a properly completed and fully executed Sponsorship Transfer Form, which includes the written approval of his or her immediate ten (10) upline Brand Partners. Photocopied or facsimile signatures are not acceptable. All Brand Partner signatures must be notarized. The Brand Partner who requests the transfer must submit a fee of \$50 USD for administrative charges and data processing;
- d) Downline Brand Partners will not be moved with the transferring Brand Partner.

3.10 TERM AND ANNUAL RENEWAL

- a) The term of the Brand Partner Agreement is one year from the date of its acceptance by ForMor and ending one year from the date of acceptance (the "Anniversary Date"). Brand Partners must remain "active" in order for their Brand Partnership to remain in tact. The definition of "Active" includes: selling product at retail, purchasing product for personal consumption, or referring a New Brand Partner within each ninety (90) day period following the Anniversary Date.
- b) If a Brand Partner fails to remain "Active", the Brand Partner Agreement will be canceled.

3.11 NON-RENEWAL

- a) A Brand Partner may also voluntarily cancel his or her Brand Partner Agreement by failing to remain "Active" following the Anniversary Date.
- b) A Brand Partner who fails to remain "Active," as provided herein, shall be deemed to have voluntarily canceled their Brand Partner relationship with the Company and will thereby lose their Brand Partner position, all referral rights, their position in the Rewards Plan, all rights to rewards, commissions and bonuses, and the ability to sell products at retail.
- c) When a Brand Partner voluntarily cancels the Agreement by "in-Activity", this results in the Brand Partner's permanent loss of the rights to his or her referred downline organization, which then moves up to the next Brand Partner in the terminating Brand Partner's upline organization.
- d) A Brand Partner who fails to maintain his/her Brand Partner status may not reapply under a new referring Brand Partner for six (6) months after non-renewal.

3.12 VOLUNTARY CANCELLATION

- a) A Brand Partner may voluntarily cancel his or her Brand Partnership by sending a NOTARIZED signature and statement of cancellation to ForMor.
- b) A Brand Partner that voluntarily cancels their Brand Partnership position relationship with the Company and will thereby lose their Brand Partner position, all referring rights, their position in the Rewards Plan, all rights to rewards, commissions and bonuses, and the ability to sell products at retail prices.

c) When a Brand Partner voluntarily cancels the Agreement, this results in the Brand Partner's permanent loss of the rights to his or her sponsored downline organization, which then moves up to the next Brand Partner in the terminating Brand Partner's upline organization.

d) A Brand Partner who voluntarily cancels his/her Brand Partner status may not reapply under a new referring Brand Partner for six (6) months after non-renewal.

3.13 INVOLUNTARY CANCELLATION (TERMINATION)

a) A Brand Partner's violation of any of the terms of the Agreement, including any amendments that may be made by ForMor, in its sole discretion, may result in any of the sanctions listed in the Agreement, including, but not limited to, the involuntary cancellation of his or her Brand Partner Agreement. Cancellation shall be effective on the date on which written notice is mailed, faxed or delivered to an express courier, addressed to the Brand Partner's last known address or that of his or her attorney, or when the Brand Partner receives actual notice of cancellation, whichever occurs first.

b) ForMor reserves the right to withhold and/or permanently retain funds and prevent any roll-up until any unpaid funds are recovered or paid back to the Company, depending on the individual circumstances surrounding each case.

c) A Brand Partner that is involuntarily terminated has their Brand Partnership position canceled. Involuntarily cancellation will terminate the Brand Partner's relationship with the Company and the Brand Partner will thereby lose their Brand Partner position, all referring rights, their position in the Rewards Plan, all rights to commissions and bonuses, and the ability to sell products at retail prices.

d) When a Brand Partner is involuntarily terminated from any ForMor affiliated company, whether domestic or foreign, the Brand Partnership governed by these Policies and Procedures shall also be terminated.

e) When a Brand Partner involuntarily terminates the Agreement, this results in the Brand Partner's permanent loss of the rights to his or her sponsored downline organization, which then moves up to the next Brand Partner in the terminating Brand Partner's upline organization. However, all unpaid funds must be recovered or paid back to the Company before any roll-up is completed.

3.14 TRANSFER UPON DEATH OF A BRAND PARTNER

Upon the death of a Brand Partner, the deceased Brand Partner's Brand Partnership entity may pass to his or her successor(s)-in-interest as provided by law. However, ForMor will not recognize such a transfer until the successor-in-interest meet the following conditions:

a) Complete and submit a Brand Partner Application and Agreement Form;

b) Provide a certified copy of the death certificate;

c) Provide a notarized copy of the will or other legal transferring instrument;

d) The beneficiary shall, thereafter, be entitled to all rights and subject to all obligations and responsibilities, as that of any other ForMor Brand Partner;

e) The beneficiary acquires the right to collect all bonuses and commissions of the deceased Brand Partner's Marketing Organization provided they meet all of the qualifications for the deceased Brand Partner's status or rank;

f) Form a business entity and acquire a Federal Tax Identification Number, if the business is bequeathed to or inherited by joint heirs. ForMor will issue all commission and bonus payments and one IRS Form 1099 to the business entity. The heirs must provide MorFreedom with an address of record to which all commission and bonus payments will be sent.

3.15 TRANSFER UPON INCAPACITATION OF A BRAND PARTNER

To affect a transfer of a ForMor business because of a Brand Partner's incapacity, the successor must provide the following to ForMor:

- a) A notarized copy of an appointment as guardian, power of attorney or trustee;
- b) A notarized copy of the trust document or other documentation establishing the trustee's right to administer the ForMor business; and
- c) A completed Brand Partner Agreement executed by the guardian, power of attorney or trustee. The guardian, power of attorney or trustee must then:
 - 1) Execute a Brand Partner Agreement;
 - 2) Comply with terms and provisions of the Agreement;
 - 3) Meet all of the qualifications for the incapacitated Brand Partner's status.

3.16 SALE, TRANSFER OR ASSIGNMENT OF BRAND PARTNERSHIP

Although a ForMor business is a privately owned, independently operated business, the sale, transfer or assignment of a ForMor Brand Partnership is subject to certain limitations. The sale transfer or assignment of a ForMor Brand Partnership is subject to a Right of First Refusal ("RFR") to the Qualified Direct Upline. Unless otherwise agreed to in writing, if a Brand Partner wishes to sell, transfer or assign his/her ForMor Brand Partnership, the following criteria must be met:

- a) If a Brand Partner receives a Bona Fide Offer to purchase his/her Brand Partnership from a Third Party, the Brand Partner shall first offer to sell the Brand Partnership to the Qualified Direct Upline on the same terms and conditions contained in the bona fide offer. The Brand Partner shall deliver the bona fide offer in writing to the Qualified Direct Upline and a copy to the Company. The Qualified Direct Upline shall have fifteen (15) business days in which to accept the offer, keeping in mind that a husband and wife can only own two (2) Brand Partnerships. Evidence of a legitimate offer may include, but is not limited to, cash or securities deposited into an escrow account, evidence of a loan commitment, and other substantial steps taken for the sole purpose of purchasing such Brand Partnership. If the Qualified Direct Upline accepts the offer, he/she must provide written notice to the Company upon acceptance;
- b) If the Qualified Direct Upline fails to exercise its RFR within fifteen (15) business days of receiving a bona fide offer, the Brand Partner may sell, transfer or assign the Brand Partnership to the Third Party according to the same terms and conditions contained in the bona fide offer, provided, however, that the Brand Partner complies with all other transferring procedures contained in this Section and as may be established from time to time by the Company;
- c) Should the sale, transfer or assignment to a Third Party be authorized by ForMor, which authorization will not be unreasonably withheld, the Third Party, buyer or transferee, will assume the position of the Seller at the title earned by the Seller during the last month of his/her ownership of the Brand Partnership. The Third Party, buyer or transferee, must qualify under the terms of the ForMor Rewards Plan to receive commissions according to the Rank Level obtained each month;
- d) Protection of the existing line of sponsorship must always be maintained so that the ForMor business continues to be operated in that line of sponsorship;
- e) If the buyer is an active ForMor Brand Partner, other than the Qualified Direct Upline, he or she must first terminate his or her ForMor business and remain inactive for six (6) full calendar months before becoming eligible for a purchase, transfer, assignment or acquisition of any interest in another ForMor Brand Partnership;

f) Before the sale, transfer or assignment can be finalized and approved by ForMor, any debt obligations the selling Brand Partner has with ForMor must be satisfied;

g) The selling Brand Partner must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a ForMor Brand Partnership;

h) Prior to offering a ForMor Brand Partnership for sale, the selling Brand Partner must notify ForMor Corporate Offices of his or her intent to sell the ForMor Brand Partnership.

3.17 CHANGE OF STATUS

A ForMor Brand Partner may change status from individual to partnership or corporation, or from partnership to corporation, but must notify the Company in writing, providing details of all participants in the new entity. A co-applicant, who is subsequently added to an original Brand Partner Agreement, may not assume the Applicant position at a later date since this would in essence invalidate the transfer/assignment process.

3.18 COMMUNICATIONS WITH MANUFACTURERS, VENDORS OR AGENCIES

No Brand Partner is permitted to contact, directly or indirectly, or speak to or communicate with, any representative of any supplier or manufacturer of ForMor except at a corporate sponsored event, which the representative attends at the request of the Company. Brand Partners may not contact any government regulators (e.g. FDA, FTC, various state Departments of Health, etc.) on behalf of Company. Associates may not represent the Company if contacted by government regulators. All regulatory inquiries are to be referred to the Company.

3.19 SUSPENSION AND TERMINATION

If a violation of the Policies and Procedures has occurred by a Brand Partner, ForMor will notify the Brand Partner by telephone and/or written notice. If the violation is deemed curable in ForMor's sole and absolute discretion, the notice will state that the Brand Partner shall have the opportunity to cure or cease the violation within ten (10) business days of being notified. If the violation is not deemed curable in ForMor's sole and absolute discretion, then the notice shall state that the Brand Partner's Brand Partnership is suspended and that a date has been set for the Ethics Committee hearing. Upon receipt of the suspension notice, the Brand Partner shall have ten (10) business days to provide evidence, in writing, to the Ethics Committee as to why the suspension should be lifted. The decision of the Ethics Committee shall be forwarded to the Brand Partner. The suspension status remains in effect pending the result of the hearing, any subsequent appeal of termination, and until the termination is effective, as applicable. All notices, whether suspension or termination, will be sent by either Registered U.S. Mail or by Express Delivery to the violating Brand Partner's address of record, and shall be deemed delivered when deposited at such address by the carrier.

3.20 APPEAL

Termination of a Brand Partner's Brand Partnership may be appealed by submitting a letter stating grounds of the appeal. The letter must be sent REGISTERED U.S. MAIL, RETURN RECEIPT REQUESTED or VIA PRIVATE COURIER (FedEx, UPS, etc.), ACCEPTING SIGNATURE REQUIRED and must be received by ForMor within fifteen (15) days of the date of delivery of the termination notice. If ForMor has not received a letter of appeal by the deadline, the termination automatically becomes final. If a Brand Partner files a timely appeal, ForMor shall, in its sole discretion, review the termination and notify the Brand Partner of its decision. If the appeal is denied, the termination stands and is retroactive to the date of the original termination notice. The decision of ForMor shall be final and is subject to no further review.

