COMPANY POLICIES AND THE CODE OF PROFESSIONAL CONDUCT

Effective as of May 2020

TABLE OF CONTENTS PAGE

1. Introduction....1
2. Definitions....4
3. Warranty, Guarantee, Product Return and Buy Backs....9
4. Bonus Structure/Marketing Plan....13
5. Manager Status and Qualifications....18
6. Leadership Bonus (LB)....20
7. Additional Incentives....21
8. Manager and Beyond Awards....22
9. Gem Bonus....27
10. Earned Incentive Program (Forever2Drive)....28
11. Chairman's Bonus....30
12. FLP Global Rally....34
13. Ordering Procedures....37
14. Re-sponsoring Policies....40
15. International Sponsoring Policies....42
16. Prohibited Activities....43
17. Company Policies....47
18. Legal....53
19. Restrictive Covenants....57
20. Confidential Information and Nondisclosure Agreement....59
21. The Code of Professional Conduct....61

1 Introduction

1.01 (a) (i) Forever Living Products (FLP) is an international family of companies that produce and market exclusive health and beauty products throughout the world through its unique concept that encourages and supports the use and retail sales of its products through independent Forever Business Owners (FBO). FLP provides each FBO with the best quality products, support staff and marketing plan in the industry. The affiliated companies and their products provide an opportunity for both consumer and FBOs to improve the quality of their lives from use of FLP products, and equal access to success to anyone willing to properly work the program. Unlike most business opportunities, there is little financial risk to FLP's participants, since no minimum capital investment is required, and the Company provides a liberal buy back policy.

(ii) Forever Living Imports (India) Private Limited (which is referred to in this manual as "Company") is a company incorporated under the Companies Act, 1956 and has its registered office in Mumbai, India. The Company has been appointed as the nationwide distributor of the internationally known global products ("FLP products") of Aloe Vera of America, Inc. ("AVA") for India and imports these products from AVA into India. The Company will sell the FLP products either directly or through its designated distributor ("Designated Distributor"). However, all other responsibilities, including disbursement of bonuses would be undertaken by the Company. The Company or the Designated Distributor will sell the FLP products to the Forever Business Owners at prices recommended in accordance with Forever Living's Marketing Plan ("FLP Marketing Plan") and shall not exceed the maximum retail price of the FLP Products.

(b) Our company does not represent that a Forever Business Owner will achieve financial success without working or by relying solely on the efforts of others. Compensation in FLP is based upon the sale of its products. Each FBO is an independent contractor whose success or failure depends on personal effort.

(c) FLP has a long history of success. The fundamental

goal of the Forever Living Marketing Plan is to promote the sale and use of high quality products to consumers. The primary purpose of the FBO is to promote the sale and use of these products to consumers, directly and by building a sales organization.

(d) The Forever Business Owner regardless of his/her level in the FLP Marketing Plan is encouraged to make retail sales each month and to keep records of such sales. With reference to the Direct Selling Guidelines 2016, clause 5.5, a direct seller shall keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable law.

(e) A successful Forever Business Owner gains current knowledge of the market by attending training meetings, maintaining personal retail customers, and sponsoring other FBO¬s to sell to retail customers.

(f) The Forever Business Owner who has questions or needs clarification should contact his/her sponsor and upline managers or the Country Head Office Staff at admin@flpindia.net or flpindia@flpindia.net.

1.02 (a) Company Policies and the Code of Professional Conduct have been implemented to provide restrictions, rules and regulations for proper sales and marketing procedures and to prevent improper, abusive or illegal acts. Such Company Policies and the Code of Professional Conduct are revised, modified and added to, from time to time and periodic updates are printed in the monthly newsletter issued by the Company with their effective dates. Revisions, modifications or amendments to the Company Policies and the Code of Professional Conduct shall be published on the FLP Company website at www.foreverliving.com and shall become effective 30 days after publication.

(b) Each Forever Business Owner has an obligation to become familiar with the Company Policies and the Code of Professional Conduct in existence at the time of enrollment and as revised, modified or amended by the Company.

(c) Each Forever Business Owner, upon signing the FBO Application Form, whether in physical forms with pre-printed ID numbers or printed from the official online registration site, agrees to abide by the Company Policies and the Code of Professional Conduct. Language therein specifically refers to the FBO's contractual commitment to follow the Company Policies and the Code of Professional

Conduct. The placing of orders for product with the Company or the Designated Distributor is a reaffirmation of such commitment to abide by the Company Policies and the Code of Professional Conduct. (Refer to 17.01a for FBO Application Process). Any acts or lack of action, which results in a misuse, misrepresentation or violation of the Company Policies and/or the Code of Professional Conduct, may cause termination of the license granted to use FLP's registered trademarks, service marks, and other marks, including the right to buy and distribute FLP products.

(d) Notwithstanding the foregoing, any revision, modification, amendment to, or termination of (a) the Dispute Resolution/Waiver of Jury Trial agreement contained in these Company Policies and the Code of Professional Conduct (Section 18.01) and/or (b) the agreements contained in the Dispute Resolution Policy referenced therein and available on FLP's Company website: www.foreverliving.com, shall not apply to a dispute of which the Company has actual notice of prior to the effective date of any such revision, modification, amendment or termination. The effective date of any such revision, modification, amendment or termination shall be 30 days after the revision, modification, amendment or termination is posted or from the effective date, as applicable.

A Forever Business Owner, upon joining the company becomes as Direct Seller of the Company, as per the definition prescribed under the Direct Selling Guidelines 2016 – clause 1.4 "Direct Seller" means a person appointed or authorized, directly or indirectly, by a Direct Selling Entity through a legally enforceable written contract to undertake direct selling business on principal to principal basis.

For the purpose of the above definition with reference to the Direct Selling Guidelines 2016, clause 1.7, a "Direct Selling Entity" refers to the company which sells, or offers to sell goods or services through a direct seller.

2 Definitions

Adjusted Wholesale Price: The Wholesale Price less the applicable Personal Discount, based on current sales level achievement, at which the products are sold to an FBO who is Wholesale Qualified.

Accredited Sales: Sales activity as reflected by the Case Credits of orders placed with the Company or the Designated Distributor of the Company.

Active Sales Leader: A Sales Leader who has 4 or more Active Case Credits in his/her Home Country during a calendar month, at least one of which is a Personal Case Credit. The Active status of a Sales Leader is established each month, and is part of the qualification requirement to receive Volume and Leadership Bonuses, Gem Bonus, Earned Incentive payments, Eagle Manager status, Rally expenses and Chairman's Bonus.

Bonus Recap Price (BRP): The price (not including taxes) at which all bonuses are calculated.

Bonus: A payment from the Company to a Wholesale Qualified Forever Business Owner.

(a) **Personal Bonus (PB) :** A payment to a Wholesale Qualified FBO of 5-18% of the BRP of his/her Personal Accredited Sales.

(b) **Forever Preferred Customer Bonus (PCB):** A cash payment to a Wholesale Qualified FBO of 5-18% of the BRP of the purchases of his/her personally-sponsored Forever Preferred Customers until that personally-sponsored Forever Preferred Customer becomes a Wholesale Qualified FBO.

(c) **Volume Bonus (VB):** A cash payment to a qualifying Active Sales Leader of 3-13% of the BRP of the Personal Accredited Sales of a downline FBO who is not under an Active downline Manager.

(d) **Leadership Bonus (LB):** A cash payment to a qualifying Active Manager of 2-6% of the BRP of the Personal Accredited Sales of his/her downline Managers and the FBOs under those downline Managers.

Business Entity Distributorship: A Forever Business which has been assigned to a business entity.

Case Credit (CC): A value assigned to each product to calculate sales activity to determine advancements, bonuses, awards and earned incentives for the Forever Business Owner as set forth in the Forever Living Marketing Plan. One Case Credit is awarded for each Rupees Ten Thousand Five Hundred approximately

(Rs 10,500) wholesale of sales activity as reflected by product purchased from the Company or its Designated Distributor. All Case Credits are calculated on a Month by Month basis.

(a) **Active Case Credits:** Personal Case Credits plus Forever Preferred Customer Case Credits. These determine a Sales Leader's Active status each Month.

(b) **Leadership Case Credits:** Case Credits awarded to an Active LB Qualified Manager calculated at 40%, 20%, or 10% of the Personal and Non-Manager Case Credits of his/her 1st, 2nd or 3rd generation LB Qualified Managers, respectively.

(c) **Forever Preferred Customer Case Credits:** Case Credits as reflected by the purchases of a personally-sponsored Forever Preferred Customer until he/she becomes an Assistant Supervisor.

(d) **Non-Manager Case Credits:** Case Credits as reflected by the Personal Accredited Sales of a downline Forever Business Owner who is not under a downline Manager.

(e) **Pass-Thru Case Credits:** Case Credits as reflected by the Personal Accredited Sales of a downline Non-Manager that pass through an Inactive Manager. These are not counted as Non-Manager Case Credits toward the qualification of any incentives; however, they are counted as part of Manager's Total Case Credits.

(f) **Personal Case Credits:** Case Credits as reflected by the Forever Business Owner's Personal Accredited Sales.

(g) **Total Case Credits:** The sum total of all the Forever Business Owner's various case credits.

(h) **NEW Case Credits**: The Case Credits generated by a Manager's personally-sponsored FBO lines for 12 processing months after being sponsored (including the month in which that FBO line was sponsored), or until that FBO line achieves Manager, whichever occurs first.

Domestic: Pertaining to the Forever Business Owner's Home Country.

Downline: All Forever Business Owners sponsored under an FBO, regardless of how many generations down.

Eagle Manager: A Manager who has achieved Eagle Manager status (see 8.04)

Earned Incentive (Forever2Drive): An incentive program that pays the qualifying Forever Business Owner an extra payment for a period of 36 months. (see 10.01)

Earned Trip: A travel award for two persons, presented to the Forever Business Owner who achieves any of various marketing plan incentive programs.

Forever Business Owner ("FBO"): *With effect from 14th February 2015, the term 'Distributor' be replaced with the term 'Forever Business Owner' (FBO), for the purpose of legal as well as contractual requisites and for all references made towards individuals operating independent business with the Forever Living Marketing Plan. The term Forever Business Owner (FBO) has come in force for all prior contractually binding clauses in the company policy as well as the Distributor Application Forms signed by the individual as a 'Distributor'. All other obligations to this reference will remain the same.*

Any Indian resident, 18 years of age or older, whose name appears on a Forever Business Owner Application that has been accepted by the Company, having purchased 2 Case Credits within two consecutive months in any single Operating Company, is Wholesale Qualified (purchase products at the wholesale price) to receive a 30% discount from retail; and also qualifies for a personal bonus from 5% to 18% of retail, for personal purchases, depending on his/her level within the Forever Marketing Plan. Wholesale qualified Forever Business Owners purchase products directly from the Company or the Designated Distributor at prices not exceeding the published wholesale price + taxes recommended by the Company in accordance with the FLP Marketing Plan. The term "Forever Business" shall be construed in light of the definition of 'Forever Business Owner' contained in this section.

Gem Manager: A Manager who has developed at least 9, 1st Generation Sponsored Recognized Managers.

Home Country: The country in which the Forever Business Owner nominates and resides for a majority of time. It is in this country that the FBO must qualify to receive his/her Activity Waiver for all other FLP countries.

Incentive Shares: The total case credits generated, in accordance with the Chairman's Bonus rules that are used to determine the Forever Business Owner's share of the bonus pool.

Inherited Manager: (see 5.04)

Leadership Bonus (LB) Qualified: A Recognized Manager who has qualified to receive Leadership Bonus for the Month. (see 6.02)

Month: A calendar month (i.e., Jan 1 through Jan 31).

Maximum Retail Price (MRP): Maximum Retail Price is the maximum price (including taxes) at which the product can be sold by an FBO to the retail customer.

Forever Preferred Customer: One whose application has been accepted by the Company, entitling him /her to the **Forever Preferred** Customer Price of 15% discount from Bonus Recap

Price and who has not yet purchased, within any two consecutive months, 2 Case Credits worth of product making them Wholesale Qualified.

(With effect from 1st April 2015, the term 'New Distributor' was replaced with the term 'Novus Customer' and with effect from 1st September 2019, the term 'Novus Customer' be replaced with the term 'Forever Preferred Customer', for the purpose of legal as well as contractual requisites and for all references made towards any individual operating an independent business with the Forever Living Marketing Plan. The term Forever Preferred Customer has come in force for all prior contractually binding clauses in the company policy as well as the Distributor Application Forms signed by the individual as a 'New Distributor'. All other obligations to this reference will remain the same.)