3.21 EFFECT OF SUSPENSION

Should a Brand Partner be placed on suspension, he or she immediately shall have no right to represent, and shall cease representing himself/herself as a Brand Partner of ForMor products. In addition, they cannot purchase additional products from ForMor or any Brand Partner, or receive any commissions or bonuses, until his or her suspension is revoked. Suspension status is retroactive to the beginning of the month in which the suspension is imposed by ForMor, and any applicable commissions or bonuses pending or due for the month and thereafter will be held in abeyance until resolution of the matter.

3.22 REGULATORY APPROVAL

a) No governmental body, whether it is a State Attorney General's Office, a Secretary of State's office, a Consumer Protection Agency, a State or Federal Trade Commission or any Better Business Bureau office approves or endorses any marketing program.

b) Although ForMor makes every effort to assure good relations with-in all areas of operation, no Brand Partner may ever imply that the promotion, operation or organization of ForMor has been approved, sanctioned or endorsed by any regulatory authority. Such statement or implication constitutes grounds for termination as a Brand Partner.

3.23 ARBITRATION

a) Any controversy or claim arising out of this Agreement or any alleged breach of this Agreement shall be resolved by means of binding arbitration before a single arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including the Optional Rules for Emergency Measures of Protection. The arbitrator shall be a practicing attorney or retired judge with at least fifteen years total working experience as such. The arbitration shall be held in Little Rock, AR or any other place agreed upon at the time by the parties. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages. An award of damages shall include pre-award interest at the rate of 5% percent from the time of the act or acts giving rise to the award.

(b) A party may apply to the arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute. Each party shall bear its own costs, fees and expenses of arbitration.

(c) The arbitrator shall issue a reasoned award. Judgment upon the arbitrator's award may be entered in any court having jurisdiction. The arbitration proceedings and arbitrator's award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party who is an individual.

(d) The arbitrator shall require exchange by the parties of (1) the name and, if known, address and telephone number of each person likely to have knowledge of relevant information, identifying the subjects of the information, and (2) non-privileged documents, including those in electronic form, that are relevant to the issues raised by any claim, defense or counterclaim or on which the producing party may rely in support of or in opposition to any claim, defense or counterclaim. The arbitrator shall limit such production based on considerations of unreasonable expense, duplication and undue burden. These exchanges shall occur no later than a specified date within 60 days following the appointment of the arbitrator. At the request of a party, the arbitrator may at his or her discretion order the deposition of witnesses. Depositions shall be limited to a maximum of three depositions per party, each of a maximum of four hours duration, unless the arbitrator otherwise determines. The arbitrator may allow such other discovery as he or she determines is reasonably necessary for a fair determination of the dispute. Any dispute or objections regarding discovery or the relevance of evidence shall be determined by the arbitrator. All discovery shall be completed within 120 days following the appointment of the arbitrator, unless the arbitrator otherwise determines. Except as set forth herein, all disputes relating to the terms and provisions of a Brand Partnership's Application and Agreement of Brand Partnership, or the rights and obligations of the parties or any other claims or causes of action relating to the performance of either party under said Agreement, shall be settled totally and finally by arbitration in the City of Little Rock, State of Arkansas, in accordance with the Federal Arbitration Act and the Commercial Rules of the American Arbitration Association. Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity or registration of any mark or the intellectual property or confidential information of the Company without the Company's prior written consent. Furthermore, the Company shall have the right to apply to and obtain from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other injunctive or emergency relief available to safeguard

and protect the Company's interest prior to the filing of, during, or following any arbitration.

e) Any Brand Partner found, or reported to be, in violation of any rule may lose his or her buying privilege with ForMor, the Brand Partnership governed by these Policies and Procedures may also be suspended from participation in the ForMor Rewards Plan and/or be terminated of his or her Brand Partner status as well as be subject to all available remedies in law and equity.

SECTION 4 ADVERTISING & PROMOTION

All Brand Partners must obtain written consent from ForMor prior to publishing any advertisement, distributing any flyer, placing any sign or airing any broadcast relating to ForMor or its products.

4.1 USE OF AUTHORIZED PROMOTIONAL MATERIALS

Only those materials that have been made available directly by the Company are allowed for promotional purposes. The Company will produce and offer for sale at a reasonable price, the materials necessary to build a Brand Partner's business. Any violation of this rule may lead to Brand Partner termination.

4.2 TRADEMARKS

The name, trade names, trademarks, logos, names of the Company's products, or any other intangible commercial assets of ForMor, in any form, are the legally registered trademarks exclusively owned or licensed by ForMor. Use of these registered marks on any item not produced by ForMor, without its express written consent, is prohibited except in the manner prescribed by the Company. The following are two examples of approved manner and use of the Company's name:

(Name of Brand Partner)

ForMor Independent Brand Partner

(Name of Brand Partner)

Independent Brand Partner of ForMor

4.3 COPYRIGHTS

ForMor is the sole owner of all rights to contents of all Company-published materials and all Company-sponsored training sessions and meetings. Any use or reproduction of such materials by any means requires prior written approval from the ForMor home office.

4.4 BUSINESS NAMES

a) No ForMor Brand Partner may use the words "ForMor" or any of its names, product names, trademarks, logos, etc. within any business name. "ForMor of Dallas" is an example of unauthorized and forbidden use of the trademarked ForMor name.

b) Additionally, when Brand Partners are setting up checking accounts or any type of business credit accounts regarding their personal ForMor Brand Partnerships, they may not utilize the name of ForMor in any account name format whatsoever.

c) For example, printed account information appearing on a check could not state "ForMor, Bob Johnson, Brand Partner." An approved format would be "Bob Johnson, Independent Brand Partner of ForMor." Likewise any type of trade show or expo program listing cannot include the name of ForMor but must only state the name of the Brand Partner.

4.5 ADVERTISING

a) As independent contractors, ForMor Brand Partners are free to promote their businesses in any legal manner and may advertise without Company approval provided they do not use the ForMor trade name, trademarks, logo or copyrighted materials, product images, product names, or make unauthorized claims or make references of any type to the name of any corporate executives, officers, employees, service providers, endorsement personalities, product research council members, financial institutions through which the program may be

administered, or the name of any group or individual who is associated with ForMor.

b) Any and all advertising that uses the ForMor name or products name must be preapproved in writing. All advertising must first be submitted to ForMor Compliance and then reviewed and approved by the company.

c) Only Company produced or approved, in writing and in advance, promotional and advertising materials may be used to advertise or promote a Brand Partner's business, or sell products or services of the Company in any Print or Electronic Media, television, radio, or including on an Internet web site.

d) No person or Brand Partner shall use the Company name, logos, trademarks, or copyrighted material in any advertising not produced by the Company or without the prior express written permission from the Company. The Company's literature and materials may not be duplicated or reprinted without the prior written permission of Company. The Company's consent or approval may be withheld at its sole discretion. Banners, trade show materials and the like must be approved in writing by the Company.

e) No radio or television advertising of any type is permitted in any format whatsoever, unless it is pre-approved in writing by the Company.

f) All Blind print ads must include the Brand Partner's name. For example, a print ad could end with the statement, "for details call Mary Smith at (000)000-0000," but it could not say "for details call Mary Smith, Brand Partner of ForMor at (000)000-0000." The latter statement is prohibited because it uses the ForMor name, which makes the ad no longer blind.

4.6 TELEPHONE ANSWERING

Brand Partners may not answer the telephone by saying "ForMor," "ForMor for Life, LLC" or in any other manner that would lead the caller to believe that they have reached the Company's corporate offices.

4.7 TELEPHONE DIRECTORY ADVERTISING

a) ForMor Brand Partners may be listed in the white pages or yellow pages of the telephone directory. Suitable categories for yellow page listings are Foods, Health Foods, Vitamins, and Weight Loss. Yellow page advertising must conform to all applicable ForMor Policies and Procedures. Use of name, logo or trademark, or any representations must be submitted to the Company's corporate offices for written approval in advance.

The approved yellow page listing is as follows:

ForMor Independent Brand Partner (Brand Partner Name)
Address Telephone
Number

b) Brand Partners may not contract for a display ad in any telephone directory. A Brand Partner with a telephone listing who terminates his/her relationship with ForMor must discontinue the listed number immediately.

4.8 IMPRINTED CHECKS

ForMor Brand Partners are not permitted to use the ForMor trade name or any of its trademarks on their business or personal checking accounts. However, Brand Partners may imprint their ForMor business checks in either of the following ways: "Independent Brand Partner of ForMor" "ForMor Independent Brand Partner"

4.9 BUSINESS CARDS, LETTERHEADS, ENVELOPES

Brand Partners must agree to strictly adhere to ForMor's guidelines regarding stationery or envelope artwork and compliance issues. Brand Partners may not alter the layout or design of the business cards, letterhead and envelopes. The title "Independent Brand Partner" must always accompany the Brand Partner's name on said promotional materials. Additionally, Brand Partners may select their printer of choice.

4.10 ENDORSEMENTS

The name of the Company's associates or affiliates, including any anecdote relating to them, may not be used in any form of advertising whatsoever; nor is it permissible to use their position for the purpose of recruiting

or enticing new prospective Brand Partners in any manner other than that which is stated in ForMor official literature.

4.11 PERSONAL APPEARANCES

Appearances by ForMor Brand Partners on television, cable television and/or radio, as such appearance would relate to ForMor, its products or business opportunity, are strictly prohibited without the express prior written approval from an authorized officer of ForMor.

4.12 PRESS INQUIRIES AND MEDIA INTERVIEWS

a) Brand Partners are prohibited from granting radio, television, cable television, newspaper, tabloid, or magazine interviews. Further, Brand Partners are not to use public appearances, public speaking engagements, or make any type of statement to the public media to publicize ForMor or its products, or their individual ForMor Brand Partnership enterprises, except with the express, prior written approval of ForMor, which may be withheld at the Company's sole discretion.

b) The Company requires that all media inquiries be immediately referred to the attention of the service@formor.com.

4.13 CONDUCT AT BUSINESS OPPORTUNITY MEETINGS AND TRAINING SESSIONS

All ForMor related events shall be conducted in strict conformity with corporately produced scripts, presentations and printed materials. These materials may not be altered or deviated from in any way. They have been developed and refined to ensure that prospects have accurate information upon which to base decisions and to assist new Brand Partners in learning proven techniques for achieving success within prescribed guidelines. For this reason, any substantive alteration of scripts, audio/visual presentations, printed materials or videos, or any deviation in the prescribed presentation thereof which compromises the integrity and/or intent of the ForMor program may result in termination of the offending Brand Partner.

4.14 PUBLIC MEETING SIGNAGE

At open or public meetings no signage other than approved ForMor podium, wall banner or product poster signage is permissible. It is strictly against corporate policy to display banners, signs or other paraphernalia that identifies or promotes the name of a specific downline, network or organization at any public meeting. Such banners, signs and paraphernalia may be utilized only at closed presentations sponsored by and paid for by a single downline, network or organization.

4.15 ALIEN MATERIALS OR PRODUCTS

During the term of the Brand Partner Agreement, the Brand Partner shall not sell or promote, directly or indirectly, the products, services or opportunities of any other company while presenting his/her ForMor business. Additionally, only ForMor products and/or authorized promotional materials may be sold or displayed at any ForMor meeting, including but not limited to jewelry or items of apparel not directly produced and sold by the Company. Violation of this provision is justifiable cause for termination as a Brand Partner.

4.16 DOWNLINE ORGANIZATION COMMUNICATIONS

As independent contractors, ForMor Brand Partners are encouraged to promote training information and to provide direction to their respective downline organizations. The proper and constructive use of internal newsletters, training workshops, and other organizational programs is encouraged, provided they are in compliance with the Policies and Procedures and all applicable local, state and federal laws and regulations.

4.17 PRODUCT CLAIMS

a) ForMor Brand Partners shall not represent any claim for any product or service that is not expressed in official ForMor promotional materials. ForMor is responsible only for materials printed or contained in Company provided promotional materials.

b) No claims as to the therapeutic or curative properties of the products may be made by Brand Partners except those officially approved in writing by the Company or as contained in the official Company literature. ForMor specifically makes no medical claims for the treatment, prevention, cure, or mitigation of disease,

and any Brand Partner who makes such claims shall be subject to immediate suspension or termination.

4.18 MEDICAL, THERAPEUTIC OR CURATIVE CLAIMS

No type of claim whatever, expressed or implied, is to be made for any ForMor product by any Brand Partner. A Brand Partner is required to recommend to any customer under physician's care, or suffering from any chronic disorder, that they should first consult with their physician before undertaking any changes in diet or when beginning any nutritional program. Persons currently under medical treatment should be urged to seek the advice of their physician before changing their diets when beginning any nutritional program.

4.19 INCOME CLAIMS

ForMor Brand Partners shall not make any false or misleading statements about their own or any other Brand Partner's income. No random, hypothetical examples of what is mathematically possible, nor income representations, projections or potentials, may be used in any Business Opportunity Meeting. Stating your own actual income is permitted. Exaggerations of your own or another Brand Partner's actual income will be grounds for termination. No ForMor Brand Partner can guarantee the success of any prospect. Brand Partners shall avoid any suggestion that is easy to attain high income levels, and shall always explain that each individual's success depends solely upon the level of effort expended and their personal commitment to the ForMor program.

4.20 RECORDINGS AND OTHER PROMOTIONAL MATERIALS

Brand Partners shall not produce or reproduce in any way whatsoever any personal or ForMor produced audio or video taped material detailing the ForMor career opportunity, Rewards plan, product presentations, events or speeches, including conference calls, without the express prior written approval from an authorized officer of ForMor.

4.21 RE-PACKAGING OF PRODUCT

a) Brand Partners are strictly prohibited from re-packaging ForMor products in any way or for any reason whatsoever.

b) Any Brand Partner found, or reported to be, in violation of this rule may lose his or her buying privilege with ForMor, be suspended from participation in the ForMor Rewards plan and/or be terminated of his or her Brand Partner status as well as be subject to all available remedies in law and equity.

4.22 INDUCEMENTS TO PROSPECTS

ForMor Brand Partners shall not make any promises about providing prospects or actually placing/stacking new Brand Partners under a prospect as an inducement to sponsorship. Ultimately each Brand Partner is responsible for building his/her own organization. It is grounds for termination to promise or imply that a Brand Partner will build an organization for another as an inducement to sponsorship through advertising support or any means other than training and supervisory assistance. All ForMor Brand Partners are equal in the eyes of the corporate office. No organization, network, leg, or downline may imply that it has a "special relationship" or that it can offer a prospect preferred treatment by virtue of a special relationship with the ForMor corporate office.

4.23 MINIMUM ADVERTISING PRICE

a) Regardless of business type (retail stores, clinics or Brand Partners) and irrespective of advertising medium (print, online, TV, radio, and Internet), the minimum advertised price of all ForMor products is the highest price of a single bottle listed on www.formor.com. This is the minimum advertised price allowed. No exceptions.

b) Please note that "retail" outlets and/or any individuals can sell ForMor products for any price they want. We have no legal bearing over the actual sales price, just the minimum advertised price that is advertised.

c) Brand Partners are not required to sell ForMor products at the retail prices set by ForMor on the ForMor Product Price List. Brand Partners may sell ForMor products at any price they choose. Any Brand Partner who on their own or through association with other entities or individuals directly or indirectly may not advertise and promote the sale of ForMor brand Products at a price less than the highest price listed for a single bottle @ www.formor.com.

4.24 UNSOLICITED TELEPHONE AND TEXT

a) There are various state and federal laws for compliant telemarketing. Therefore, it is the sole responsibility of the Brand Partner to abide by their particular state's regulations concerning the use of live callers and telephone marketing. ForMor shall not be held liable for any misinterpretation of the law by the Brand Partner. Brand Partner is responsible for verifying that their lists are in compliance with FTC Do Not Call regulations, please visit <http://www.ftc.gov>, <http://www.fcc.gov>, <http://www.donotcall.gov>. Brand Partner assumes all liability and responsibility for operating any automatic dialing or telemarketing system according to any federal, state, or local laws pertaining to proper Telemarketing compliance. Brand Partner is aware that limitations may include commercial solicitations to homes or businesses without a prior relationship or express consent of the called party. A violation of any such laws may result in significant penalties and other sanctions, including termination of Brand Partnership rights.

b) ForMor does not permit Brand Partners to make unsolicited telephone calls.

c) ForMor does not permit Brand Partners to use an automatic telephone dialing system, “boiler-room or robo caller”, relative to the operation of their ForMor businesses. The term “automatic telephone dialing or solicitation system” and “boiler-room or robo caller” means equipment which has the capacity to:

- (1) Store or produce telephone numbers to be called, using a random or sequential number generator; and
- (2) To dial such numbers.

d) ForMor does not permit Brand Partners to make unsolicited text messaging.

4.25 UNSOLICITED FAXES

a) Except as provided in this section, Brand Partners may not use or transmit unsolicited faxes or use an automatic telephone dialing system, “bolier-room or robo caller”, relative to the operation of their ForMor businesses. The term “automatic telephone dialing or solicitation system” and “bolier-room or robo caller” means equipment which has the capacity to:

- (1) Store or produce telephone numbers to be called, using a random or sequential number generator; and
- (2) To dial such numbers.

b) The term ‘unsolicited faxes’ means the transmission via telephone facsimile of any material or information advertising or promoting , ForMor its products, the Marketing and Rewards Plan or any other aspect of the Company which is transmitted to any person, except that these terms do not include a fax:

- (1) To any person with that person's prior express written invitation or permission; or
- (2) To any person with whom the Brand Partner has an established business or personal relationship.

c) The term “established business or personal relationship” means a prior or existing relationship formed by a voluntary two-way communication between a Brand Partner and a person, on the basis of:

- (1) An inquiry, application, purchase or transaction by the person regarding products offered by such Brand Partner; or
- (2) A personal or familial relationship, which relationship has not been previously terminated by either party.

4.26 THE INTERNET

a) ForMor maintains a comprehensive suite of free and monthly subscription based websites, and tools to

support its Brand Partners in their individual businesses. ForMor offers each Brand Partner a free Replicated Corporate Site and an optional marketing sites. These are more than enough to support any Brand Partner and any organization in leveraging online retail sales as a tool to promote the brand, sponsoring Brand Partners to be wholesale buyers and participate in the opportunity. This policy ensures brand consistency, allows customers and Brand Partners to stay up-to-date with products, information, facilitates online retail product sales, facilitates online enrollment under the correct sponsor and assists in compliance with government regulations. The ForMor Internet Website policy can be stated very simply: With the exception of official ForMor Brand Partner websites, those designed, approved and supplied by ForMor, the Company does not permit any third party websites.

b) Brand Partners receive a free Replicated Corporate Site when they are accepted as a Brand Partner. The optional marketing site(s) can be obtained by contacting ForMor Brand Partner Services or visiting the Back Office of www.formor.com. Independent Brand Partners are allowed to put their own contact information on these replicated websites such as: Name, Phone Number and E-mail address. These replicated websites directly link to the Company website, giving the independent Brand Partner a professional and company approved presence on the Internet.

c) If a Brand Partner's friends, neighbors, co-workers, or extended family engages in any activity, which, if performed by the Brand Partner, would violate any provision of the Agreement, such activity will be deemed unethical.

d) Special Exception: Since Brand Partners operate independent Brand Partnerships and some may choose to host and maintain their own websites that are wholly or partially devoted to generating prospect leads, generating retail sales, or promoting the business opportunity. Even if a personally maintained landing page is linked to the ForMor back office in order to complete transactions, it is still considered a personally-hosted website and is subject to this section.

1. ForMor requires advance registration of these proposed websites or web pages. The "Personally-Hosted Brand Partner Retail Website Certification Application" is available on request from the Compliance Department. On receipt of a completed Registration Form ForMor will provide guidelines for the proper construction and operation of the site in order to ensure full compliance with the Policies and Procedures. ForMor will then review the site pre-launch and if it is deemed to be satisfactory, ForMor will issue a Letter of Certification. There will be a registration fee of \$2,500.00 and an annual audit fee of \$500.00.

2. The personally-hosted website may not launch until the Registration Form is completed, the initial fee is paid, the website is approved and the Letter of Certification is issued by the Compliance Department. Failure to follow this procedure is a Policy and Procedure violation and will result in disciplinary action up to and including termination of your Brand Partnership. Contact the Compliance Department at: service@formor.com for additional information or to request a Registration Form.

3. Brand Partners that may already be operating personal websites should contact the Compliance Department immediately to complete this process retroactively. Those who do not will eventually be contacted and required to do so.

4.27 BULLETIN BOARDS AND NEWSGROUPS

Brand Partners are strictly prohibited from posting electronic messages on Internet bulletin boards/newsgroups to advertise Company products and/or the business opportunity.

4.28 UNSOLICITED EMAIL

Brand Partners are strictly prohibited from sending unsolicited commercial emails unless such emails strictly comply with applicable laws and regulations including, without limitation, the federal CAN-SPAM Act. Any email sent by a Brand Partner that promotes ForMor, the ForMor opportunity, or ForMor products and services must comply with the following:

- a) There must be a functioning return email address to the sender;

- b) There must be a notice in the email that advises the recipient that he or she may reply to the email, via the functioning return email address, to request that future email solicitations or correspondence not be sent to him or her (a functioning ‘opt-out’ notice);
- c) The email must include the Brand Partner’s physical mailing address;
- d) The email must clearly and conspicuously disclose that the message is an advertisement or solicitation;
- e) The use of deceptive subject lines and/or false header information is prohibited.
- f) All opt-out requests, whether received by email or regular mail, must be honored. If a Brand Partner receives an opt-out request from a recipient of an email, the Brand Partner must forward a copy of the opt-out request to the Company;
- g) ForMor may periodically send commercial emails on behalf of Brand Partners. By entering into the Brand Partner Agreement, Brand Partner agrees that the Company may send such emails and that the Brand Partner’s physical and email addresses will be included in such emails as outlined above. Brand Partners shall honor opt-out requests generated as a result of such emails sent by the Company.
- h) Spam linking is defined as multiple consecutive submissions of the same or similar content into blogs, wikis, guest books, websites or other publicly accessible online discussion boards or forums and is not allowed. This includes blog spamming, blog comment spamming or spamdexing. Any comments you make on blogs, forums, guest books etc. must be unique, informative and relevant. You may not use blog spam, spamdexing or any other mass-replicated methods to leave blog comments. Comments you create or leave must be useful, unique, relevant and specific to the blog’s article.

4.29 INTERNET SHOPPING CART

No Brand Partner may design and sell online through independently designed shopping carts or web sites that use the names, logos, product or income testimonials, Rewards plan or product description(s) of ForMor.