Forever Preferred Customer Price (PCP): The price (not including local taxes) at which the products are sold to Forever Preferred Customers and Forever Business Owners (regardless of sales level) who are not Wholesale Qualified. This price is discounted 15% off the Bonus Recap Price (BRP).

Forever Preferred Customer Profit: The difference between Forever Preferred Customer Price and Wholesale Price, which is paid to the first upline Wholesale Qualified Forever Business Owner.

Operating Company: The administrative company under which one or multiple countries use a single database to calculate sales level advancements, bonus payments and incentive qualifications.

Participating Country: A country that has qualified to participate in the Chairman's Bonus Incentive by generating at least 3,000CC during any three months of the previous calendar year (3,000CC for any two months if re-qualifying), and produces at least one Chairman's Bonus qualifier.

Personal Discount: A discount, calculated as a percentage of SRP, of 5-18%, based on the current Sales Level. This discount amount is subtracted from the Wholesale Price to determine the Adjusted Wholesale Price.

Personal Accredited Sales: The BRP or Case Credits of the Forever Business Owner's sales activity as reflected by purchases made in his/her name.

Qualifying Country: Any Participating Country that is being used as the Country of Qualification for the Chairman's Bonus Incentive.

Recognized Manager: (see 5.01)

Region: The region in which the Forever Business Owner's Home Country is located. Regions include North America, Latin America, Africa, Europe and Asia.

Re-sponsored FBO: A Forever Business Owner who has changed his/her Sponsor after 12 months of no activity. (see 14.01)

Retail Customer: One who purchases FLP products through authorized channels and has not yet applied to be a Forever

Preferred Customer by submitting a Forever Business Owner Application to the Company.

Saleable Condition: As per the Direct Selling Guidelines 2016, saleable shall mean, with respect to goods and / or-services, unused and marketable which has not expired, and which is not seasonal, discontinued or special promotional goods and/ or services.

Sales Leader: A Forever Business Owner who is at the level of Supervisor or above.

Sales Level: Any of various levels achieved by the cumulative Case Credits of the Forever Business Owner and his/her Downline. These include Assistant Supervisor, Supervisor, Assistant Manager and Manager. (see 4.01(a)-(d))

Sponsor: A Forever Business Owner who personally signs up another FBO.

Sponsored Manager: (see 5.03)

Transferred Manager: (see 5.04)

Upline: The Forever Business Owners in the upline genealogy of an FBO.

Unrecognized Manager: (see 5.02)

Waiver: Awarded to the Forever Business Owner who completes certain requirements to qualify for bonuses in one Operating Company that is accepted in lieu of those requirements for the following month in all other Operating Companies.

(a) **Activity Qualification Waiver:** A Forever Business Owner who is Active with 4CC Personal and Forever Preferred Customer in his/her Home Operating Company will receive an Activity Waiver for the following month in all other Operating Companies.

(b) **Leadership Bonus Qualification Waiver:** A Recognized Manager who is Active, or has received an Activity Qualification Waiver, and fulfills the Personal/ Non-Manager CC Leadership Bonus requirement in any single Operating Company during the current month will receive a Leadership Bonus Waiver for the following month in all other Operating Companies.

Webstore: The official online shopping site located at the Designated Distributor's Company website which can be accessed through a link on the site www.foreverliving.com

Wholesale Price (WHP): The price, not including local taxes, at which the products are sold to the Forever Business Owner who is Wholesale Qualified. This price is discounted 30% from BRP.

Wholesale Qualified: The right to purchase product at the Wholesale Price. A Forever Business Owner is permanently Wholesale Qualified after he/she has purchased 2 Case Credits within two consecutive months in any single Operating Company.

3 Warranty, Guarantee, Product Return and Buy Backs

3.01 For warranty, guarantee and buy backs the following time period shall apply.

3.02 FLP warrants satisfaction and guarantees its products are free from defect and substantially conform to product specifications. For all FLP products exclusive of literature and promotional products, this warranty and guarantee shall be for a period ending sixty (60) days from the date of purchase.

Refund and Buy Back Rule for Retail/Forever Preferred Customers:

3.03 **Refund and Buy Back Rule**

(I) Retail Customers:

(a) Retail Customers are guaranteed 100% product satisfaction as per the guidelines provided in the official company literatures. Within fifteen (15) days from the date of purchase, a Retail Customer may:

1) Obtain a new replacement for any defective product; or

2) Cancel the purchase, return the product and obtain a full refund of the purchase price, excluding any shipping costs for all saleable products.

As per the Direct selling Guidelines 2016, saleable shall mean, with respect to goods and / or-services, unused and marketable which has not expired, and which is not seasonal, discontinued or special promotional goods and/ or services.

(b) In all cases, proper notice, proof of purchase and timely return of the product is required to be given to the source of purchase. FLP reserves the right to reject repetitive returns.

(c) When FLP products are acquired from or through an FBO, that FBO is the primary party responsible for customer satisfaction by exchanging the product or refunding the money. In the event there is a dispute, FLP will determine the facts and resolve the issue. If cash is disbursed by FLP, the same will be charged back to the FBO(s) who benefited from the product sale.

(II) Forever Preferred Customer:

(a) Forever Preferred Customers are guaranteed 100% product satisfaction as per the guidelines provided in the official company literatures.

Within sixty (60) days from the date of purchase, a Forever Preferred Customer may

1) Obtain a new replacement for any defective product; or

2) Cancel the purchase, return the product and obtain a full refund of the purchase price, excluding any shipping costs for all saleable products. As per the Direct Selling Guidelines 2016, clauses 1.10, 1.11.e and 4.2.b, these 60 days will be considered as the 'Cooling-off Period' offered to a Forever Preferred Customer to reconsider his/her decision to be part of the Company. Should the Forever Preferred Customer avail this policy and repudiate his affiliation with the company, he/she may rejoin under the same sponsor within six months or under another sponsor post 6 months of termination.

(b) In all cases, proper notice, proof of purchase and timely return of the product is required to be given to the source of purchase. The Company reserves the right to reject repetitive returns.

(c) When FLP products are acquired by Forever Preferred Customers, and subsequently returned for refund, the Profit and Bonus which was disbursed will be charged back to the Forever Business Owner(s) who benefited from the sale, and the FBO who made the purchase may no longer be Wholesale Qualified.

Refund and Buy Back Procedure for the Forever Business Owner

3.04 During the respective stated periods of warranty and guarantee, the Company will provide a new replacement of the same such product in exchange for a defective product or for one that has been returned to a Forever Business Owner by a Retail Customer for lack of satisfaction provided that such product has been certified as not having been consumed or sold. Such replacement shall be subject to validation of presented proof of timely purchase. Such purchase must have been by the FBO returning the product. In addition, for replacements of products to an FBO for product returns by Retail Customers, a proof of sale to the Retail Customer and written proof of cancellation along with a signed receipt for return of funds as well as the return of product or empty containers will be required. Repetitive returns of product by the same parties may be rejected. The Company shall ensure that the policy with regard to replacement of defective products shall be adhered to by the Designated Distributor or the FBO from whom products have been purchased by the retail customer.

3.05 **Buy Back Rule for Forever Business Owner**

(a) The Company shall buy back any unsold, saleable FLP product, except literature, that has been purchased by the Forever Business Owner in his ID within the previous twelve (12) months from any FBO who terminates his/her Forever Business. Such buy back will be accomplished by the terminating FBO first giving written notice to the Company of intent to terminate the Forever Business and forgo all rights and privileges relating thereto. The terminating FBO must complete a product return form and submit the same to the Company and return all products for which a refund is being claimed, along with proof of purchase, to the source of purchase. All FLP Products are tagged to the invoice it was purchased under. In this regard all returning products must track back to their original invoice of purchase. The Company shall ensure that the policy with regard to unsold saleable product upon termination of the Forever Business shall be adhered to by the Designated Distributor from whom products have been purchased by the FBO.

(b) If the product returned by a terminating Forever Business Owner was purchased at Forever Preferred Customer Price (PCP), recommended by the company, the Forever Preferred Customer Profit will be deducted from the FBO to whom it was paid and, if the product returned is greater than 1CC, all Bonuses and Case Credits received by the terminating FBO's upline for the products returned, will be deducted from the upline. If the Case Credits were used for any level move-ups of the FBO or upline, those move-ups may be re-calculated after deducting the Case Credits to determine if the move-ups should remain in force.

(c) If a terminating Forever Business Owner returns any Combination Pak, and it is missing some product, the refund and the deductions from the upline will be calculated as if the entire Combo Pak was returned, and then the Wholesale or Forever Preferred Customer Price of the missing components will be deducted from the refund issued.

(d) In the event a Forever Business Owner or a Forever Preferred Customer reconsiders his purchase of any FLP product and wants to cancel this purchase and return any saleable product to the Company or its Designated Distributor, he/she can do so within fifteen (15) days of purchase of the product. After verification of the facts, the FBO will receive a refund cheque from the Company in the amount equal to the FBO's cost of the products being returned,

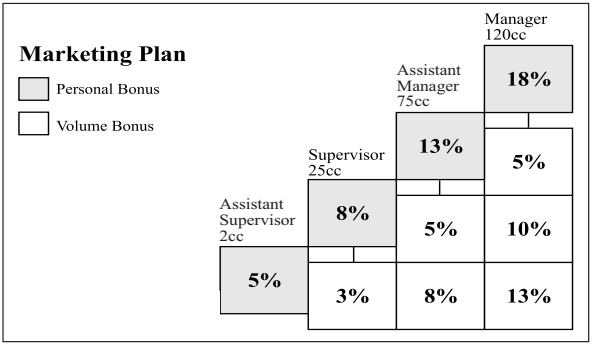
less the bonuses personally received and the cost of handling, freight and any other appropriate setoffs.

(e) After recouping any costs or damages resulting from the terminated Forever Business Owner's adverse conduct, if any, the Company will remove the FBO from the Forever Living Marketing Plan, and his/her entire downline organization will move up directly under the terminating FBO's Sponsor in the current generation sequence.

3.06 The "Buy Back Rule" is designed to impose upon the Sponsor and the Company the obligation to ensure that the Forever Business Owner is buying products wisely. FBOs may not buy more products than he/she can use for his/her business and personal needs. The Sponsor should make every effort to provide recommended guidelines to the FBO so that he/she purchases only as much product as is required to meet immediate sales needs and that additional products be purchased only after 75% of that product inventory has been sold, consumed or otherwise utilized. Products previously certified as having been sold, consumed or utilized shall not be subject to repurchase under the "Buy Back Rule." In view of the above the Direct Selling Guidelines, clause 5.6.f, states that the Direct Sellers should not purchase, nor encourage others to purchase products in unreasonably large quantities.

4 Bonus Structure / Marketing Plan

4.01 The responsibility of making Bonus payments to the Forever Business Owner shall vest with the Company. Upon becoming Wholesale Qualified, the Forever Preferred Customer becomes a Forever Business Owner (FBO) at the Sales Level of Assistant Supervisor with the right to sell FLP products and sponsor other FBOs to sell FLP products. The combined sales volume (measured in case credits) generated by the FBO and his/her subsequent downline organization qualify the FBO to receive Sales Level promotions, and increased Discounts and Bonuses as outlined below:



(a) **Assistant Supervisor** is achieved by generating a total of 2 Personal and Non-Manager Case Credits in any single Operating Company within any 2 consecutive Months. The Wholesale Qualified Assistant Supervisor receives:

- 30% discount on Bonus Recap Price plus 5% Personal Bonus on Personal Accredited Sales.
- 15% Forever Preferred Customer Profit on the Purchases of personally-sponsored Forever Preferred Customers.
- 5% Forever Preferred Customer Bonus on the Purchases of personally-sponsored Forever Preferred Customers.

In the event that your 2 Personal case credits are completed in any country other than your home country, your wholesale qualified status will reflect in the following month in your home country.

(b) **Supervisor** is achieved by generating a total of 25 Personal and Non-Manager Case Credits within any 2 consecutive Months. The Wholesale Qualified Supervisor receives:

- 30% discount on Bonus Recap Price plus 8% Personal Bonus on Personal Accredited Sales.
- 15% Forever Preferred Customer Profit on the Purchases of personally-sponsored Forever Preferred Customers.