4.30 NAMES, TRADEMARKS, LOGOS, ETC.

Brand Partners shall not use the term ForMor, the Company Logo, or name of any of the products, or any other trade names, trademarks, or distinctive phrases or remarks used by the Company, etc., —except as permitted by ForMor Policies and Procedures. For information on obtaining an approved ForMor website, contact ForMor Brand Partner Services Department.

4.31 AUCTION SITES

No Brand Partner may design and/or sell online through auction sites (like eBay, Amazon, Craigslist, Twitter) any product(s) of ForMor except via an approved ForMor Brand Partner replicated website. However, no product(s) may be advertised at a price below the retail price.

4.32 SOCIAL MEDIA

a) As a Brand Partner for ForMor, you are not required to maintain a presence in social media. Should you choose to do so, however, you must adhere to the guidelines and policies set forth by ForMor. These guidelines and policies are designed to ensure the uniformity and professionalism of the ForMor brand, which, in turn, benefits your business. ForMor product(s) may not be advertised at a price below the highest price for a single bottle on www.formor.com. It is your responsibility to safeguard and promote the good reputation of the ForMor brand; to ensure that your marketing efforts contribute to the public interest; and to avoid discourteous, deceptive, misleading, unethical or immoral conduct or practices.

b) ‘Social Media’ and social bookmarking including, but not limited to, blogs, Facebook, MySpace, Twitter, Xing, LinkedIn, Digg, Delicious, Snapchat, Flickr, Buzz Feed and others, may be used by Brand Partners. However, Brand Partners who elect to use ‘Social Media’ must adhere to the requirements set forth in the Policies and Procedures.

c) Brand Partners are encouraged to view, like, comment, and share content provided to you from our corporate Facebook fan page: www.facebook.com/ForMor. However, Brand Partners are prohibited from posting their website link, phone number, or Facebook fan page URL on our corporate ForMor for Life social media pages. Our goal is to keep Facebook and Twitter a friendly environment for all potential retail customers, current retail customers, and Brand Partners. Posting your fan page link or website URL will result in your post being marked as "spam" and could result in losing access to the ForMor for Life fan page.

d) Profiles you generate in any social community where you mention or discuss ForMor, must clearly identify you as an Independent Brand Partner.

e) Brand Partners are not approved to use corporate images or logos on such sites unless found in the Company web site back office downloads. If a link is provided, it must link to your replicated web site or a ForMor approved web site. Any claims made through social network posting must conform to all current corporate provided advertising/marketing material. If requested, you must add ForMor Compliance as a group member.

4.33 DOMAIN NAMES, E-MAIL ADDRESSES AND ONLINE ALIASES

a) You are not allowed to use or register ForMor or any ForMor trademarks, product names, or any derivatives, for any Internet domain name, e-mail address, social networking profiles, or online aliases. Additionally, you cannot use or register domain names, e-mail addresses, and/or online aliases that could cause confusion, or be misleading or deceptive in that they cause individuals to believe or assume the communication is from, or is the property of, ForMor.

Examples of the improper use of ForMor are:

www.ForMorgirl@msn.com;
www.ForMorisgreat.com;
facebook.com/ForMorfan; or

b) ForMor showing up as the sender of an email. If you register any domain or email name that relates to the Company or a Company product, you agree to transfer the name to the Company at your cost of acquisition.

c) If you register any domain or email name that relates to the Company or a Company product, you agree to transfer the name to the Company at your cost of acquisition.

4.34 USE OF THIRD PARTY INTELLECTUAL PROPERTY

If you use the trademarks, trade names, service marks, copyrights, or intellectual property of any third party in any posting, it is your responsibility to ensure that you have received the proper license to use such intellectual property and have paid the appropriate license fee. All third party intellectual property must be properly referenced as the property of the third party, and you must adhere to any restrictions and conditions that the owner of the intellectual property places on the use of its property.

4.35 ADVERTISING TEMPLATES AND APPROVAL

a) You may only advertise or promote your ForMor business using approved tools, templates, ads, or images acquired through your web suite downloads. No approval is necessary to use these approved tools. Any designs or images in your e-office downloads are exclusive property of the Company and are to be used strictly in the format provided. Unauthorized use of these designs and/or the images contained therein is a direct violation of the copyright laws and can lead to prosecution and/or termination of your Brand Partnership.

b) If Independent Brand Partners are creating their own ads or marketing material, these must be submitted to service@formor.com for approval before they may be used. There are exceptional cases in which new ideas for advertising/promotional material will be considered for future projects. A Brand Partner should not anticipate that approval will be granted.

4.36 MEDIA AND MEDIA INQUIRIES

Any inquiries by press or the media, including blogs with 1,000 or more unique visitors per month, are to be referred immediately to service@formor.com. This policy is to assure accuracy and consistent public image.

Additionally, you are not allowed to proactively contact the media or distribute any form of press release that includes information about ForMor, its products, or the opportunity without prior written approval from ForMor.

4.37 INDEPENDENT BRAND PARTNER RELEASE

a) By entering into the Brand Partner Agreement, you authorize ForMor to use your name, testimonials, and/or likeness in ForMor advertising or promotional materials with no remuneration.

b) Additionally, you consent to and authorize the use and reproduction of any photographs taken by or supplied to the Company, and further consent to the use and reproduction of any quotes, testimonials, stories, conversations on social networking media for any print or electronic publicity, marketing or promotional purposes, with no remuneration.

4.38 BLOGGING AND BLOG SITES

You are allowed one external blog to personalize your ForMor business and/or promote the opportunity. If you wish to develop an external blog you must do the following:

a) Submit for approval and register your blog with the ForMor Compliance Department by emailing service@formor.com. Blogs must be approved before going live. Approvals may take 2-4 weeks, depending on content;

b) Adhere to the branding and image usage policies described in this document;

c) Agree to modify your site to comply with current or future policies;

d) Agree to remove all references to ForMor from your registered site within 5 days, in the event of the voluntary or involuntary cancellation or non-renewal of your Independent Brand Partner Agreement;

e) A blog developed on a blogging platform that is developed for the primary purpose of marketing or promoting ForMor products and/or the ForMor opportunity must be registered with the Company Compliance Department.

4.39 BLOG CONTENT

a) You are solely responsible and liable for your own blog content, messaging, claims, and information and must ensure that your blog appropriately represents and enhances the ForMor brand and adheres to company guidelines and policies. Additionally, your blog must not contain disingenuous popup ads or promotions or malicious code. All decisions and corrective actions are at the Company's sole discretion.

b) Independent Brand Partner Image Mandate

To avoid confusion, the following three elements must be prominently displayed at the top of your registered blog:

- 1) The ForMor Independent Brand Partner Logo;
- 2) Your Name and the phrase 'ForMor Independent Brand Partner'; and
- 3) Your Photo.

c) Although ForMor brand themes and images are desirable for consistency, anyone landing on your page needs to clearly understand that they are at an Independent Brand Partner's site and not at the ForMor Corporate site.

d) Blog Must Exclusively Promote ForMor

Your registered external blog must contain content and information that is exclusive to ForMor. You may not advertise other products or services other than the ForMor product line and the ForMor opportunity. Any site or profile you maintain that uses ForMor trademarks must exclusively promote ForMor.

4.40 MARKETING HOTLINKS

When directing readers to your replicated site, the link and surrounding context must expressly demonstrate to a

reasonable reader that the link will be directed to the site of an Independent Brand Partner. Attempts to mislead web traffic into believing they are going to the ForMor corporate site, when in fact they land at an Independent Brand Partner's replicated site, is not allowed. The determination as to what is *misleading* or what constitutes a reasonable reader will be at the Company's sole discretion.

4.41 REMOVING FORMOR REFERENCES IN THE EVENT OF INDEPENDENT BRAND PARTNER TERMINATION

In the event of the non-renewal, the voluntary or involuntary cancellation of your Independent Brand Partner Agreement, you are required to remove all references to ForMor within 5 days. Brand Partners must discontinue using the company name and all of ForMor's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all 'Social Media' sites that you utilize. If you post on any 'Social Media' site on which you have previously identified yourself as a ForMor Independent Brand Partner, you must conspicuously disclose that you are no longer a ForMor Independent Brand Partner.

4.42 BRAND PARTNERS ARE RESPONSIBLE FOR THEIR POSTINGS

Independent Brand Partners are personally responsible for their own postings and all other online activity conducted on behalf of the Brand Partner's business, and which can be traced back to the Company, and will be held fully responsible for any such activities. This applies even if a Brand Partner does not own or operate a blog, website, or social network site. If a Brand Partner posts any comment to any such site that relates to ForMor or which can be traced to the Company, the Brand Partner is responsible for the posting. No claims as to therapeutic or curative properties about the products may be made except those officially approved in writing by the Company or as contained in the official Company literature. In particular, no Brand Partner may make any claim that the Company products are useful in the treatment or cure of any disease. Such statements can be perceived as medical claims. Not only is this against Company policy, but it is also against the laws governed by the United States Food and Drug Administration.

4.43 IDENTIFICATION AS A FORMOR INDEPENDENT BRAND PARTNER

You must disclose your full name on all social media postings and conspicuously identify yourself as an Independent Brand Partner for ForMor. Anonymous postings or use of an alias is prohibited.

4.44 TRUTHFULNESS IN ONLINE POSTINGS

It is your obligation to ensure your postings and other online marketing activities are truthful, are not deceptive and do not mislead customers or prospects in any way. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the ForMor income opportunity, ForMor products and services, or your biographical information and credentials. Websites and web promotion activities and tactics that mislead or are deceptive, regardless of intent, will not be allowed. This may include spam linking (or blog spam), unethical search engine optimization (SEO) tactics, misleading click-through ads (i.e. having the display URL of a PPC campaign appear to link to an official ForMor corporate site when it goes elsewhere), unapproved banner ads, and unauthorized press releases. ForMor will be the sole determinant of truthfulness and whether specific activities are misleading or deceptive.

4.45 RESPECTING PRIVACY

Always respect the privacy of others in your postings. Brand Partners must not engage in gossip or advance rumors about any individual, company, or competitive products or services. Brand Partners may not list the names of other individuals or entities on their postings unless they have the written permission of the individual or entity that is the subject of their posting.

4.46 PROFESSIONALISM

You must ensure that your postings are truthful and accurate. This requires that you fact check all material that you post online. You should also carefully check your postings for spelling, punctuation, and grammatical errors. Use of offensive language is prohibited.

4.47 PROHIBITED POSTINGS

Brand Partners may not make any postings or link to any posting or other material that:

- a) Is sexually explicit, obscene, or pornographic;

- b) Is offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory (whether based on race, ethnicity, creed, religion, gender, sexual orientation, physical disability, or otherwise);
- c) Is graphically violent, including any violent video game images;
- d) Is solicitous of any unlawful behavior;
- e) Engages in personal attacks or that is disparaging on any individual, group, or entity;
- f) Is in violation of any intellectual property rights of the Company or any third party.

4.48 RESPONDING TO NEGATIVE POSTS

- a) Do not converse with one who places a negative post against you, other Brand Partners, or ForMor. Report negative posts to the Company at: service@ForMor.com.
- b) Responding to such negative posts often simply fuels discussions with those who do not hold themselves to the same high standards as ForMor and therefore damages the reputation and goodwill of the Company.

4.49 INTERNET ADVERTISING / AWARENESS GENERATION, ONLINE CLASSIFIEDS

You may not use online classifieds to advertise, list, sell or retail the ForMor product line or opportunity. This includes but is not limited to Craigslist, Kijiji, Facebook, Buy Sell Swap pages or other garage sale type sites or any other online classified websites.

4.50 EBAY / ONLINE AUCTIONS

You may not list or sell ForMor products on eBay or other online auctions, nor may you enlist or allow a third party (Customer) to sell ForMor products on eBay or other online auctions.

4.51 ONLINE RETAILING

- a) Selling or attempting to sell products on Amazon.com or any other website NOT directly linked to the Brand Partners replicating websites by ForMor is prohibited. You may not list or sell ForMor products on any online retail store or e-commerce site, nor may you enlist or allow a third party (Customer) to sell ForMor products on any online retail store or any e-commerce website NOT directly linked to the Brand Partners replicating websites.
- b) However, no product(s) may be advertised at a price below the retail price.
- c) Brand Partners can obtain an approved ForMor Brand Partner replicated web site, to make online retail sales of products, by contacting ForMor Brand Partner Services.

4.52 PROMOTIONS

- a) No ForMor Independent Brand Partner may publicly offer free product, cash or offers to pay for the application and enrollment fee in an effort to enroll Independent Brand Partners. ForMor strongly encourages that all Brand Partners offer products for sale at the Company's Suggested Retail Price.
- b) At no time may a Brand Partner advertise pricing on any Company product below the retail price found at www.ForMor.com.
- c) Brand Partners may not use their accounts to offer Wholesale Pricing to others without signing them up as a Brand Partner.
- d) Brand Partners are prohibited from making any claim that implies an unfair advantage. For example, 'lowest price' and similar ads are not allowed.
- e) Brand Partner organizational promotions which do not involve giving away product, cash or paying for the application and enrollment fee for prospective Brand Partners are exempt from this requirement.

c) The Independent Brand Partner application fee is a non-refundable fee and the information packet contains no commissionable products;

5.2 STOCKPILING DISCOURAGED

The ForMor Rewards Plan is based upon retail sales to the ultimate retail consumer. Since product is available from the Company in less than case lots, all forms of stockpiling are prohibited. It is recognized that Brand Partners may wish to purchase products in reasonable amounts for their personal consumption, retail sales customers and for the support of their personal group. However, ForMor strictly prohibits the purchase of products in unreasonable amounts solely for the purpose of qualifications or advancement in the ForMor Rewards Plan.

5.3 70% RULE

a) In order to qualify for commissions and bonuses Brand Partners shall certify on each wholesale product order placed through the Company that the Brand Partner has sold or consumed, or intends to consume, at least seventy (70) percent of all product(s) purchased at any given time by the Brand Partner from the Company. Each Brand Partner that receives Commissions agrees to retain documentation that demonstrates compliance with this policy, including evidence of retail sales, for a period of at least four (4) years. Brand Partners agree to make this documentation available to the Company at the Company's request. Failure to comply with this requirement constitutes a breach of the contract and agreements between the Brand Partner and the Company. Furthermore, a breach entitles the Company to recover any Commissions for any period of time during which such documentation is not maintained. The Brand Partner must also be aware of the applicable "cooling off" period required in the jurisdiction where he/she is making sale. The Brand Partner must give notice to the purchaser of any "cooling off" requirements in such applicable jurisdiction.

b) Brand Partners placing telephone orders or online orders to the Company are also required to comply with this rule and may be requested by the Company to verify compliance of this rule.

c) For purposes of this rule, a sale may include a purchase for personal or family use.

5.4 "THE COOLING OFF RULE"

The Federal Trade Commission has initiated a regulation to protect consumers entitled "The Cooling Off Rule." This regulation is designed to allow consumers the opportunity to reconsider a purchase from a direct seller. Customers are allowed to cancel the sale within three business days of the purchase for the full purchase price; they do not need to provide a reason for the return. ForMor Brand Partners are responsible to orally disclose this law to customers. They must also provide a sales receipt to the customer, while maintaining a copy for personal records, with written disclosure of this law.

5.5 SALES RECEIPT

Brand Partners shall provide all customers with an official Sales Receipt, which includes the Brand Partner's name, date, address, phone number, a complete list of product(s) sold, their prices, and the "The Cooling Off Rule" or cancellation notice information where applicable. The Sales Receipt shall conform to all local, regional, state, and country requirements. Your local office supply store should have these Sales Receipts available for you to purchase.

5.6 RETAIL SALES

a) We encourage all U.S. Brand Partners to buy products at the Wholesale Price and sell the products at the Suggested Retail Price. Brand Partners should develop new customers and service existing Customers every month. Achieving success as a Brand Partner requires time, effort and commitment. There are no guarantees of commissions, only rewards based upon your productivity. A successful Brand Partner business requires regular and repeated Retail Sales of Products by a Brand Partner. Retail Sales by a Brand Partner's downline organization also contributes to the success of a Brand Partner business. The Company encourages Retail Sales on a monthly basis.

b) In many countries or regions, ForMor operates as a Not For Resale (NFR) opportunity, meaning that its Brand Partners or customers may not resell or retail ForMor product(s) in any fashion. This means that in

certain countries or regions the products that are allowed into a particular country are for Personal Use Only (PUO) and may not be resold. However, people may become Brand Partners or customers, by placing an order using a Brand Partner's website, and may encourage others to do the same. In such instances, Brand Partners or Customers engaging in retailing or reselling ForMor product(s) may be subject to disciplinary actions in keeping with the ForMor Policies and Procedures.

5.7 RETAIL CUSTOMER REFUNDS

ForMor employs a 30-day, "unconditional 100% satisfaction guarantee", to consumable products for its United States Retail Customers only. Retail customers living in the United States may return the unused portion of product to the Brand Partner from whom it was purchased, within thirty (30) calendar days from date of purchase for either a product replacement or a full refund of the purchase price by the Brand Partner. Every Brand Partner is bound by the terms and provisions of their Application and Agreement of Brand Partnership, the Ethical Business Practices Compliance and Enforcement and the Policies and Procedures to honor this guarantee. If a retail customer living in the United States is dissatisfied with any ForMor product for any reason whatsoever, that customer may return the unused portion of product to the Brand Partner from whom it was purchased, within thirty (30) calendar days from date of purchase for either a product replacement or a full refund of the purchase price by the Brand Partner. The Company will replace the returned retail product to the Brand Partner provided the following procedures and conditions are met:

- a) It is the responsibility of each ForMor Brand Partner to refund the entire retail purchase price for consumable products to any retail customer who is not fully satisfied. ForMor will replace the product, but will not refund to any Brand Partner the purchase price of any retail customer returns;
- b) Prior to the return of unused product, the Brand Partner must obtain a Return Authorization Number from the Brand Partner Services Department within ten (10) days of the return date to Brand Partner and prior to returning any product;
- c) The product shall be received by the Company within twenty (20) days of the return date to Brand Partner;
- d) ForMor will promptly replace any product returned to the Brand Partner upon receipt of a Returned Merchandise Authorization Form and return of the empty or unused product container to the ForMor Brand Partner Services Department;
- e) The return shall be accompanied by the following:
 - 1) A signed statement from the retail customer identifying the reason for the return;
 - 2) A copy of the original retail sales receipt;
 - 3) The unused portion of the product is returned in its original container, and
 - 4) The name, address, and telephone number of the retail customer.
- f) Proper shipping carton(s) and packing materials shall be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested;
- g) The Brand Partner will pay the cost of shipping replacement product(s) back to the Company;
- h) ForMor will pay the cost of shipping replacement product(s) back to the Brand Partner.

5.8 SALES TAXES

Generally, products sold by ForMor Brand Partners are subject to sales tax in each state, county, city or province, which levies such a tax. Brand Partners must collect and remit sales tax on each retail sale in accordance with local and state law. It is the Brand Partner's sole responsibility to collect, report, and pay local and state sales tax.

5.9 ORDER POLICIES

a) The ForMor policies regarding the placement of orders are as follows:

If not properly completed, all orders received by mail could be subject to a delay in processing or may be returned. Payment must be enclosed with the order and the ACH bank draft or credit card must be accepted or the order will not be processed.

Unless there are special arrangements announced by ForMor, the order will be credited to the calendar period in which the order, with payment, is received and processed. On all orders, the ordering Brand Partner or customer must be the owner or the authorized signatory of the bank account or credit card being used. Each order may specify only one shipping address.

b) Brand Partners or customers who have had two ACH bank drafts or checks returned “insufficient funds” or “account closed” shall have their ACH bank draft and check writing privileges suspended. A \$30 handling fee will also be charged to the Brand Partner or customer for a returned check.

c) All checks over \$750 will be subject to review and approval prior to shipment of merchandise.

d) All product orders will be shipped via United States Postal Service or other carriers of the Company’s choice, including UPS or FedEx, unless specified by the ordering Brand Partner or customer.

e) Brand Partners or customers who initiate credit card “charge backs” will be considered to have “disputed balances.” The Brand Partner owning the card and the Brand Partner receiving the commission credit on the order in question will have all commissions suspended until the dispute is resolved to ForMor’s satisfaction.

Upline Brand Partners can be held accountable for the processing of “bad business” in their downline organizations. It is the responsibility of the sponsoring Brand Partners to insure that they sponsor reputable Brand Partners into their organizations.

5.10 AUTOSHIP PROGRAM

a) A Brand Partner or retail customer may choose to participate in the AutoShip Program (AS). This helps the Brand Partner and retail customer by ensuring that they always have their desired amount of product(s) shipped at the same time each month, without having to order it. AutoShip helps make sure a Brand Partner is Rewards Plan qualified each month.

b) Upon establishing an AutoShip (AS), the Brand Partner or Customer will receive the AS shipment every month, regardless of the Business Volume ordered by the Brand Partner or customer at other times of any given month, unless canceled by the Brand Partner or Customer.

c) To establish an AutoShip order after original enrollment, the Brand Partner or customer must inform the Company of the amount of product to be shipped each month, the method of payment to be used, and on which day they want their order processed.

d) An AutoShip may be established at the time of application by phone or online.

e) An AutoShip account will be charged on the day the order is processed for shipping.

f) AutoShip orders are processed and shipped on the date selected by the Brand Partner or customer from the 5th through the 25th day of each month.

g) Product Refusal: If a Brand Partner refuses any Product order that is not due to Company error, this refusal is considered grounds to cancel their AutoShip, resulting in loss of Active Brand Partner status.

h) Payment: All payments will be verified with the credit card company prior to processing orders and AutoShip. In the event that authorization is declined, either for insufficient funds or an expired card, ForMor will consider your account as Active and will continue other payment processes to ensure that you receive your product(s) and Commissions, if applicable. Brand Partner Services may attempt to contact the Brand Partner or customer

order is processed by the Company, the Brand Partner or customer shall receive a partial order and the Back Ordered (B/O) item(s) will be shipped as soon as they are available, on a first order in, first order out, basis.

5.18 DAMAGED IN SHIPMENT GOODS

The shipping company is responsible for any damage that occurs after it takes physical custody of the goods. A Brand Partner who receives goods damaged in shipment, should follow this procedure:

- a) Accept delivery;
- b) Before the driver leaves, document on the delivery receipt the number of items and/or boxes that appear to be damaged;
- c) Save the damaged goods or boxes for inspection by the shipping agent;
- d) Make an appointment with the shipping company to have the damaged goods inspected;
- e) File a claim with the shipping company;
- f) Hidden damages found in shipments must be reported to the carrier's local office immediately. Keep the shipment in the original package. The carrier will send a representative to examine it. When contacted by the carrier, ForMor will initiate the proper procedures and follow up to completion;
- g) Before assuming that an order or check is lost, wait a minimum of fifteen (15) working days for mail orders and five (5) working days for telephone or online orders;
- h) Lost shipments on orders (complete or partial) must be reported to ForMor within seven (7) days after estimated time of arrival;
- i) ForMor will not re-ship an order until the carrier's investigation is complete and results in an "unable to locate package" response from the carrier;
- j) NOTE: Any discrepancies regarding a product order must be brought to the attention of ForMor with seven (7) working days of the Brand Partner's or customer's receipt of the shipment in order for resolution to be considered.