- 8% Forever Preferred Customer Bonus on the Purchases of personally-sponsored Forever Preferred Customers.
- 3% Volume Bonus on the Personal Accredited Sales of personally-sponsored Assistant Supervisors and their Downlines.

(c) **Assistant Manager** is achieved by generating a total of 75 Personal and Non-Manager Case Credits within any 2 consecutive Months. The Wholesale Qualified Assistant Manager receives:

- 30% discount on Bonus Recap Price plus 13% Personal Bonus on Personal Accredited Sales.
- 15% Forever Preferred Customer Profit on the Purchases of personally-sponsored Forever Preferred Customers.
- 13% Forever Preferred Customer Bonus on the Purchases of personally-sponsored Forever Preferred Customers.
- 5% Volume Bonus on the Personal Accredited Sales of personally-sponsored Supervisors and their Downlines.
- 8% Volume Bonus on the Personal Accredited Sales of personally-sponsored Assistant Supervisors and their Downlines.

(d) Manager is achieved by generating a total of 120 Personal and Non-Manager Case Credits within any 1 or 2 consecutive Months, or (effective from February 2018) 150 Personal and Non-Manager Case Credits within any 3 or 4 consecutive Months. The Recognized Wholesale Qualified Manager receives:

- 30% discount on Bonus Recap Price plus 18% Personal Bonus on Personal Accredited Sales.
- 15% Forever Preferred Customer Profit on the Purchases of personally-sponsored Forever Preferred Customers.
- 18% Forever Preferred Customer Bonus on the Purchases of personally-sponsored Forever Preferred Customers.
- 5% Volume Bonus on the Personal Accredited Sales of personally-sponsored Assistant Managers and their Downlines.
- 10% Volume Bonus on the Personal Accredited Sales of personally-sponsored Supervisors and their Downlines.
- 13% Volume Bonus on the Personal Accredited Sales of personally-sponsored Assistant Supervisors and their Downlines.

(e) Case Credits from multiple Operating Companies may be combined for move up to Supervisor, Assistant Manager and Manager. The level of Assistant Supervisor can only be achieved with case credits generated in a single Operating Company.

(f) Case Credits from multiple Operating Companies cannot be combined for Incentive qualifications except for Global Rally and the New Case Credit requirement for Eagle Manager and Chairman's Bonus.

(g) Any one month or two consecutive months may be used to accumulate the Case Credits necessary to achieve the levels of Assistant Supervisor, Supervisor, Assistant Manager or 120 cc Manager and any three or four consecutive months may be used to accumulate the Case Credits necessary to achieve the 150cc Manager.

1. If the Case Credits for move-up are generated in a single Operating Company, the resulting move-up for bonus calculation shall occur in that Operating Company on the exact date that sufficient Case Credits are accumulated, and on the 15th of the month following in all other Operating Companies. The level move up for single operating company will only reflect once the final month of move up is closed.
2. If the Case Credits for move-up are generated in multiple Operating Companies, the move-up shall occur in all Operating Countries on the 15th of the following month after sufficient Case Credits are accumulated.

(h) An Forever Business Owner who moves up to Recognized Manager as outlined in Section 4.01, shall be classified as either a Sponsored Manager or a Transferred Manager as follows:

1) If the 120 or (effective from February 2018) 150 Case Credits are generated in a single Operating Company, and the FBO is Active in his/her Home Operating Company during the move up period, the FBO shall be classified as a Sponsored Manager in both the Operating Company in which the 120 or (effective from February 2018) 150 Case Credits were generated, and in his/her Home Operating Company; and as a Transferred Manager in all other Operating Companies.
2) If the 120 or (effective from February 2018) 150 Case Credits are generated in multiple Operating Companies, the FBO shall be classified as a Sponsored Manager in his/her Home Operating Company; and as a Transferred Manager in all other Operating Companies.

(i) The Case Credits from the purchase of a Retail or Forever Preferred Customer will count toward the Activity requirement (4cc) of his/her assigned FBO, but only in the Operating Company in which the purchase was made.

(j) A Sponsor receives full case credits of any personally-sponsored Forever Preferred Customer and ensuing Downline group until that Forever Preferred Customer achieves the Manager level. Subsequently, if the Sponsor is Leadership Bonus Qualified (LBQ), he/she receives Leadership Case Credits equal to 40% of the Personal and Non-Manager Case Credits of the first

LBQ Manager down each sponsorship line, 20% of the Personal and Non-Manager Case Credits of the second LBQ Manager down each sponsorship line, and 10% of the Personal and Non-Manager Case Credits of the third LBQ Manager down each sponsorship line.

(k) A F**orever** B**usiness** O**wner** will not pass up the Sponsor on the way to achieving any Sales Level.

(l) There is no re-qualifying for a Sales Level once it is earned unless the Forever Business is terminated or the F**orever** B**usiness** O**wner** is Re-sponsored.

4.02 **Forever Preferred Customer 6-month Policy (effective November 2010)**

(a) A Forever Preferred Customer who has been sponsored for six full calendar Months and has not achieved the level of Assistant Supervisor will be eligible to choose a new Sponsor.

(b) A Forever Preferred Customer who chooses a new Sponsor will lose any former downlines and accumulated move-up Case Credits and will count as newly-sponsored for all applicable incentives.

(c) Effective from May 2018, a Forever Preferred Customer who has not made a purchase for 36 consecutive calendar Months will be automatically removed from the Company's database.

With the implementation of the new policy of Single Name Required on Forever Business Owner Applications (with effect from 1st April 2015), Forever Preferred Customers with 2nd applicants on their original Forever Business Owner Application, will require to maintain only one name on their application and the 2nd applicants name will be automatically deleted on completion of the sponsor change request.

Should the spouse of a legally married FBO who is not being re-sponsored wish to create his/her own Forever Business, he or she must do so by sponsoring directly under his or her spouse or directly under the spouses sponsor.

4.03 **Activity Qualification**.

(a) To qualify for all Bonuses and Incentives, except Personal and Forever Preferred Customer Bonuses, and Forever Preferred Customer Profit, a Sales Leader must be Active, and meet all other requirements of the Marketing Plan during the calendar month in which the bonuses were accrued.

(b) To be considered Active for the Month in his/her Home Operating Company, a Sales Leader must have a Total of 4 Active Case Credits in the Home Operating Company during that Month, at least one of which is a Personal Case Credit. To be considered Active for the Month in a Foreign Country, he/she must have qualified as Active in the Home Operating Company during the previous Month.

(c) A Sales Leader who does not achieve Active status will not be paid a Volume Bonus that month, and shall not be considered an Active Sales Leader. Any unearned Volume Bonus will be paid to the next Active Sales Leader upline. In turn, his/her bonus will be paid to the next Active Sales Leader upline and so on.

(d) A Sales Leader who forfeits any Volume Bonus may re-qualify the following month (with no retroactive application) as an Active Sales Leader.

4.04 **Bonus and Profit Calculations and Payments.**

(a) All bonuses are calculated on the Bonus Recap Price (BRP) as set forth in the Forever Business Owner's monthly recap. This price is up to 43% mark up on the Wholesale Price as per the Marketing Plan.

(b) Bonuses are calculated according to the level attained at the time an order is processed. Bonuses are effective on the date of move-up to a higher level. Example: If an Assistant Supervisor generates 30 Total Case Credits during 2 consecutive Months, he/she will earn 5% on any Personal Accredited Sales within the first 25 Case Credits and 8% on any Personal Accredited Sales within the remaining 5 Case Credits.

(c) A Sales Leader does not receive a Volume Bonus on any Forever Business Owner in his/her sponsored group who is at the same level in the marketing plan. However, he/she will receive full Case Credits from such sources for Sales Level advancement and other incentives.

(d) Bonus payments accrue and are paid on the fifteenth of the month following the month in which product was purchased from the Company. Bonus cheques are mailed or credited into your bank account (if details are provided to the company) on the 15th of each month. Example: bonuses for January purchases are mailed or credited to your account on February 15th. A summary of earnings, bonus accrued and other relevant data is made available online or mailed to the FBO along with their Bonus cheque.

(e) Profits generated on purchases by Forever Preferred Customers are paid along with the Bonus amounts of the FBOs on the 15th of the month following that in which product was purchased from the Company.

(f) Any 3rd-party charges or fees accrued on payments made to an FBO outside the Country in which the Profits/Bonuses are earned will be the responsibility of the FBO.

4.05 **36-Month Policy** (effective from September 2017)

(a) A Forever Business Owner who has not made a purchase for 36 consecutive calendar Months will be automatically removed from the Company's database and forfeit all rights to any downline organization and any bonuses or other benefits generated thereby.

(b) An FBO who has been removed from the Company's database per the 36-Month Policy is eligible to be sponsored again in any line, but without a restoration of any previous Sales Level or downline organization.

(c) If the FBO is a Sponsored Recognized Manager and has any 1st Generation Recognized Managers in his/her organization, these Managers will be classified as Inherited Managers to the newly appointed Sponsor.

(d) The removed Sponsored Recognized Manager will continue to count toward his/her previous Sponsor's Manager pin level.

5 Manager Status and Qualifications

5.01 **Recognized Manager:**

(a) A Forever Business Owner qualifies as a Recognized Manager and receives a gold Manager pin when

1) His/her entire downline group generates 120 Personal and Non-Manager Case Credits within any 1-2 consecutive Months, or (effective from February 2018) 150 Personal and Non-Manager Case Credits within any 3-4 consecutive Months, and

2) He/she is an Active Sales Leader each Month during the same period, and

3) There are no other FBOs in his/her Downline who qualify as Manager during the same period.

(b) If a Forever Business Owner's Downline FBO also qualifies as a Manager (Recognized or Unrecognized) in any country during the same period, the FBO will be a Recognized Manager if

1) He/she is an Active Sales Leader each Month during the same period, and

2) He/she has at least 25 Personal and Non-Manager Case Credits in the final Month of qualification from FBOs in Downlines other than that of the Manager moving up in the same Month.

5.02 **Unrecognized Manager:**

(a) When an FBO and Downline generate 120 Personal and Non-Manager Case Credits within any 1-2 consecutive Months, or (effective from February 2018) 150 Personal and Non-Manager Case Credits within any 3-4 consecutive Months, and the FBO does not meet the remaining requirements for Recognized Manager, he/she becomes an Unrecognized Manager.

(b) An Unrecognized Manager can qualify for the Personal Bonus, Forever Preferred Customer and Volume Bonuses, but cannot qualify for Leadership Bonus or any other Manager incentive.

(c) An Unrecognized Manager can qualify as a Recognized Manager by meeting the following requirements:

1) Generate a total of 120 Personal and Non-Manager Case Credits within any 1-2 consecutive Months, or (effective from February 2018) 150 Personal and Non-Manager Case Credits within any 3-4 consecutive Months, and

2) Be an Active Sales Leader each Month during the same period.

(3) The re-qualification period cannot start earlier than the last month of his/her Unrecognized Manager qualification.

(d) If the re-qualification period starts in the last month of his/her Unrecogniozed Manager qualification, the Case Credits that were not associated with a Downline Manager move-up during the last Month of move up to Unrecognized Manger can be counted for the Recognized Manager qualification.

(e) From the date that an Unrecognized Manager has generated the required Personal and Non-Manager Case Credits he or she becomes a Recognized Manager and will begin to accrue Leadership Bonuses and Leadership Case Credits on Accredited Sales if he/she is Leadership Bonus Qualified.

5.03 **Sponsored Manager:**

(a) A Manager becomes a Sponsored Manager to his/her immediate upline Sponsor by

1) Qualifying as a Recognized Manager, or

2) Qualifying as a Sponsored Manager from Inherited or Transferred Manager status.

(b) A Sponsored Manager can be counted for his/her upline Manager's Gem Manager Level and for any other incentive that requires Sponsored Managers.

5.04 **Inherited and Transferred Manager:**

(a) A Manager is considered Inherited if he/she is moved to a different Sponsor under the 12-month LBQ rule, or if his/her Sponsor is terminated or responsors. In such case, he/she becomes an Inherited Manager to his/her next upline Sponsor.

(b) A Manager is considered Transferred according to Policy outlined in Section 4.01(h) until he/she requalifies as a Sponsored Manager on a Country by Country basis.

(c) Inherited and Transferred status does not affect the Volume Bonus or Leadership Bonus paid to any Manager or to his/her upline.

(d) An Inherited or a Transferred Manager does not count for the upline Manager's Case Credit reduction for the Earned Incentive Program, or Gem Manager.

(e) An Inherited or Transferred Manager can re-qualify as a Sponsored Manager on a Company by Company basis by meeting the following requirements:

1) Generate a total of 120 Personal and Non-Manager Case Credits in the Operating Company where he/she is requalifying as a Sponsored Manager within any 1-2 consecutive Months or (effective from February 2018) 150 Case Credits within any 3-4 consecutive Months. The re-qualification process can begin with the Month prior to the Month of Transfer.

2) During the re-qualification period, be an Active Sales Leader in his/her Home Country or generate 4 Personal Case Credits in the Country where he/she is achieving Sponsored Manager status.

6 Leadership Bonus (LB)

6.01 After a Forever Business Owner becomes a Recognized Manager, he/she can qualify for Leadership Bonuses by developing and supporting Downline Managers, and by continuing to sponsor and train FBOs.

6.02 (a) A Recognized Manager who is Active and has 12cc Personal and Non-Manager (or has Activity and Leadership Bonus Waivers) in any Single Operating Company during the current Month, qualifies for Leadership Bonuses generated in that Single Operating Company during that Month.

(b) The Personal and Non-Manager requirement is reduced to 8cc if the Manager had 2 downline Managers, each in separate down lines, who each had 25 Total Case Credits during the previous Month. It is further reduced to 4cc Personal and Forever Preferred Customer if he/she had 3 downline Managers, each in separate down lines, who each had 25 Total Case Credits during the previous Month.

6.03 A Leadership Bonus, based on the Total BRP of a Manager's Personal and Non-Manager Accredited Sales of the qualifying month, is paid to his/her upline Leadership Bonus Qualified Managers at the following rates:

a) 6% is paid to the first upline LBQ Manager.

b) 3% is paid to the second upline LBQ Manager.

c) 2% is paid to the third upline LBQ Manager.

6.04 (a) A Recognized Manager who is not Active for three consecutive Months loses eligibility to qualify for Leadership Bonus.

(b) Leadership Bonus eligibility can be regained by meeting the following requirements in any Single Operating Company:

1) Generate a total of 12 Personal and Non-Manager Case Credits each Month for three consecutive Months (even if he/she does not have any downline Managers).

2) Be Active each Month for the same period.

(c) Upon regaining eligibility, Leadership Bonus will accrue each month that the Manager is LBQ thereafter, beginning with the fourth Month, which will be paid on the 15th of the fifth month.

6.05 (a) Effective from September 2017 a Manager who is not LBQ for twelve consecutive Months, and who is not in the process of regaining Leadership Bonus eligibility, will permanently forfeit all downline Manager lines, and

(b) a forfeited Manager line will become an Inherited Manager to the first Leadership Eligible Manager upline from his/her original Sponsor.

7

Additional Incentives

7.01 All Company incentive programs are intended to promote sound business building principles. This includes the proper sponsoring and selling of product in usable, resalable quantities. Incentive points and prizes are not transferable, and will be awarded only to the Forever Business Owner who qualifies by building the business in accordance with the letter and spirit of the FLP Marketing Plan and Company Policies and the Code of Professional Conduct.

7.02 Recognition pins will be awarded only to the person(s) whose names appear on the Forever Business Owner Application on file at the Company's Office.

7.03 (a) In the event a Forever Business Owner's spouse does not attend an Earned Trip, the FBO may bring a guest provided that the guest is 14 years of age or older.

(b) Earned Trips are limited to the following: Global Rally, Eagle Manager Retreat, Sapphire, Diamond Sapphire, Diamond, Double-Diamond, and Triple-Diamond trips.

(c) The Sapphire, Diamond-Sapphire, Diamond, Double-Diamond, and Triple-Diamond trips must be taken within 12 months of qualification.

8 Manager and Beyond Awards

8.01 A Manager can combine 1st Generation Sponsored Recognized Managers from all countries for the purpose of being recognized as Senior through Diamond Centurion Manager. However, each 1st Generation Manager can only be counted once.

8.02 All recognition pins are awarded only at a Company-approved recognition meetings and Success Days.

8.03 **Recognized Manager:** when a Forever Business Owner qualifies under the requirements as set for in 5.01, he/she is recognized as Recognized Manager and receives a gold pin.

8.04 **Eagle Manager Status:**

(a) Eagle Manager Status is earned and renewed each year. A Manager can qualify by meeting the following requirements during the qualification period of May through April, after qualifying as a Recognized Manager:

1) Be Active every month.

2) Be Leadership Bonus Qualified (even if he/she has no downline Managers). Case Credits generated during the months he/she is not Leadership Bonus Qualified will NOT count toward this incentive.

3) Generate at least 720 Total Case Credits, including at least 100 NEW Case Credits.

4) Personally sponsor and develop at least 2 new Supervisor lines both having been sponsored during the qualification period.

5) Support local and regional meetings.

(b) In addition to the requirements listed above, Senior Managers and above must also develop and maintain Downline Eagle Managers, as outlined in the following schedule. Each Downline Eagle Manager must be in a separate sponsorship line, without regard to how many generations down. This requirement is based on the Manager position qualified for at the beginning of the qualification period.

1) Senior Manager: 1 Downline Eagle Manager.

2) Soaring Manager: 3 Downline Eagle Managers.

3) Sapphire Manager: 6 Downline Eagle Managers.

4) Diamond-Sapphire: 10 Downline Eagle Managers.

5) Diamond Manager: 15 Downline Eagle Managers.

6) Double-Diamond Manager: 25 Downline Eagle Managers.

7) Triple-Diamond Manager: 35 Downline Eagle Managers.

8) Centurion-Diamond Manager: 45 Downline Eagle Managers.

Effective from April 2018 Gem Managers (i.e. Sapphire & higher) may qualify as Eagle at a lower Gem Level. For example, if a Diamond Manager has 6 Downline Eagle Managers, then he/she qualifies as a Sapphire Eagle Manager.

(c) All requirements must be achieved in a single Operating Company, with the exception of the NEW Case Credit, New Supervisor, and Downline Eagle Manager requirements, as clarified above.

(d) Responsored FBOs are included in the new Supervisor and NEW Case Credit requirements.

(e) A maximum of 100 NEW Case Credits from outside the Qualifying Country can be counted toward the case credit requirements.

(f) New Supervisors from all countries may be combined to count toward the New Supervisor requirement.

(g) A Manager can combine downline Eagle Managers from various countries for the purpose of achieving Eagle Manager status. If a Manager has sponsored the same FBO into multiple Countries, he or she can count Eagle Managers under that FBO in the various Countries, but no downline Eagle Manager can be counted more than once.

(h) If a Forever Business Owner achieves the level of Manager during the qualification period:

1) Any Forever Preferred Customers he/she sponsored during the final month of move-up will count toward the new Supervisor requirement for that qualification period's Eagle Manager Program.

2) The Eagle Manager requirements are NOT prorated; rather, he/she needs to accomplish the 720-Total/100-NEW Case Credits and the 2-new Supervisors during the remainder of the qualification period after achieving Manager Level.

(i) Upon completion of all requirements to achieve Eagle Manager Status, the Forever Business Owner will be awarded an Earned Trip to attend an Eagle Manager's Retreat. The qualifying FBO may select one location from the 2 determined by the company. This will include:

1. Airfare for two and three night's lodging.
2. An invitation to the exclusive Eagle Manager's Training.

3. Access to all events relating to the Eagle Manager's Retreat.
4. The Forever Business Owner must designate the desired location by May 31 following the qualification period, or permanently forfeit his/her attendance at either Retreat.

(j) An FBO who qualifies as Sapphire, Diamond-Sapphire, or Diamond Eagle will automatically be qualified for the 1%, 2%, or 3% Gem Bonus, respectively, in his/her Home Country, for each of the twelve months beginning with May in which he/she is LBQ.

(k) Effective from January 2016 qualification, all FBOs that qualify at the 5000 case credit level and above for the 1st time, will be eligible to attend the Eagle Managers Retreat the following year, regardless of whether they have achieved Eagle Manager in that year.

8.04.1 **Global Leadership Team**

(a) Membership in the Global Leadership Team is earned and renewed each year by generating 7,500 Total Case Credits during the calendar year after qualifying as a Recognized Manager. Final acceptance into the GLT is subject to approval by the Executive Committee. The Executive Committee will take into account all the provisions in the Company Policies and the Code of Professional Conduct.

(b) Managers achieving the Global Leadership Team will become members of the GLT for 1 calendar year beginning on January 1 of the year following their qualification, be invited to an exclusive global retreat, and will receive Recognition and Awards at the Global Rally.

(c) Managers must attend the Global Rally to receive Global Leadership Team Awards.

8.05 **Manager Recognition -** A Recognized Manager may qualify for Manager Recognition in one of two ways, which cannot be combined.

a) Accumulate First-Generation Sponsored Recognized Managers; or

b) Accumulate Eagle Manager Downlines.

c) Only Eagle Manager downlines developed during years in which the qualifying Manager achieved Core Requirements will count toward his/her accumulated total. The qualifying Manager must achieve the following Core Requirements during May-April, after qualifying as a Recognized Manager:

1) Be Active every month

2) Be Leadership Bonus Qualified. Case Credits generated during the months he/she is not Leadership Bonus Qualified will NOT count toward this incentive.

3) 720 Total CC in any single Operating Company, and

4) 100 New CC in any Country, and

5) Sponsor and develop 2 new Supervisors in any Country.

d) There is no time limit for the required accumulation of Managers or Eagle Manager Downlines.

e) A Manager who achieves the Core Requirements during the qualification period can retroactively count Eagle Manager Downlines from each previous qualification period in which he/she also met the Core requirements.

f) Each Eagle Manager Downline can only be counted once by each upline qualifying Manager.

g) A Recognized Sponsored Manager who has been removed from the Company's database through Termination, Responsor, or per the 36-Month Policy will continue to count towards his/her previous Sponsor's Manager pin level.

8.06 **Senior Manager**

a) Accumulate 2 First-Generation Sponsored Recognized Managers; or

b) Accumulate 1 Eagle Manager Downline.

c) The Senior Manager will be awarded a gold pin with 2 garnets.

8.07 **Soaring Manager**

a) Accumulate 5 First-Generation Sponsored Recognized Managers; or

b) Accumulate 3 Eagle Manager Downlines.

c) The Soaring Manager will be awarded a gold pin with 4 garnets.

8.08 **Sapphire Manager**

a) Accumulate 9 First-Generation Sponsored Recognized Managers; or

b) Accumulate 6 Eagle Manager Downlines.

c) The Sapphire Manager will be awarded a gold pin with 4 sapphires, and a 4-day, 3-night all-expense-paid trip to a resort within the Domestic country. The incentive trip must be claimed within 12 months of qualification.

8.09 **Diamond-Sapphire Manager**

a) Accumulate 17 First-Generation Sponsored Recognized Managers; or

b) Accumulate 10 Eagle Manager Downlines.

c) The Diamond-Sapphire Manager will be awarded a gold pin with 2 diamonds and 2 Sapphires, a specially-designed sculpture, and a 5-day, 4-night all-expense-paid trip to a luxury resort within the Domestic country. The incentive trip must be claimed within 12 months of qualification.

8.10 **Diamond Manager**

a) Accumulate 25 First-Generation Sponsored Recognized Managers; or

b) Accumulate 15 Eagle Manager Downlines.

c) The Diamond Manager will be awarded

1) A gold pin with 1 large diamond, a beautifully designed diamond ring, and a 7-day, 6-night all-expense-paid trip to a luxury resort within the region but outside the Domestic country. The incentive trip must be claimed within 12 months of qualification.

2) A waiver of case volume requirements for Earned Incentives, Volume Bonus and Leadership Bonus, provided a minimum of 25 1st Generation Sponsored Recognized Managers are Active each month.

8.11 **Double Diamond Manager**

a) Accumulate 50 First-Generation Sponsored Recognized Managers; or

b) Accumulate 25 Eagle Manager Downlines.

c) The Double Diamond Manager will be awarded a gold pin with 2 large diamonds, an exclusive pen accessorized with diamonds, and 10-day, 9-night all-expense-paid trip to South Africa. The Incentive trip must be claimed within 12 months of qualification.

8.12 **Triple Diamond Manager**

a) Accumulate 75 First-Generation Sponsored Recognized Managers; or

b) Accumulate 35 Eagle Manager Downlines.

c) The Triple Diamond Manager will be awarded a gold pin with 3 large diamonds, an exclusive personalized watch, a specially-designed sculpture, and 14-day, 13-night all-expense-paid trip around the world.