5.19 INCORRECT, DEFECTIVE OR DAMAGED PRODUCT RETURNS

(Call Brand Partner Services Department for instructions).

5.20 SHIPPING ADDRESS

Shipment of product(s) or sales aid items may only be made to a physical street address or a Post Office Box.

5.21 SHIPPING CARRIER

ForMor will utilize United States Postal Service, UPS, FedEx or other carriers of the Company's choice for the shipment of all orders.

5.22 SPECIAL HANDLING

Upon request by the Brand Partner or Customer, ForMor may use an alternative means of shipment if such alternate means of shipment meets the Company's standard shipping criteria. The Brand Partner will be charged actual freight cost, plus a special handling fee for alternate means of shipment if approved. Brand Partners must call the ForMor Order Department to request special handling and delivery.

5.23 PRICE CHANGES

The Company reserves the right to make wholesale and suggested retail pricing changes. This would include product price changes, BV changes, marketing material price changes, website price changes, shipping and handling price changes, and any other pricing changes deemed necessary by the Company without prior notification. ForMor will attempt to advise Brand Partners and customers in advance of any ForMor price

changes.

5.24 RETAIL OUTLETS/ESTABLISHMENTS

a) The Company has chosen a Direct Selling business model instead of other possible retail models. The Company therefore encourages its Brand Partners to rely on person-to-person contact and networking to sell product(s) and recruit new customers and Brand Partners. The Company has established Policies and Procedures relative to the sale of Company product(s) in retail establishments. However, no product(s) may be advertised at a price below the retail price.

b) The Company recognizes that some Brand Partners may find that selling products from small retail outlets may be beneficial. Therefore, Brand Partners may sell ForMor products in small, individually owned retail outlets. Retail sales of product(s) are allowed from retail establishment premises only if the owner, proprietor, or manager of that retail outlet is sponsored as a Brand Partner in the Company's program or if the sales are managed by a ForMor Brand Partner. ForMor products may not be sold in department stores, chain or franchised retail outlets, mass merchandising outlets or any retail location with two thousand (2,000) square feet or more of retail space.

c) Brand Partners must obtain written authorization from ForMor prior to selling any ForMor products in a retail outlet and ForMor retains the discretion to restrict its products from being sold in any retail location, which it does not deem acceptable.

d) No Brand Partner shall encourage any Brand Partner or customer in his/her downline organization to resell or retail product(s) in violation with the foregoing restrictions. Such encouragement is grounds for disciplinary action pursuant to these Policies and Procedures. No Brand Partner or customer shall sell Company product(s) for the purpose of resale by others if the manner of that resale violates these Policies and Procedures.

e) Displays/Advertisements in Retail Establishments: The display of Independent Brand Partner information within the premises of a retail establishment is acceptable if it complies with the restrictions in this and other Sections of the Policies and Procedures. It is permissible to incorporate one image of the product(s) per retail establishment, and/or several images of the product(s), into a display for the purpose of advertising. No retail establishment shall display or advertise Company product(s) or opportunity in a manner that is visible from outside of the store.

f) In many countries or regions, ForMor operates as a Not For Resale (NFR) opportunity, meaning that its Brand Partners or customers may not resell or retail ForMor product(s) in any fashion. This means that in certain countries or regions the products that are allowed into a particular country are for Personal Use Only (PUO) and may not be resold. However, people may become Brand Partners or customers, by placing an order using a Brand Partner's website, and may encourage others to do the same. In such instances, Brand Partners or customers engaging in retailing or reselling ForMor product(s) may be subject to disciplinary actions in keeping with the ForMor Policies and Procedures.

5.25 SERVICE ORIENTED AND APPOINTMENT ONLY ESTABLISHMENTS

a) ForMor promotional materials and products may be displayed in the interior of private or restricted access offices, businesses, private associations, fitness clubs and other establishments into which the general public is not allowed except by appointment or membership and in which the primary trade is the sale of professional services, not product(s). However, no product(s) may be advertised at a price below the retail price.

b) It is permissible to take orders for ForMor products in a health spa, health resort, beauty care facility, or similar establishment including a medical or health practitioner's office. ForMor reserves the right to make the final determination as to whether an establishment is a proper place for the sale of products. However, no product(s) may be advertised at a price below the retail price.

5.26 FAIRS, TRADE SHOWS AND MALL EXHIBITIONS

ForMor Brand Partners may promote ForMor products at fairs, trade shows and mall exhibitions provided that the products are not shown or displayed along with any other products that are sold via network marketing. ForMor reserves the right to make the final determination as to whether an establishment is a

proper place for the sale of products. However, no product(s) may be advertised at a price below the retail price.

5.27 BARTER ORGANIZATIONS

No ForMor Brand Partner may promote his/her ForMor Brand Partnership nor the Company's products through any type of barter organization.

5.28 DOCTORS' OFFICES

Doctors may not prescribe ForMor products but may sell them from their offices. However, no product(s) may be advertised at a price below the retail price.

SECTION 6

PRODUCT QUALITY ASSURANCE, BRAND PARTNER RETURN AND REFUND POLICIES

6.1 QUALITY ASSURANCE

ForMor shall replace any product returned within thirty (30) days from date of purchase by the Brand Partner from the Company for reasons of quality assurance. Prior request to the Company is required before an exchange will be made. The Company will replace the returned product provided the following procedures and conditions are met:

- a) Within ten (10) days of receiving the shipment of product(s) from the Company;
- b) Prior to the return of unused product, the Brand Partner must make a verbal replacement request by calling 1-888-270-4794 and speaking with a Brand Partner Services Department, who can issue a Return Merchandise Authorization Number;
- c) The Company will instruct the Brand Partner where to ship the product for inventory and verification. Upon receipt and verification of the product and authorization, the Company will ship replacement product when necessary;
- d) The product shall be received by the Company within ten (10) days from the issuance of the Return Authorization Number from Brand Partner Services Department;
- e) ForMor will promptly replace any product returned to the Company upon receipt of a Returned Merchandise Authorization Form and return of the empty or unused product container to the ForMor Brand Partner Services Department;
- f) The return shall be accompanied by the following:
 - 1) Proof of payment and a copy of the purchase order form or packing slip must accompany this Returned Merchandise Authorization Number;
 - 2) The unused portion of the product is returned in its original container; and
 - 3) The name, address, telephone number and Identification Number of the Brand Partner.
- g) Proper shipping carton(s) and packing materials shall be used in packaging the product(s) being returned for replacement;
- h) The Brand Partner will pay the cost of shipping replacement product(s) back to the Company and the best and most economical means of shipping is suggested;
- i) ForMor will pay the cost of shipping replacement product(s) back to the Brand Partner;
- j) Product returned without prior Returned Merchandise Authorization Number shall be returned to the Brand Partner;

k) NOTE: Any unauthorized product return by a Brand Partner will result in that Brand Partner's Brand Partnership being placed in an "inactive" status pending resolution. Furthermore, there is no assurance that the unauthorized product return shall be considered replaceable by ForMor.

6.2 BRAND PARTNER RESIGNATION RETURN POLICY

a) On "reasonable commercial terms" ForMor will repurchase "currently marketable" inventory in the possession of any Brand Partner that was purchased by the Brand Partner prior to the date the Company received the Brand Partner's notice of voluntary termination. "Reasonable commercial terms" shall include the repurchase of consumable, reusable, marketable inventory, purchased within thirty (30) days of the date the Company received the resignation notice (unless otherwise required by applicable law) at not less than ninety percent (90%) of the Brand Partner's original net cost less appropriate expenses and legal claims, if any. "Currently marketable" inventory refers to product that has been received for repurchase by ForMor which is unopened and within not less than thirty (30) days of the expiration date of the product or products which have not been announced as seasonal, discontinued, or special promotional products. Proper shipping carton(s) and packing material are to be used in packing the product(s) being returned as per Section 6.1 (g). The best and most economical means of shipping is suggested since the cost is borne by the Brand Partner.

b) NOTE: ForMor will not issue a refund for any product previously certified by the Brand Partner, under the 70% Rule, as having been sold or consumed.

6.3 EFFECT OF BRAND PARTNER'S RESIGNATION REGARDING COMMISSIONS/REWARDS ALREADY PAID

Should a Brand Partner terminate his or her Brand Partnership status and, per Section 6.1, return product to ForMor, any commissions and bonuses previously paid to any upline Brand Partner on the repurchased inventory by the Company must be repaid to the Company by the upline Brand Partners who received such Rewards.

SECTION 7 COMMISSIONS

7.1 COMMISSION/REWARDS PAY PERIOD

a) The ForMor Commission/Rewards pay period is on a daily and calendar month basis. All internet and phone orders, Brand Partner and Customer purchases for products and/or services, having been paid in full, must be received at the ForMor corporate office no later than the last business day of the calendar month during normal business hours to be included in that month's commission pay period. Internet orders must be processed before 11:59pm Central Time on the last day of the month to be included in that month's commission pay-period. Month-end commissions will be paid by Direct Deposit to the Brand Partner on the 10th of the following month or the first business day thereafter for qualified commissions earned.

b) Real-time Rewards on orders that occur between 12:00am (Central time) and 11:59pm (Central time) each day are paid by Direct Deposit to qualified Brand Partners. Real-time Rewards will be calculated based on the present state of genealogy at time of calculation and the higher of the current month's qualification or the previous Lifetime Rank achievement provided all qualifications have been met.

7.2 OTHER DEDUCTIONS

ForMor will deduct from all bonus and commission payments issued to a Brand Partner a data processing fee of \$1 USD. There is a \$5 fee to recover commission and re-send via an alternative payment method.

7.3 COMMISSION/REWARDS ISSUES

Any questions or issues concerning month-end commission qualifications should be resolved with the Brand Partner Services Department by the 5th calendar day of the following month. ForMor will not process any returns the last three (3) calendar days of the month. For example, questions about June checks, which are paid in July, must be resolved by the 5th day of July. Once commissions have been paid, no recalculations will take place.

7.4 COMMISSION/REWARDS ELIGIBILITY AND QUALIFICATIONS

a) No commission/reward is ever paid to Brand Partners based upon sponsoring or recruiting Brand Partners without product sales. The only way to earn commissions/rewards is through the sale of products.

b) Brand Partner must be active and in compliance with the Agreement to qualify for commissions/rewards and other incentives. So long as a Brand Partner complies with the terms of the Agreement and meets certain qualifications, ForMor shall pay commissions/rewards and other incentives to such Brand Partner in accordance with the Marketing and Rewards Plan.

c) The minimum amount for which ForMor will issue a payment is \$100USD. If a Brand Partner's rewards and commissions do not equal or exceed the minimum amount, the Company will accrue the rewards and commissions in their Rewards Bank until they reach the minimum amount. Once the amount in your Rewards Bank meets or exceeds the minimum amount, a Direct Deposit can be processed on the next direct deposit run, which occurs once every business day.

d) To be commission qualified for all rewards other than discounts on product, each Brand Partner must have a minimum of 3 bottles of commissionable product in Personal Volume during the calendar month.

f) Any Brand Partner who has less than the required 3 bottles of Personal Volume, as specified in the ForMor Marketing and Rewards Plan, for any pay period, will not receive a commission/reward for any product sales generated through their Marketing Organization for that pay period.