8.13 **Diamond Centurion Manager**

a) Accumulate 100 First-Generation Sponsored Recognized Managers; or

b) Accumulate 45 Eagle Manager Downlines.

c) The Diamond Centurion Manager will be awarded a gold pin with 4 large diamonds.

9

Gem Bonus

9.01 (a) A Leadership Bonus Qualified Gem Manager who, in the Country of Qualification, has the required number of Active 1st Generation Sponsored Managers during the current Month, or the required number of separate sponsored downlines with an Active Manager who has 25 or more Total Case Credits during the current Month, will receive a Gem Bonus based upon the BRP of the Personal and Non-Manager Accredited Sales of his/her First-, Second- and Third-Generation downline LBQ Managers as per the following schedule:

1) Sapphire Gem Bonus: Sapphire Managers and above can qualify for 1% by having 9 Active 1st Generation Sponsored Managers, or 9 Active Managers, each in a different downline, who generate 25 Total Case Credits.
2) Diamond-Sapphire Gem Bonus: Diamond-Sapphire Managers and above can qualify for 2% by having 17 Active 1st Generation Sponsored Managers, or 17 Active Managers, each in a different downline, who generate 25 Total Case Credits.
3) Diamond Gem Bonus: Diamond Managers can qualify for 3% by having 25 Active 1st Generation Sponsored Managers, or 25 Active Managers, each in a different downline, who generate 25 Total Case Credits.
4) Gem Bonus percentages are not cumulative. Gem Managers receive the highest percentage for which they have qualified.

(b) A Manager may count a foreign First-Generation Manager toward Gem Bonus qualification provided that the foreign Manager has qualified as a Sponsored Manager in the country in which the Manager is qualifying for Gem Bonus. After the foreign Manager qualifies as a Sponsored Manager, he/she will be counted by their Upline toward the Gem Bonus qualification during those months that the foreign Manager has an Activity Waiver from his/her Home Country.

(c) Gem Bonus is paid by each country based on the BRP of the Domestic Personal and Non-Manager Accredited Sales activity of Managers in that country. To qualify for a Gem Bonus from any country, a Manager must have the required number of Active First-Generation Sponsored Managers, or Active 25cc Manager Downlines, in that country for the month in which he/she is qualifying for Gem Bonus.

(d) An FBO who qualifies as Sapphire, Diamond-Sapphire, or Diamond Eagle, will automatically be qualified for the 1%, 2%, or 3% Gem Bonus, respectively, in his/her Home Country, for each of the twelve months beginning with May in which he/she is LBQ.

If a Gem Manager qualifies as Gem Eagle at a level that is lower than his/her actual Gem Position (i.e. a Diamond Manager who qualifies as a Sapphire Eagle), he/she will receive the Gem Bonus payout percentage corresponding to his/her Eagle qualification, except for the months in which he/she qualifies for a higher payout percentage as per the Gem Bonus policy (see Section 9.01a).

10 Earned Incentive Program (Forever2Drive)

10.01 (a) An Active Recognized Manager is eligible to participate in the Earned Incentive Program.

(b) All Case Credit requirements for the Earned Incentive must be generated in a single Operating Company. A FBO can qualify for this Incentive in multiple Operating Companies if he/she meets the Case Credit requirements within each Company.

(c) Three levels of the Earned Incentive Program are available:

1) Level 1: The Company will pay a maximum of Rs 26,000/- per month for a maximum of 36 consecutive Months.

2) Level 2: The Company will pay a maximum of Rs 39,000/- per month for a maximum of 36 consecutive Months.

3) Level 3: The Company will pay a maximum of Rs 52,000/- per month for a maximum of 36 consecutive Months.

(d) 3 consecutive months are required to qualify, as outlined in the following table:

Earned Incentive Qualification / Maintenance Requirements

Month	Level 1 Total Case Credits	Level 2 Total Case Credits	Level 3 Total Case Credits
1	50	75	100
2	100	150	200
3	150	225	300

(e) During the period of 36 Months immediately following qualification, the Manager will receive the maximum payment amount for the level achieved each Month that the Month 3 Case Credit requirement is maintained.

(f) If the Manager's Total Case Credits drop below the Month 3 requirement during any Month, that Month's Earned Incentive payment will be calculated at Rs 173.33/- times the Manager's Total Case Credits for that Month.

(g) If the Manager's Total Case Credits drop below 50 in any given month, the Earned Incentive for that month will not be paid. If in the subsequent months the qualifying Manager's case credits increase to 50 or more, the Earned Incentive will be paid in accordance with the policy as set forth above.

(h) A Manager who has 5 personally-sponsored Active sponsored, Recognized Managers during the 3rd qualification Month, or any Month during the 36-Month period, will have the Month 3 requirement reduced to 110, 175, or 240 Total Case Credits for levels 1, 2 or 3, respectively.

(i) For every 5 additional personally-sponsored Active Recognized Managers during the 3rd qualification Month, or any Month during the 36-Month period, the Month 3 requirement will be reduced by an additional 40, 50 or 60 case credits for levels 1, 2 or 3, respectively.

(j) Case Credits will count toward the qualification and maintenance requirements only during the months in which the qualifying Manager is Active.

(k) The Case Credits generated by an Active Forever Business Owner before becoming a Recognized Manager will count toward the Earned Incentive qualification.

(l) After completing the 3rd qualifying month for an Earned Incentive, a Manager may qualify for a higher Incentive at any time starting with the very next month. For example, if a Manager qualifies for level 1 in January, February, and March with 50, 100, and 150 CC, and then generates 225 CC in April, the Level 1 payment period would be replaced with a new 36-Month payment period for Level 2.

(m) At the end of the 36-Month period, a Manager may re-qualify for a new Earned Incentive using the same qualifications as outlined above. This requalification must be satisfied during any 3 consecutive Months within the last 6 Months of the original 36-Month payment period.

11 Chairman's Bonus

11.01 (a) **Core Requirements for All Levels.** A Forever Business Owner**,** after becoming a Recognized Manager, must fulfill ALL of the following requirements either in the Home Country, or the Qualifying Country. They cannot be combined from different countries.

1) Be Active every month.

2) Be Leadership Bonus qualified (even if he/she does not have any downline Managers). Case Credits generated during the months he/she is not Leadership Bonus qualified will NOT count toward this incentive.

3) The following requirements may be achieved in any Participating Country:

   a. Be qualified for the Earned Incentive Program.

   b. Purchase products as required only after 75% of prior product inventory has been utilized.

   c. Build the FLP business according to correct MLM principles and Company Policies & the Code of Professional Conduct.

   d. Attend and support Company sponsored events.

4) Final acceptance into the Chairman's Bonus Incentive is subject to approval by the Executive Committee. The Executive Committee will take into account all the provisions in the Company Policy including but not limited to all the clauses in section 16.02 of the Company Policy. The onus of proving otherwise shall remain with the qualifying Forever Business Owner and the Executive Committee's decision in the matter will remain final.

5) An FBO can qualify in only one Country. If he/she meets the requirements in multiple Countries, the Country in which he/she has the highest Personal & Non-Manager Case Credits will be considered the Qualifying Country.

(b) **Chairman's Bonus Manager (CBM) Level 1.** In addition to the Core Requirements, the following must be achieved in the Qualifying Country, unless otherwise noted:

1) Accumulate 700 Personal and Non-Manager

Case Credits during the incentive period after becoming a Recognized Manager, the sum of which must include 150 NEW Case Credits. The NEW Case Credits may be generated and combined in any country. A maximum of 150 NEW Case Credits from outside the Qualifying Country can be counted. However, for purposes of calculating Incentive Shares, NEW Case Credits generated outside the Qualifying Country will not be counted.

2) Other than the allowable NEW Case Credits, all Personal and Non-Manager Case Credits must be generated in the Qualifying Country.

3) Develop one of the following in any generation:

   a. A downline Recognized Manager that accumulates 600 or more total group case credits in your Qualifying Country during the incentive period after becoming a Recognized Manager. This Manager may be an existing Manager or newly developed during the incentive period.

      Or,

   b. A downline CBM in the qualifying country.

4) The 600cc Manager's case credits will not be included when calculating the Incentive Shares.

5) Only case credits for the months in which the 600cc Manager qualifies as Active will count for this requirement.

6) A Re-sponsored Forever Business Owner counts toward all Level 1 requirements.

7) If a Forever Business Owner achieves Manager during the qualification period, the Chairman's Bonus requirements are NOT prorated; the FBO needs to accomplish the 700 Personal and Non-Manager/150-NEW Case Credits during the remainder of the qualification period **after** achieving Manager Level.

(c) **Chairman's Bonus Manager (CBM) Level 2.** In addition to the Core Requirements, the following must be achieved in the Qualifying Country, unless otherwise noted:

1) Accumulate 600 Personal and Non-Manager Case Credits during the incentive period after becoming a Recognized Manager, the sum of which must include 100 NEW Case Credits. The NEW Case Credits may be generated and combined in any country. A maximum of 100 NEW Case Credits from outside the Qualifying

Country can be counted. However, for purposes of calculating Incentive Shares, NEW Case Credits generated outside the Qualifying Country will not be counted.

2) Other than the allowable NEW Case Credits, all Personal and Non-Manager Case Credits must be generated in the Qualifying Country.

3) Develop 3 CBMs in any generation, each in separate downlines, in a participating country.

4) A Re-sponsored Forever Business Owner counts toward all Level 2 requirements.

5) If an FBO achieves Manager during the qualification period, the Chairman's Bonus requirements are NOT prorated; the FBO needs to accomplish the 600 Personal and Non-Manager/100-NEW Case Credits during the remainder of the qualification period **after** achieving Manager Level.

(d) **Chairman's Bonus Manager (CBM) Level 3**. In addition to the Core Requirements, the following must be achieved in the Qualifying Country, unless otherwise noted:

1) Accumulate 500 Personal and Non-Manager Case Credits during the incentive period after becoming a Recognized Manager, the sum of which must include 100 NEW Case Credits. The NEW Case Credits may be generated and combined in any country. A maximum of 100 NEW Case Credits from outside the Qualifying Country can be counted. However, for purposes of calculating Incentive Shares, NEW Case Credits generated outside the Qualifying Country will not be counted.

2) Other than the allowable NEW Case Credits, all Personal and Non-Manager Case Credits must be generated in the Qualifying Country.

3) Develop 6 CBMs in any generation, each in separate downlines, in a participating country.

4) A Re-sponsored Forever Business Owner counts toward all Level 3 requirements.

5) If a Forever Business Owner achieves Manager during the qualification period, the Chairman's Bonus requirements are NOT prorated; the FBO needs to accomplish the 500 Personal and Non-Manager/100- NEW Case Credits during the remainder of the qualification period **after** achieving Manager Level.

(e) **Chairman's Bonus Incentive Calculation**.

1) A global bonus pool will be determined and then allocated as follows:

   a. One half of the pool will be paid to those who qualify in Levels 1, 2 & 3.

   b. One third of the pool will be paid to those who qualify in Levels 2 & 3.

   c. One sixth of the pool will be paid to those who qualify in Level 3.

2) The qualifying CBM will be awarded one Incentive Share for each of his/her Total Case Credits generated in the Qualifying Country (but not including the NEW Case Credits generated outside of the Qualifying Country), plus the Incentive Shares generated by the first CBM in each of his/her sponsorship lines in any Participating Country.

3) Each pool division will be divided by the grand total Incentive Shares of all CBMs who qualified for that pool division to determine the money factor for that division. This money factor will be multiplied by the Incentive Shares of each individual CBM to arrive at the payment amount of the Incentive.

(f) **Chairman's Bonus Global Rally Award**.

1) Unless qualified for a 1.5k or higher Global Rally Award, each CBM will be awarded a trip to the FLP Global Rally to be recognized and receive his/her bonus. This trip for two includes:

   a) Airfare, lodging, meals for 5 days and 4 nights.

   b) Spending allowance equivalent to $250 USD provided on a Global Rally Card.

(g) **Chairman's Bonus Award**. The Chairman's Bonus Incentive is awarded at the 1st Global Rally held after the Chairman's Bonus qualification period concludes. The Global Rally usually takes place in the 2nd quarter of the new qualification period. The Bonus for the concluded qualification period is accrued and paid to the qualifying FBO at this rally.

12 FLP Global Rally

12.01 (a) A Forever Business Owner can qualify for a trip for two to the FLP Global Rally, including airfare, lodging, meal and activity allowances, and spending cash, by accumulating 1500 or more Total Case Credits from January 1st thru December 31st of each year. In order to receive the benefits of this incentive, the qualifying FBO must attend the training and motivational meetings of the first Global Rally after the qualifying period.

(b) In order to achieve the 1,500 Case Credit and higher Global Rally awards, an FBO may combine Case Credits from all the countries where he/she has a group. It is the FBO's responsibility to provide to his/her Domestic Home Office by January 31st the proof of Case Credits earned in other Countries.

(c) Non-Manager Case Credits generated during any Month that an FBO is not Active, and Leadership case credits generated during any Month that a Manager is not Leadership Bonus Qualified, will not count for the Global Rally awards; however, any Active Case Credits generated by the FBO will count regardless of Activity status.

(d) A Forever Business Owner qualifies by generating Total Case Credits, and receives Global Rally Awards, as outlined below. Each qualifying FBO will receive either meals provided by the Company or a meal allowance proportionate to his/her qualification. The FBO must attend the Rally to receive the Awards.

All international travel incentives are subject to the qualifier and any accompanying guest to obtain their required VISA for the country they are traveling to. Forever will provide its FBOs guidelines and information they will require to fill in their visa application. However visas to any country are granted by the respective country consulates on the merits and the documentation of the applicant and at the consulates discretion. The documentation and fees for all visa applications will remain the responsibility of the qualifier.

(e) Chairman's Bonus Manager (under 1.5K):

1) Airfare, lodging and meals for 5 days and 4 nights.

2) Spending allowance equivalent to $250 USD provided on a Global Rally Card. (Awarded only if the FBO attends the Rally)

(f) 1,500 Total Case Credits (1.5K):

1) Airfare, lodging and meals for 6 days and 5 nights.

2) Spending allowance equivalent to $500 USD provided on a Global Rally Card. (Awarded only if the FBO attends the Rally)

3) A Rally Activity Allowance.

(g) 2,500 Total Case Credits (2.5K):

1) Airfare, lodging and meals for 7 days and 6 nights.

2) Spending allowance equivalent to $1,200 USD provided on a Global Rally Card. (Awarded only if the FBO attends the Rally)

3) A Rally Activity Allowance.

(h) 5,000 Total Case Credits (5K):

1) Airfare, lodging and meals for 8 days and 7 nights

2) Spending allowance equivalent to $2,200 USD provided on a Global Rally Card. (Awarded only if the FBO attends the Rally)

3) A Rally Activity Allowance.

4) Use of the VIP checkout in the Rally shopping area.

(i) 7,500 Total Case Credits (7.5K):

1) Airfare, lodging and meals for 8 days and 7 nights

2) Spending allowance equivalent to $3,200 USD provided on a Global Rally Card. (awarded only if the FBO attends the Rally)

3) A Rally Activity Allowance.

4) Use of the VIP checkout in the Rally shopping area.

(j) 10,000 Total Case Credits (10K):

1) Airfare, lodging and meals for 8 days and 7 nights.

2) Business Class flight accommodations to/from the Rally.

3) Spending allowance equivalent to $3,200 USD provided on a Global Rally Card. (awarded only if the FBO attends the Rally)

4) A Rally Activity Allowance.

5) Use of the VIP checkout in the Rally shopping area.

(k) 12,500 Total Case Credits (12.5K):

1) Airfare, lodging and meals for 8 days and 7 nights.

2) Business Class flight accommodations to/from the Rally.

3) Spending allowance equivalent to $5,200 USD provided on a Global Rally Card, plus $7,500 deposited into his/her bank by his/her local country office. (Awarded only if the FBO attends the Rally)

4) A Rally Activity Allowance.

5) Use of the VIP checkout in the Rally shopping area.

(l) 15,000 Total Case Credits (15K)

1) Airfare, lodging and meals for 8 days and 7 nights.

2) Business Class flight accommodations to/from the Rally.

3) Spending allowance equivalent to $5,200 USD provided on a Global Rally Card, plus $15,000 deposited into his/her bank by his/her local country office. (Awarded only if the FBO attends the Rally)

4) A Rally Activity Allowance

5) Use of the VIP checkout in the Rally Shopping area.

(m) 20,000 Total Case Credits (20K) (First Year)

1) Airfare, lodging and meals for 8 days and 7 nights.

2) Business Class flight accommodations to/from the Rally.

3) An exclusive, custom designed experience; plus a Spending allowance equivalent to $5,200 USD provided on a Global Rally Card, plus $15,000 deposited into his/her bank by his/her local country office. (Awarded only if the FBO attends the Rally)

4) A Rally Activity Allowance.

5) Use of the VIP checkout in the Rally Shopping area.

(n) 20,000 Total Case Credits (20K) (Subsequent Years)

1) Airfare, lodging and meals for 8 days and 7 nights.

2) Business Class flight accommodations to/from the Rally.

3) Spending allowance equivalent to $5,200 USD provided on a Global Rally Card, plus $25,000 deposited into his/her bank by his/her local country office. (Awarded only if the FBO attends the Rally)

4) A Rally Activity Allowance.

5) Use of the VIP checkout in the Rally shopping area.

13 Ordering Procedures

13.01 a) A Forever Preferred Customer orders directly from the Company or the Designated Distributor, at the Forever Preferred Customer Price (plus applicable tax) until becoming wholesale qualified. After that he or she purchases at the Wholesale Price (plus applicable tax). The company takes the responsibility for financial transactions between the FBOs and the company or its Designated Distributor, however; the company will not take any responsibility for financial transactions between individual FBOs and Forever Preferred Customers and retail FLP customers.

b) Forever Business Owners are requested to check their Order Forms/Emails/Faxes before submitting them at the counter or to the Orders Processing Department. All orders for products or literatures must be in writing and must have the following information on them:

1. Name, ID and contact details of the Forever Preferred Customer or FBO in whose name the order is to be processed.
2. Name and ID of the sponsor
3. Name, contact details and signature of the person placing the order
4. Products /Literatures and their quantities
5. Mode of payment along with proof of payment
6. Delivery address and contact details

(c) If any of the above information is missing, the company staff will remain within their right to reject the order as 'incomplete data submitted'.

(d) All orders must be placed with the Company or the Designated Distributor. Alternatively, Forever Business Owners may email to orders@flpindia.net to place orders as well as enquiries related to ordering or fax at +91 22 6641 4007.

(e) Multiple orders should not be clubbed in one order form. Every order must be on a separate order form.

13.02 In order for FBOs to qualify for a bonus generated for that month:

(i) All orders with appropriate payment must reach the company or the Designated Distributor by the last business day of the applicable month during working hours.

(ii) Orders placed on the Aloe Store (please follow link after entering your credentials on www.foreverliving.com) by 11:59 p.m. (IST) on the last calendar day of the applicable Month will be accepted towards your qualification for bonus generated for that Month.

(iii) All orders that have been processed must be collected from the counters before the end of the day. Since a sale can only be considered as completed once the delivery of the goods has taken place all invoices not delivered before the close of the month WILL STAND TO BE CANCELLED as such invoices will be considered as 'incomplete sales'. Therefore any case credits or bonuses accrued from this sale will not be counted for that process month.

13.03 All orders must be paid in full before processing. Acceptable forms of payment include:

i) Certified cheque*

ii) Cashier's cheque*

iii) Demand draft

iv) Personal cheque*

v) Money order*

vi) Debit Cards and Credit cards (Master/Visa/Rupay)

vii) E wallet modes – please check with your counters before processing payments

viii) Unified Payment Interface

ix) Cash

x) Effective 1st June 2018, all Direct Deposits will have to be sent along with AAF (Advance Allocation Form) specifying the FBO ID# against which the amounts are to be allocated/credited. The duly filled AAF along with the payment proof must be sent via email to directdeposit@flptrading.net or handed over to the cashier at any FLP India counter.

Incomplete AAFs and/or incomplete set of documents will NOT be accepted. Once the amount has been received in the Company's Bank Account, the amounts will be allocated to the FBOs whose names and amounts have been mentioned in the AAF. Once the amount has been allocated to an FBO, an OTP (One Transaction Password) will be sent by the system automatically through SMS to the registered mobile number of the FBO. While processing the order, the FLP representative will ask you to provide with OTP sent through SMS. Without the OTP the order CANNOT be processed.

*Please note in case of cheque payments, the order will be processed only after realization of the amount in the company bank accounts.

13.04 Minimum order is Rs. 1000/- worth of product, inclusive of applicable taxes.

13.05 A Forever Business Owner may not order more than 10 Case Credits in any calendar Month. Prior approval is required for purchases above 10 case credits in any calendar Month up to a maximum limit of 25 Case Credits. As per the Direct Selling Guidelines 2016, clause 5.6.f, A direct seller shall not Require or encourage direct sellers recruited by the first mentioned direct seller to purchase goods and / or services in unreasonably large amounts.

13.06 Check all orders upon receipt and notify the Company or the Designated Distributor (as the case may be) immediately of any discrepancy in name and ID details entered, or product condition and quantities no later than 10 days after receiving the products.

13.07 All orders are subject to and all deliveries conditioned on the final acceptance of the order by the Company or the Designated Distributor. The acceptance of payment accompanying the purchase orders is evidence of acceptance by the Company or the Designated Distributor (as the case may be).

13.08 When ordering a product that was the subject of a prior order, the Forever Business Owner is certifying to the Company that 75% of the prior order of that product has been sold, used or otherwise utilized. As detailed in the Direct Selling Guidelines 2016, clause 5.6.f, a Direct seller should not purchase nor encourage others to purchase products from the Company in in unreasonably large quantities.

13.09 Forever Business Owners are authorized to purchase FLP products for the purpose of using the products in their business and for their personal use in the country of their domicile. FBOs are not authorized to purchase FLP products for the purpose of exporting the said products outside India except for their personal and family use in a country where there is no office of FLP, without the prior written consent of the Company.

14 Re-sponsoring Policies

14.01 (a) An existing Forever Business Owner can re-sponsor under a different Sponsor provided that, during the preceding 12 months (effective from September 2017), he/she has:

1) Been an FBO, and

2) Not purchased or received any FLP products, either from the Company or from any other source, and

3) Not received payments of any kind from an FBO, and

4) Not sponsored any other individuals into the FLP business.

(b) The Forever Business Owner being re-sponsored must sign and have notarized an affidavit under penalty of perjury with respect to the above policy before re-sponsoring will be allowed.

(c) If there is a second-named person on the re-sponsoring FBO Business, who is not the spouse of the 1st named person, he/she will not be included as part of the re-sponsored FBO Business. Such second-named person is then eligible to re-sponsor under any FBO, having fulfilled the requirements listed in paragraphs (a) and (b) of this section.

If there is a second-named person on the re-sponsoring FBO business, who is the spouse of the 1st named person, he/she will not be included as part of the re-sponsored FBO business. Such second -named person (spouse) is then eligible to join under his/her spouse or spouse's sponsor.

If the spouse of a legally married FBO who is not being re-sponsored wishes to create his/her own Forever Business, he/she must do so by sponsoring directly under his/her spouse or directly under the spouse's Sponsor, without having to fulfill the requirements listed in paragraph 14.01 of this section.

(d) A re-sponsored Forever Business Owner begins again as a Forever Preferred Customer under the new Sponsor and loses any downline acquired to that point in all countries into which he/she was previously sponsored.

(e) A Re-sponsored Forever Preferred Customer counts as a newly sponsored Forever Preferred Customer for all incentives and promotions.

(f) If the re-sponsoring FBO is a Sponsored Recognized Manager, and has any 1st Generation Recognized Managers in his/her organization, these Managers will be classified as Inherited Managers in the newly appointed Sponsor's 1st Generation.

(g) The responsoring Sponsored Recognized Manager will continue to count toward his/her previous Sponsor's Manager pin level.

(h) A re-sponsoring form signed by both the Forever Business Owner and the intended sponsor will be required. Re-sponsoring is not an automatic right and the Executive Committee's decision to allow or disallow re-sponsoring shall remain final.

14.02 (a) If an FBO has different Sponsors in Countries which are subsequently combined into a single Operating Company, he/she may do either of the following:

1) Relinquish the Forever Business and any existing downline in the Country into which he/she last sponsored, provided that he/she has not purchased product or sponsored anyone within the last 24/12 months in that Country; and retain the Forever Business under the Sponsor who is on his/her original Application. He/She will retain the current sales level attained in the Marketing Plan. The downline of the relinquished business will move up to the next upline Sponsor.