7.5 ADJUSTMENT TO COMMISSIONS/REWARDS FOR RETURNED PRODUCTS AND SERVICES

a) Brand Partners receive commissions/rewards based on the actual sales of products to end consumers. When a product is returned to ForMor for a refund or is repurchased by the Company, the commissions/rewards attributable to the returned or repurchased product(s) will create a charge-back and will be deducted, in the month in which the refund is given or will be withheld from any commission/reward or other amount owed by the Company. Deductions will continue every pay period thereafter until the commission/reward is recovered from the Brand Partners who received commissions/rewards on the sales of the refunded goods.

b) ForMor will not process any returns the last three (3) calendar days of the month.

7.6 ADHERENCE TO THE MARKETING AND REWARDS PLAN

Brand Partners must adhere to the terms of the ForMor Marketing and Rewards Plan as set forth in official ForMor literature. Brand Partners shall not offer the ForMor opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official ForMor literature. Brand Partners shall not require or encourage other current or prospective Brand Partners or customers to participate in ForMor in any manner that varies from the program as set forth in official ForMor literature. Brand Partners shall not require or encourage other current or prospective customers or Brand Partners to execute any agreement or contract other than official ForMor Brand Partner Agreement in order to become a ForMor Brand Partner. Similarly, Brand Partners shall not require or encourage other current or prospective customers or Brand Partners to make any purchase from, or payment to, any individual or other entity to participate in the ForMor Marketing and Rewards Plan other than those purchases or payments identified as recommended or required in official ForMor literature.

7.7 PRESENTATION OF THE ForMor OPPORTUNITY

In presenting the ForMor opportunity to potential customers and Brand Partners, an independent Brand Partner is required to comply and agrees to comply with the following provisions:

a) A Brand Partner shall not misquote or omit any significant material fact about the Rewards plan;

b) A Brand Partner shall make it clear that the Rewards plan is based upon sales of ForMor products;

c) A Brand Partner shall make it clear that success can be achieved only through substantial independent efforts. Each Brand Partner is solely responsible for the development and success of his/her independent Brand Partner business. Each Brand Partner will determine the amount of time, energy and efforts given to his/her independent

Brand Partner business;

d) A Brand Partner shall not make unauthorized income projections, claims, or guarantees while presenting the ForMor opportunity or Rewards Plan to prospective independent Brand Partners or customers;

e) A Brand Partner may not make any claims regarding any products or services offered by ForMor, except those contained on the official ForMor website;

f) A Brand Partner when discussing or promoting ForMor products may make only those representations found on the official ForMor website. You may also state that the product(s) are safe when used as directed on the product(s) label(s). You may not state that any ForMor product(s) has been authorized by the U.S. Food and Drug Administration;

g) A Brand Partner shall not make statements suggesting that ForMor product(s) can be used to treat or remedy any illness, disease or medical condition.

7.8 INCENTIVE TRIPS, AWARDS, AND GETAWAYS

a) From time to time, the Company may award incentive programs in the form of trips, awards or ‘getaway trips.’ These awards or trips are based on a Brand Partner’s individual performance. The Company rewards the Brand Partner(s) whose name appears on the original application of the Brand Partnership, which has qualified for the applicable award. Trip substitutions will not be made. No payment or credit will be given to those who cannot or who choose not to travel. Trip qualifiers may not defer their incentive trip, award or getaway toward future trips. Children on trips may be allowed, at the Brand Partner’s expense, if approved by the Company.

b) Although the Company may pay the cost of such “get-away trips,” the Brand Partner, as an independent contractor, agrees to indemnify and hold harmless the Company for any injuries sustained in association with the trip by the Brand Partner and/ or their guests. The Brand Partner cannot make claim upon, or rely upon, any insurance policy of the Company to cover the costs and expenses of any injuries to the Brand Partner and/or the Brand Partner’s guests.

c) The Company is required by law to include the fair market value of any incentive awards, trips, etc. on the end of the year tax report (1099 and/or other applicable form). The Brand Partner is liable for applicable taxes and agrees to hold the Company harmless from claims of tax liability relating to these incentive programs.

d) If it is discovered that the Brand Partner has made any misrepresentations or has violated any of these Policies and Procedures in becoming eligible for these incentives, the Company has the right to charge back the costs incurred by the Company relative to these incentives.

e) The Company has a specific set of Policies and Procedures for International Brand Partners and the trips, awards and getaways may be slightly altered in countries outside the United States dependent upon local requirements. Promotional and incentive contests and programs may provide a dollar value for the prize or program rather than the actual prize itself. In addition, the dollar value for such a prize may be capped at a specific level for International Residents. Company reserves the right to limit the amount to a specific dollar amount.

7.9 CHANGE OF ADDRESS NOTIFICATION

A Brand Partner requiring a change in his/her record (address, telephone number, etc.) must send a signed letter to the ForMor Brand Partner Services Department requesting the change, telephone the Brand Partner Services Department, properly identifying himself/herself through the security procedure then in place to effect a change in permanent record, or make the change via the Brand Partner Service section of www.formor.com.

SECTION 8 MISCELLANEOUS GENERAL PROVISIONS

8.1 RECORD KEEPING

For practical, personal, and business purposes, the Company encourages all Brand Partners to keep complete and accurate records of all their business transactions.

8.2 BUSINESS INSURANCE COVERAGE

For practical, personal, and business purposes, the Company encourages all Brand Partners to consider insurance coverage for their business. A typical homeowner's insurance policy does not cover business related injuries, or the theft of or damage to inventory or business equipment. Brand Partners may want to contact and consult with their insurance professional.

8.3 NON-SOLICITATION

As an inducement for the Company to enter into this Agreement and in consideration of the mutual covenants contained herein, Brand Partners shall not, directly or indirectly, on his or her own behalf or on the behalf of any other person or entity, solicit, induce or hire any Brand Partner, employee, customer, supplier, consultant, vendor or sub-contractor of the Company.

8.4 GOVERNMENTAL ENDORSEMENT

Federal, state, and local regulatory agencies do not endorse direct selling programs. Therefore, ForMor Brand Partners shall not represent or imply, directly or indirectly, that the ForMor plan and program has been approved or endorsed by any governmental agency.

8.5 PRODUCT LIABILITY INSURANCE

ForMor carries product liability insurance, which protects both the Company and each active Brand Partner of record. The insurance coverage applies only to those uses and purposes specifically set forth on the product label or in official company literature. Any Brand Partner who misrepresents the product or makes claims other than those set forth on the labels or in official company literature, is not only depriving his/her Brand Partnership of the protection the product liability insurance provides, but he or she is also placing his/her Brand Partnership status in jeopardy of being terminated.

8.6 AMENDMENTS

ForMor reserves the right to amend the Policies and Procedures set forth herein, its Terms and Conditions, its Product Wholesale Price List, its Suggested Retail Price List, its product availability and formulation, and its Rewards Plan, at any time it deems appropriate. Amendments will be announced to all Brand Partners through official ForMor publications and/or communications. Amendments are effective and binding on all Brand Partners as of the date of issuance, unless otherwise stated. The continuation of a Brand Partner's ForMor business or a Brand Partner's acceptance of commissions or bonuses constitutes acceptance of any and all amendments.

8.7 NON-WAIVER PROVISION

No failure of ForMor to exercise any power or remedy under these Policies and Procedures or to insist upon strict compliance by a Brand Partner with any obligation or provision herein, and no custom or practice of the parties at variance with these Policies and Procedures, shall constitute a waiver of the Company's right to demand exact compliance with these Policies and Procedures or to exercise any additional remedy available in law or in equity. Waiver by ForMor can be affected only in writing by an authorized officer of the Company. The Company's waiver of any particular default by a Brand Partner shall not affect or impair the Company's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other Brand Partner. Nor shall any delay or omission by ForMor to exercise any right arising from default affect or impair the Company's rights as to that or any subsequent default.

8.8 JURISDICTION AND VENUE

Each and every Brand Partner and ForMor expressly agrees that these Policies and Procedures and the Brand Partner Application and Agreement of Brand Partnership shall be governed by and construed in accordance with the laws of the State of Arkansas. Any legal action involving ForMor, these Policies and Procedures and/or any ForMor Brand Partner Application and Agreement shall be proper only in the courts located in Arkansas, and no other court shall have jurisdiction, unless otherwise subject to arbitration pursuant to Section 3.22.

8.9 ENTIRE AGREEMENT

The Brand Partner Application and Agreement Form or its online equivalent, the Terms and Conditions, the Policies and Procedures (as may be modified from time to time), Rewards Plan, and all forms and applications mentioned herein are incorporated into the Brand Partner Application and Agreement of Brand Partnership and constitute the entire agreement of the parties.

8.10 PARTIAL INVALIDITY

Should any portion of these Policies and Procedures, the Brand Partner Application and Agreement Form, or of any other instruments referred to herein or issued by the Company be declared invalid by a court of competent jurisdiction, the balance as such Policies and Procedures, applications, or instruments shall remain in full force and effect.

8.11 REMEDIES

The rights and remedies of ForMor, set forth herein shall be in addition to and not in lieu of any other right or remedy now and hereafter provided in law or in equity and shall continue after termination of a Brand Partner's Brand Partnership. The rights and remedies shall be cumulative and not exclusive of any other.

8.12 INJUNCTIVE RELIEF

Each Brand Partner agrees that the remedy at law for any breach of any provision of the Policies and Procedures shall be inadequate, and that, in addition to any other remedies it may have, ForMor shall be entitled, without necessity of proving actual damages, to temporary and permanent injunctive relief to prevent the breach of any provisions of the Policies and Procedures.

8.13 LEGAL CONSTRUCTION

In case any one or more of the provisions of the Policies and Procedures shall for any reason to be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provision thereof, and the Policies and Procedures shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION 9

ETHICAL BUSINESS PRACTICES, COMPLIANCE, REPORTING POLICY VIOLATIONS AND ENFORCEMENT

9.1 INTEGRITY

The reputation and character of the Company is built on a foundation of integrity. All ForMor Brand Partners must abide by the terms, conditions, and provisions of their Brand Partner Application and Agreement and these Policies and Procedures. It is recognized that at times, a Brand Partner may unknowingly violate the rules. Should that happen, it is then the responsibility of any Brand Partner who has learned or found that a violation has occurred, to take the initiative to act by following the rules and enforcement procedures recommended below:

9.2 STEP 1

Upon learning of a potential violation, the Brand Partner who has learned or found that a violation has occurred should inform the violating Brand Partner of the specific Policies and Procedures, which have been violated and discuss the matter with the Brand Partner in a friendly manner. Most violations are due to a lack of understanding and a discussion usually settles the matter. If the rules-violating Brand Partner understands the matter and agrees to comply, then it is not necessary to inform ForMor Brand Partner Services Department of the violation. However, the Brand Partner who has had to point out the violation should always ensure that the upline Sponsor of the rules-violating Brand Partner is aware of what has occurred. If the violation has anything to do with a crossline Brand Partner, the Brand Partner Service Department should be informed immediately.