2) Retain the separate Forever Businesses; that of the original Sponsor will be the primary in which he/she qualifies as Active each month. Upon so qualifying, the secondary Forever Business will receive an Activity Waiver.

15 International Sponsoring Policies

15.01 (a) This policy affects all International Sponsoring after May 22, 2002.

(b) A Wholesale Qualified FBO can be sponsored into a Country outside his/her Home Country by following the procedure outlined below:

1) The Forever Business Owner must contact the Head Office of his/her Home Country, or the country into which he/she wishes to sponsor, and request to be internationally sponsored into the desired country.
2) The Forever Business Owner's original ID number will be used in all countries into which he/she is internationally sponsored.
3) The Forever Business Owner's sponsor will be the person who appears as the sponsor on his/her very first signed FBO Application accepted in original by FLP, except in the case of a Re-sponsorship or a Forever Preferred Customer 6-month Sponsor change.
4) The Forever Business Owner will automatically start at the current attained Sales Level in all countries into which he/she is internationally sponsored.
5) When an FBO achieves a Sales Level with Case Credits from a single Operating Company, it becomes effective in that Company immediately upon qualification and is reflected in all other countries the following month. If the FBO achieves a Sales Level (Supervisor, Assistant Manager, Manager only) with Case Credits combined from multiple Operating Companies, it becomes effective in all countries on the 15th of the month following the qualification.
6) Upon achieving Active status (4cc) in the Home Country, the FBO will be considered Active in all other countries the following month, regardless of the Sales Level he/she has achieved.
7) If a Forever Business Owner who has not yet achieved Manager Sales Level in his/her Home Country is moved up to Manager level in a foreign country, he/she must be Active during the move up period and have at least 25 Personal and Non-Manager Case Credits either in the Home Country or in the country of move up during the final Month of move up in order to be a Recognized Manager.
8) When a Forever Business Owner changes residence to a different country, he/she must notify the FLP office in the old country of residence so that the address can be changed, and a new Home Country assigned.

(c) A Forever Preferred Customer can be registered and assigned to the same Forever Business Owner in multiple countries, however the Case Credit of his/her purchases cannot be combined from multiple countries for qualification as a Wholesale Qualified FBO.

16 Prohibited Activities

16.01 The Executive Committee's decision to terminate a Forever Business or to disallow, realign or adjust Bonuses, Case Credits, compensation or any incentive awards for any Forever Business Owner's involvement in activities or omissions that are not in conformance with Company Policies and the Code of Professional Conduct shall be final. Intentional acts of omission and disregard for the Company Policies and the Code of Professional Conduct by an FBO shall be severely dealt with which may include termination and legal action for damages.

Until investigations are completed, the FBO may be held under 'suspended' status which will prohibit him/her from placing order and may prohibit him/her from receiving profits and bonus payments, and sponsoring other FBOs.

16.02 Prohibited activities causing grounds for termination and liability for any damages caused by such acts include, but are not limited to, the following conduct:

(a) **Fraudulent Sponsoring.** A Forever Business Owner is prohibited from sponsoring individuals without the knowledge of and execution of a Forever Business Owner Application and Agreement by such individuals; the fraudulent sponsoring of an individual as an FBO; or the sponsoring or attempted sponsoring of non-existent individuals as FBOs or Customers ("phantoms") to qualify for commissions or bonuses. As per the Direct Selling Guidelines 2016 clause 5.6.b, such activity will constitute a direct violation under unfair recruiting practices.

(b) **Bonus Buying.** A Forever Business Owner is prohibited from ordering or encouraging their teams to order more product than required to meet immediate sales needs, and additional products may be purchased only after 75% of that product's inventory has been sold, consumed or otherwise utilized. An FBO is prohibited from purchasing products or encouraging other individuals to purchase products solely for the purpose of qualifying for bonuses, and from using any other mechanism by which strategic purchases are made to maximize commissions or bonuses when an FBO does not have a bona fide use for the products purchased. In order to ensure no inventory loading is occurring:

1) Each Forever Business Owner who orders product that was the subject of a prior order shall also be confirming and certifying to the Company that 75% of the prior order of that product has been sold or otherwise utilized. Each FBO should keep accurate records of monthly sales, which records can be subject to inspection by the Company upon reasonable notice. Such records will include reports reflecting inventory on hand at the end of the month. With reference to the Direct Selling Guidelines 2016, clauses 5.5 and 5.6.f, a direct seller shall keep proper book of accounts stating the details of the products, price, tax and the quantity and such other details in respect of the goods sold by him/her, in such form as per applicable

law. The Direct Seller shall not encourage his team members and other direct sellers to purchase goods and / or services in unreasonably large amounts.

2) The Company and the Designated Distributor will be liberal in its application of the buy-back policy on termination of a Forever Business, but the Company and the Designated Distributor will not repurchase products or issue refunds on products certified as having been consumed or sold. Falsely representing the amount of product sold or consumed in order to advance in the marketing plan shall be grounds for termination.

3) To discourage the Forever Business Owner from encouraging other FBOs to circumvent the inventory loading prohibition, the Company will charge back to a terminated FBO's upline any bonuses paid on product returned from a terminating FBO.

(c) **Proxy Purchasing.** A Forever Business Owner is prohibited from purchasing product in any other than his/her own name.

(d) **Retailing of Products.** In addition to retail activities, an FBO is prohibited from selling product to any FBO other than his/her personally-sponsored FBOs, but at not less than wholesale price (plus taxes). Any other sale to another FBO, either directly or indirectly, is a prohibited transaction for both the selling and the buying FBO. The equivalent Case Credit of such a prohibited sale shall not be allowed for purposes of meeting the Active requirement or qualification requirement for any other benefits within the Marketing Program. Resulting adjustments shall be made for this non-compliance.
In order to maintain uniformity in prices and to safe guard the interest of all FBOs, FBOs must sell their FLP products at a price no less than WHP (plus Tax).

(e) A Forever Business Owner is prohibited from engaging in activities that are prohibited in all sections of 17.10, 19.02, and 20 as set forth herein.

(f) A Forever Business Owner is prohibited from appearing in, being referenced in, or allowing the FBO's name or likeness to be featured or referenced in any promotional, recruiting or solicitation materials for another direct sales company.

(g) A Forever Business Owner is prohibited from any action or failure to act which evidences intentional disregard and gross negligence of Company Policies and the Code of Professional Conduct. As per clause 5.6 and all its sub clauses, of the Direct Selling Guidelines 2016, the FBO shall not make any representation relating to the Company, its Marketing plan or its products, including remuneration system and the agreement between the Company and the FBO in a false and or misleading manner.

(h) **Selling in Stores.**

1) Except as herein provided in this Section below, a Forever Business Owner is prohibited from permitting Company products to be sold or displayed in retail stores, military PXs, swap meets, flea markets, or like exhibitions. However, exhibitions for a period of less than one week in a twelve-month period at the same venue are considered temporary

and are therefore permitted after receiving written approval from the Corporate Office.

2) A Forever Business Owner who has a service-oriented office, barber shop, beauty shop or health club is permitted to display and sell products within that office, shop or club. However, exterior signs or window displays by such FBO to advertise the sale of Company products are prohibited.

3) A Forever Business Owner is prohibited from selling or marketing Forever brand product except that it be in its original packaging. However, products may be promoted and served in restaurants by the glass or portion.

(i) **Using Unauthorized Literature.** The Company's prior written approval is required to use, produce or sell any sales aid or materials, other than those provided by FLP.

1) An FBO is prohibited from promoting or selling any sales aids, training materials, websites or Apps not provided by FLP, except to FBOs within his or her own downline. Such materials offered for sale to his or her own downline must be approved by FLP (for content and pricing), and be sold at a reasonable price. As per the Direct Selling Guidelines 2016, clause 5.6.g, the FBO shall not coerce the sale of such literatures or training materials to prospective or existing FBOs.

(j) **Selling Online.** A Forever Business Owner is prohibited from transacting the sale of Forever product using any internet based sales channel other than the Company provided website of the Aloe Store, through foreverliving.com.

(k) **Selling to Others for Resale.** A Forever Business Owner is prohibited from selling FLP products to anyone for the purpose of resale or entrusting others to sell FLP products.

(l) **Sponsoring a Forever Business Owner into Another Company.** A Forever Business Owner is prohibited from, directly or indirectly, contacting, soliciting, persuading, enrolling, sponsoring or accepting any FBO, FLP customer or anyone who has been an FBO or Customer within the last twelve (12) months, into, or encouraging any such person in any way to promote opportunities in marketing programs of any direct sales company other than FLP.

(m) A Forever Business Owner is prohibited from disparaging other FBOs, FLP's products/services, the Marketing and Compensation Plan, or FLP's employees to other FBOs or third-parties. Any questions, suggestions or comments regarding these issues should be directed in writing to company's corporate offices only.

(n) **Making Product Claims.** FBOs may not make any representation, expressly or by implication, that Forever products can prevent, diagnose, treat or cure any disease or medical condition. Forever products that are intended to be ingested into the body are purely nutritional and/or nutritional supplements and are, therefore, regulated throughout the world as food. Forever products that are intended to be used on the body are regulated throughout the world as cosmetics. Forever does not produce or distribute any products that are to be considered or described as a medicine, treatment or cure.

(o) **Making Earnings Claims.** Forever Business Owners may not make any representation, expressly or by implication, regarding the amount or level of income, including full-time or part-time income, that a prospective FBO can reasonably expect to earn. Implied representations of income that an FBO reasonably can expect to earn include, but are not limited to, representations and/or images used to show a dramatically improved, luxurious or lavish lifestyle. In view of this the Direct Seller is obligated to comply with the Direct Selling Guidelines 2016, clauses 5.6.b and 5.6.c, by not using misleading, false, deceptive, and / or unfair recruiting practices, including misrepresentation of actual or potential sales or earnings and advantages of Direct Selling to any prospective direct seller, in their interaction with prospective direct sellers or by making any representation to a prospective direct seller that cannot be verified or make any promise that cannot be fulfilled.

(p) **Operating Business by Proxy.** A Forever Business, and any resulting downline, created or operated by proxy, either intentionally or inadvertently, is prohibited, and shall be adjusted for compliance with Company Policies and the Code of Professional Conduct by the Executive Committee.

(q) **Exporting Product.** An FBO is prohibited from exporting or importing products for commercial use to a country where said products are not registered, formulated, or labelled in accordance with jurisdiction and law of the country where FBO is attempting to export said products.

(r) **Advertising Price of Product**. A Forever Business Owner is prohibited from any form of advertising of our products at any price below the Maximum Retail Price. This includes a stated price or any other pricing formula that reduces the price paid for any Forever product to below that of MRP.

(s) An FBO is prohibited from attempting in any manner to induce, coerce or persuade any other FBO to terminate his or her position, cease doing business or reduce his or her business building activities for any reason.

(t) **Improper Conduct.** Forever shall have the exclusive right to terminate an FBO's distributorship, without notice, if he/she engages in conduct that, in Forever's reasonable judgment:

1) is contrary to the spirit of Forever;
2) is unbecoming of a representative or FBO of Forever;
3) is or could be harmful to the interests of Forever; or
4) does or could bring Forever into disrepute.

Upon termination under this Section (t), FBO is forbidden from making derogatory or disparaging statements concerning Forever to any third party.

(u) **FBO Operated Training Centres.** Forever Business Owners may set up training rooms and offices for the purpose of meetings and trainings with their teams and new prospects. Approval for such training centres must be taken from the Company in writing, by submitting a Training Centre application form available on request from the marketing team at the Head Office along with the required images and documentation as requested in the application.

17 Company Policies

17.01 (a) The Forever Business Owner relationship with FLP is one of a contractual nature. Only adult individuals, 18 years of age or older, may contract with FLP to be an FBO. In conformation with the Direct Selling Guidelines 2016, clause 1.11.c, a new prospect is not required to pay any entry/registration fee including any costs for the FBO application and Company prospectus. The cost of the application form is to be borne by the sponsor.

A Forever Business Owner, upon joining the company becomes as Direct Seller of the Company, as per the definition prescribed under the Direct Selling Guidelines 2016 – clause 1.4 "Direct Seller" means a person appointed or authorized, directly or indirectly, by a Direct Selling Entity through a legally enforceable written contract to undertake direct selling business on principal to principal basis.

For the purpose of the above definition with reference to the Direct Selling Guidelines 2016, clause 1.7, a "Direct Selling Entity" refers to the company which sells, or offers to sell goods or services through a direct seller.