9.3 STEP 2

Should a rules-violating Brand Partner show, by word or deed, an unwillingness or refusal to cooperate, then the Brand Partner who has learned or found that a violation has occurred, is required to send a letter to the Brand Partner Services Department, stating the nature of the complaint, the Policies and Procedures violated, the names, addresses, and telephone numbers of the Brand Partner(s) involved, dates, times, places, and any other

pertinent information. The letter must be signed by the Brand Partner(s) reporting the violation. Anonymous complaints are unacceptable and will not be acted upon by the Company. After the violation's notice letter has been mailed to the Company, the reporting Brand Partner(s) should maintain contact with the violating Brand Partner(s) and report to the Brand Partner Services Department any changes in the situation. The utmost care must be taken to ensure that the complaint is accurate and truthful. Knowingly making a false complaint is in itself a violation of the spirit governing the Policies and Procedures, including Section 9.1.

9.4 STEP 3

When a Brand Partner has a grievance or complaint with another Brand Partner regarding any practice or conduct in relationship to their respective ForMor businesses, the complaining Brand Partner should report, in writing, to the Compliance Department at the Company. When the Company receives a rules violation complaint, it will be handled according to the procedures set forth in the Policies and Procedures. Although ForMor holds the primary responsibility for enforcement of the Ethical Business Practices and the Policies and Procedures, occasionally, the sponsor and/or the upline sponsors of the Brand Partner in violation may be called upon to implement and enforce the decisions rendered.

9.5 DISCIPLINARY SANCTIONS

Violation of the Agreement, these Policies, or any illegal, fraudulent, deceptive or unethical business conduct by a Brand Partner may result, at ForMor's discretion, in one or more of the following corrective measures:

- a) Issuance of a verbal or written warning; or
- b) Requiring the Brand Partner to take immediate corrective measures;
- c) Loss of privileges, including but not limited to loss of web site privileges;
- d) Loss of rights to one or more bonus and commission payments;
- e) ForMor may withhold from a Brand Partner all or part of the Brand Partner's bonuses and commissions during the period that ForMor is investigating any conduct that allegedly violates the Agreement. If a Brand Partner's business is canceled for disciplinary reasons, the Brand Partner will not be entitled to recover any commissions or bonuses withheld during the investigation period;
- f) Suspension of the individual's Brand Partner Agreement for one or more pay periods;
- g) Involuntary cancellation of the offender's Brand Partner Agreement;
- h) Any other measure expressly allowed within any provision of the Agreement or which ForMor deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Brand Partner's Policy violation or contractual breach; and/or
- i) In situations deemed appropriate by ForMor, the Company may institute legal proceedings for monetary and/or equitable relief.

SECTION 10 BEFORE AND AFTER PICTURES

10.1 ForMor recommends using corporate approved before and after photographs located on the ForMor Corporate Facebook page and in your back office. These before and after photos are preapproved for use and have the proper disclaimers attached.

10.2 In the event that you don't use the Company before and after photographs, use of other before and after photos for Facebook and like social media purposes must either be your own personal images or you must have written permission to use the images from the person in the image. Upon request, this written permission must be provided to ForMor Compliance and should state:

I expressly consent for [insert Brand Partner name] to use my before and after pictures for advertising and

marketing purposes. I understand and agree that these pictures will be public, posted on the Company web site, posted on social media sites and likely will be re-posted. Signed, _____.

10.3 If you do not have personal written permission, you cannot post (or re-post) a picture on Facebook or other social media. All before and after photos must meet company branding standards and may not include nudity, or inappropriate content that might be considered obscene or offensive to others. Pictures must be actual images (no photo shopping or other alterations allowed) and should include the time span between the photos.

The before and after photographs must contain this disclaimer:

“Individual results can and will vary. These testimonials are not necessarily representative of all those who use our products. All participants giving testimonials utilized the ForMor system that incorporates the ForMor dietary supplements, physical activity, and a reasonable diet. These testimonials are not intended to make claims that these products can be used to diagnose, treat, cure, mitigate or prevent any disease. These claims have not been clinically proven or evaluated by the FDA.”

10.4 We encourage Brand Partners and customers to tell us how ForMor has changed their lives by submitting photos and stories for possible future use in Company marketing materials. By entering into the Brand Partner Agreement, you authorize ForMor to use your name, testimonials, and/or likeness in ForMor advertising or promotional materials with no remuneration.

The person in the photo will need to email: testimonials@ForMor.com, and include the following information:

- 1) The original photos
- 2) The time span between the photos
- 3) The products used
- 4) A line in the email stating “I [insert name] give ForMor full permission to use this story/these pictures for marketing purposes with no remuneration.”

SECTION 11 INTERNATIONAL BRAND PARTNERS AND MARKETING

11.1 INTERNATIONAL POLICIES AND PROCEDURES-ADDENDA

This Section is written specifically for International Residents that want to become Brand Partners of the Company. An International Resident is defined for purposes of this Section as any individual who is residing outside of the United States, its territories and its possessions.

11.2 INTERNATIONAL RESIDENTS ACCEPTANCE OF THIS SECTION

It is the responsibility of each International Resident to be aware of and comply with applicable portions of this Section.

11.3 US LAWS AND REGULATIONS

All contracts, agreements and sales of the Company products are provided to International Residents under United States (U.S.) Laws and Regulations, with acceptance of contracts and sales of goods occurring at the Company office in the U.S. unless otherwise specified.

11.4 CURRENCY USED FOR PRICING AND COMMISSIONS

Whenever prices, commissions, bonuses, or fees of any type are stated in the Company literature, forms or on any Company web site, the currency stated is always in US DOLLARS (USD) unless specifically stated otherwise with the official currency abbreviation following the value.

11.5 BRAND PARTNER APPLICATIONS

Applications will only be accepted for Personal Use Only (PUO). Brand Partners must use true and accurate information related to identity and residence on applications. In addition, a completed and current US IRS W-8BEN form is required to be on file with the Company to receive commission and bonus payments.

11.6 BRAND PARTNER BENEFITS

Brand Partner Benefits may be slightly altered dependent upon local requirements. Promotional and incentive contests and programs may provide a dollar value for the prize or program rather than the actual prize itself. In addition, the dollar value for such a prize may be capped at a specific level for International Residents. For example, Company may offer a free trip to the Company Office as part of a sales incentive program. Company reserves the right to limit the amount to a specific dollar amount such as: \$500USD.

11.7 NOT FOR RESALE AND PERSONAL USE ONLY PROGRAMS

a) Not For Resale (NFR) is a term used in certain locales and means that products allowed into a particular country are for Personal Use Only (PUO) and may not be resold. The amount of product that can be imported is limited in nature, based on household use for a short time period. The amounts will differ from country to country. Where Not For Resale programs are implemented by the Company for that specific country, such as Canada and Australia, NO further selling of purchased products is allowed.

b) An exception is made for countries when a product is officially registered and approved by that specific country government officials. The registration and approval process will only be done by authorized Company officials. Brand Partners are not allowed to communicate with any government officials concerning the registration and approval of products without the written consent from the company. Registration and approval fees and time for the registration and approval process vary from country to country.

c) The Company may also limit the quantities purchased to a reasonable amount for Personal Use Only (PUO) by the customer or Brand Partner and their family. All customers and Brand Partners MUST be referred to the Company for direct purchase of products or application to become a customer or Brand Partner and shipment of product and supply of product will come directly from the Company.

d) Such customer and Brand Partner referral sales will be credited to a qualified Independent Brand Partner. Brand Partners will receive the appropriate credit for all sales as if they had made the sale directly.

e) Brand Partners are responsible for all import fees, duty, custom fees and taxes.

11.8 CUSTOMS AND PRODUCT SHIPMENTS

Brand Partners accept full responsibility for product orders shipped outside the United States. Due to circumstances outside of Company control, some international orders get stopped by Customs agencies outside the United States.

11.9 DISCLAIMER FOR SHIPMENTS TO FOREIGN COUNTRIES

a) Brand Partners are responsible for paying any and all customs tariffs, fees, taxes, duties, VAT or other regulation fees that may apply to importing Products, for Personal Use Only (PUO), in countries outside the United States.

b) The Company cannot be responsible for any customs restrictions, tariffs, fees, taxes, duty, VAT or other regulations that may apply in countries outside the United States. If you have any questions, we encourage you to speak with your customs office, although we will ship any products you order, once the Product, shipping and handling fees are paid for, to the address you provide. The products will be paid for in advance and the method of shipment will be selected by the Brand Partner from carrier choices posted on the ordering website.

c) The laws are different in every country and they change often. Brand Partners accept the responsibility to check with their country's customs office to see if their country allows the shipment of products you ordered and shipped to your country. ForMor accepts no responsibility for products stopped by Customs.

d) ForMor will ship the products as ordered to the address provided by the Brand Partner. If for whatever reason the package is seized by Customs Officials, ForMor will not issue a refund unless all products are returned in their original condition. Also, any such refunds are for product cost only, no refunds are given for any shipping and handling charges, including and shipping fees for the product to be returned to the company.

e) International Brand Partners ordering from the Company website are stating that they agree to the above paragraphs, rules, guidelines, Rewards Plan, and Policy and Procedures that apply to all Product orders outside

the United States.

11.10 MY SHIPMENT WAS SEIZED BY CUSTOMS

a) International Brand Partners understand that if any shipment, for any reason, is held by the Customs Officials or Customs Agency in their country, there is no guarantee of notice from them. Also, the Customs Agency may or may not return the shipment to the Company. If a shipment IS returned, there may be a return shipping fee, which will not be refunded by the ForMor. Once the shipment is received back by the Company, we will attempt to contact the Brand Partner and refund the cost of the product(s), minus any shipping and handling fees to and from to the United States.

b) International Brand Partners understand that if any shipment, seized by Customs, is NOT returned to the Company or, if it is destroyed, no refunds or reshipment of the products will be made by the Company.

11.11 INCOME TAXES

International Brand Partners are responsible for reporting their income and paying their own income taxes in the country where they claim residence. It is required to maintain a current US IRS W-8BEN on file with the Company to receive commissions and bonuses. With such a W-8BEN form on file, commissions and bonuses will be paid without U.S. tax withholding.

11.12 COMMISSION AND BONUS QUALIFICATIONS

The Company reserves the right to increase the minimum amount of commissions and bonuses to issue payment for International Residents. Payment may be in the form of debit card or electronic payment. Please consult your specific country business operations plan for details.

11.13 OTHER DEDUCTIONS

The payment processing fee (if charged by the Company) may be applicable for payment by debit card or electronic payment. There may be additional fees from other independent processing companies or banks to receive funds in local currency or withdraw funds from ATM machines.

11.14 PRODUCT RETURNS FROM INTERNATIONAL RESIDENTS

Return policies may be different for each individual country and will be publicized for that specific country when the country is opened. The U.S. return and refund policies are not applicable unless specifically authorized by the Company for your country of residence. All prepaid local duties, taxes, fees, and shipping will be deducted from any return when an International Resident is making the return of the product for a cash refund directly from the Company. All returns require proper pre-authorization from the Company and a completed Return Merchandise Authorization form. Instructions will be given for the return product on an individual basis.

11.15 PAYMENT POLICY FOR INTERNATIONAL RESIDENTS

Acceptable payment for each country may be different based on the business plan for that country. However, in general credit cards will be accepted for purchases where possible, based on the Company merchant bank approvals. All purchases on credit cards processed in the U.S. shall be in U.S. currency. Where credit cards are not used, alternate methods of payment will be explained for the specific country.