Forever Business Owner Application Process:

i. An individual can become a Forever Preferred Customer of Forever Living Products by either: (a) completing the physical copy of the Forever Business Owner Application (hereinafter referred to as "FBO Application"); or (b) by completing the on-line FBO Application. Individuals signing up via the on-line FBO application process will be prompted to print and sign the on-line form in 3 copies. Sponsoring Forever Preferred Customers online is only permissible on the official Company website at The company will take appropriate steps to ensure the protection of all private information provided by a consumer.

ii. Acceptance of FBO Application: All FBO Applications will be accepted by the company whether or not accompanied by an order.

iii. FBO Application that are submitted with an order will be accepted directly at the counters provided they are accompanied by the required documentation.

iv. FBO Application not accompanied by an order, will have to be submitted via the online registration facility at the official company website. The signed physical copies of the same must be submitted at the counters or at the Company Corporate Office within 30 days of the online sign up process. Until the

verification process is completed and the signed FBO Application is accepted by the Company in original, it will have a "Pending" status.

v. In order for an FBO Application to be approved and made effective by the Company, all individuals must submit the original signed copies of the FBO Application along with the required documentation to the company offices or any office of the Designated Distributor of the company, and complete the FBO Application verification process.

vi. Pending Status: Forever Preferred Customers with Pending status cannot purchase products and have access to FLP360. Only once the signed original FBO Application along with the required documentation is received and verified by the company, the Pending status will change to Activated in the system.

vii. FBO Application Verification Process: All signed FBO Applications must be received in 3 original copies by the company, with the photocopies of the following documents, each self-attested and marked with your Forever Business Owner ID number:

1. Self-Attested copy of address proof and.

2. Self-Attested copy of the PAN card.

As per the Direct Selling Guidelines 2016, clause 3.3.b, it is mandatory for a Direct Seller to provide the Company with verified proof of address, proof of identity and PAN.

viii. As per the Direct Selling Guidelines 2016, clause 3.3.b, it is mandatory for a Direct Seller to provide the Company with verified proof of address, proof of identity and PAN.

ix. Upon verification of the physical documents submitted by the individual, the Company shall provide an acknowledgement of the FBO Application to the Forever Preferred Customer. The FBO Application will then be changed from a "Pending" to an "Activated" status.

x. Upon activation of the application form, the FBO is now registered as a Forever Business Owner with the Company. He/she is obligated to activate his password and ID to access his business information from the company website – www.foreverliving.com. As per the Direct Selling Guidelines 2016, clause 3.2, it is required for the FBO to issue their own ID card from the website free of cost, before commencing any business activity. They may also apply for a Gold ID Card (charged at Rs. 50) by submitting their photographs accompanied with a form to the Company.

(b) A Forever Business Owner is considered an Independent Contractor, and is required to conduct his/her business within the terms of the Forever Business Agreement, and in compliance with the Company Policies and the Code of Professional

Conduct that are applicable in the country in which he/she is conducting business. All Independent Contractors must also comply with the law of the land in running their business.

(c) A Forever Business consists of the person(s) named on the Forever Business Owner Application on file at the Home Office.

(i) Forever Business with 2 names on the FBO Application, which was set up prior to 1st April 2015, may opt to become single name FBO Application after requesting for the spouse name to be deleted from the FBO Application. In this event, the deleted spouse can sign another FBO Application only under the spouse's ID at the level of Forever Preferred Customer. Such FBO Application will not be allowed to avail the Forever Preferred Customer 6 month sponsor change policy.

If the spouse of a legally married FBO wishes to create his/her own Forever Business, he/she must do so by sponsoring directly under his/her spouse or directly under the spouse's Sponsor.

(d) A Forever Business Owner shall be held responsible to properly manage his/her Forever Business, specifically, but not limited to, preventing Family members from using information obtained through such Forever Business, to circumvent compliance of Company Policies and the Code of Professional Conduct required or evolving from the Forever Business of the FBO. An FBO's failure to properly manage his/her Forever Business may result in termination.

(e) In the event that the downlines of a Forever Business Owner sponsor into a foreign country and the FBO has not previously been sponsored into that country, the FBO will be automatically sponsored into that foreign country and agrees to the prevailing policies and local laws of that foreign country and agrees to be bound by the dispute resolution policies set forth herein.

17.02 The Company agrees to sell the Forever Business Owner product through its Designated Distributor and pay volume bonuses as provided in the Company Marketing Plan, provided the FBO is not in violation of such FBO's contract with the company.

17.03 A Forever Business Owner may develop his/her own marketing techniques, so long as he/she is not in violation of any Company, state, federal or jurisdictional rules, regulations or statutes. In view of this the Direct Seller is obligated to comply with the Direct Selling Guidelines 2016, clauses 5.6.a and 5.6.d, where he/she must not present marketing techniques or advantages of Direct Selling in a misleading, deceptive manner or follow unfair trade practices.

17.04 Any transfer other than by inheritance of a Forever Business, without prior Company approval, is prohibited

and any such transfer shall be void. For the purpose of this provision, a change of beneficial interest of a Trust held Forever Business shall be treated as a transfer, which requires written approval by the Company to be valid.

17.05 Except as herein provided, a Forever Business Owner is prohibited from, directly or indirectly, changing Sponsors. The Company will only consider the first valid FBO Application signed and received in original by the Company or its Designated Distributor. Subsequent FBO Applications shall be disallowed.

17.06 When a Forever Business Owner changes residence to a different country, he/she must notify the old country of residence so that the address can be changed and a new Home Country assigned.

17.07 **Errors or Questions.** If a Forever Business Owner has questions about or believes any errors have been made regarding bonuses, downline activity reports, charges, or changes, the FBO must notify the Company within sixty (60) days of the date of the purported error or incident in question. The Company is not responsible for any errors, omissions or problems not reported within sixty (60) days.

17.08 **Voluntary Termination.**

(a) A Forever Business Owner may terminate his/her Forever Business by submitting a written request, signed by all named individuals appearing on the current approved Forever Business. The effective termination date is the date on which the Company processes the termination request. The terminating FBO forfeits the current sales level and all downlines, including those in foreign countries, established at the time.

(b) Once a Forever Business Owner terminates, the spouse (if on the same FBO Business) is also considered terminated.

(c) After 12 months, a terminated Forever Business Owner may reapply subject to the company's approval. Upon such approval the FBO will enter at the Forever Preferred Customer, and will not have the previous downline organization restored.

(d) If the terminating FBO is a Sponsored Recognized Manager and has any 1st Generation Recognized Managers in his/her organization, these Managers will be classified as Inherited Managers to the newly appointed Sponsor.

(e) The Terminated Sponsored Recognized Manager will continue to count towards his/her previous Sponsor's Manager pin level.

17.09 **Termination or Suspension for Cause.**

(a) Termination means a severance of all domestic and international privileges and contractual rights available to a Forever Business Owner, including the privilege to buy and distribute the products. The Termination will result in the inability to qualify for Bonuses, and severance of participation in all other benefit programs sponsored by the Company.

(b) A terminated Forever Business Owner shall, upon demand by the Company, be liable to repay, return or compensate the Company for any benefit programs, prizes, inventories, or bonuses received from the Company from and after the date of the activities causing such Termination. After recouping any costs or damages resulting from the terminated FBO's conduct, forfeited bonuses, caused by such Termination, shall be paid to the next qualifying FBO upline who is not in violation of any of the Company Policies and the Code of Professional Conduct.

(c) After one year (12 months), a terminated Forever Business Owner may reapply subject to Home Office approval. Upon such approval the FBO will enter as a Forever Preferred Customer, and will not have the previous downline organization restored.

(d) Suspension is a temporary status that prohibits a Forever Business Owner from placing orders and may prohibit them from receiving profit and bonus payments, and sponsoring other FBOs.

(e) The profits and bonuses of a Suspended Forever Business Owner shall be held until the FBO is either reinstated or terminated. If reinstated, the withheld payments shall be paid to the FBO; otherwise they shall be disbursed in accordance to the marketing plan.

(f) If the terminated FBO is a Sponsored Recognized Manager and has any 1st Generation Recognized Managers in his/her organization, these Managers will be classified as Inherited Managers to the newly appointed Sponsor.

(g) The Terminated Sponsored Recognized Manager will continue to count towards his/her previous Sponsor's Manager pin level.

17.10 **Internet Policies.**

(a) **Selling Products Online**. Each Forever Business Owner will be offered the opportunity to purchase a Company-approved FBO website, FLP360, for marketing products and the business opportunity. Online orders will be fulfilled only on the Designated Distributors webstore through www.foreverliving.com. This internet link is arranged so that the FLP pages will remain within the FBO's website. The guests virtually never leave the FBO's website. In order to maintain the integrity of FLP's brand name, product line and the FBO/Customer relationship, an FBO is prohibited from selling any FLP brand products online through an independent website. E-Commerce sales can only be made directly by or through a link to the Designated Distributors Company webstore at www.foreverliving.com.

(b) Sponsoring a Forever Business Owner online via an online FBO Application is prohibited outside of the direct application or link to the official Company website at www.foreverliving.com.

(c) A Forever Business Owner may not use the name "Forever Living Products" or any of its trademarks, trade names, product names, domain name (URL) or copy or use any Company materials from any source that may result in misleading or confusing the user into thinking the FBO's website is that of the Company or any of its official affiliates. FLP product names are strictly proprietary to the Company and cannot be used by any FBO as a sponsored link or for any other unauthorized use. An individual FBO website must clearly indicate that it represents an Independent Forever Business Owner who is not an agent of the Company or any of its worldwide affiliates.

(d) **Electronic Advertising.** Independent Forever Business Owner websites that have been approved by the Company, or are as part of an online banner or display ads that conform to the Company's advertising guidelines and have been approved by Company, will be allowed. Online banners or display ads must be submitted to the Company for approval prior to posting online and must link a user to the Company website or an independent FBO website that has been approved by the Company. All electronic advertising is subject to and controlled by the Company Policies and the Code of Professional Conduct relating to advertising and promotional guidelines.

17.11 **Compliance of all Indian laws and Independent Forever Business Owner:**

(a) The Forever Business Owner is an independent non-exclusive contractor/FBO and **not an agent,** employee, partner or legal representative of the Company for any purpose whatsoever. Each FBO shall be responsible for his/her own business, and shall comply with Indian laws including but not limited to the Central, State and local statutes and regulations and all applicable laws including licensing and taxation laws etc. The Forever Business Owner shall be solely responsible for all payments for any goods or services supplied to the FBO in the course of the business.

(b) The Company is legally bound to make any bonus payments that may be due to only those Forever Business Owners who are Indian Residents and hold a valid Permanent Account Number ("PAN") for income tax purposes. Any such payments will be held back by the Company until proof of PAN is provided to the Company. The Company may, at its discretion, make bonus payments to Forever Business Owners (who have not furnished their PAN details) after withholding tax at a rate of 20 percent plus applicable surcharge and education cess (if any) of such accrued bonus payments for a short period.

(c) Bonuses and/or incentives earned by the Forever Business Owners are inclusive of all government taxes and levies (direct and indirect).

18 LEGAL

18.01 **Grievance Redressal/Dispute Resolution/Waiver of Jury Trial.**

(a) If a grievance, complaint, controversy or claim arising out of or relating to the Forever Business Owner relationship or FLP products, this should first be resolved by negotiations. The company encourages its FBOs to first contact the sponsor and his/her upline managers to resolve any such complaints or disputes. If their complaints are not addressed to their satisfaction, the company invites them to lodge their complaints with the 'Grievance Redressal Committee' which has been set up in conformation of the Direct Selling Guidelines 2016, clause 7.4 and all its sub clauses.

The Grievance Redressal Committee will be responsible for addressing all complaints submitted to the Company related to the Forever business. This Committee comprises of following 3 officers of the company –

- Country Sales Manager - Mr. Harish Singla
- Director - Mrs. Nikita Naterwalla
- Sr. Head of Finance & Company Secretary - Mr. Vishal Tibrewal

Under the guidance of this Committee, all grievances recorded either by FBOs or Customers shall be addressed directly by the Company.

If these cannot be resolved, the Company and FBO agree that in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, he/she will waive his/her respective rights to a trial by jury and settle the dispute by submitting the dispute to the Local Arbitration, in Mumbai, India, in accordance with the written procedures adopted by the Company for resolution of disputes in accordance with the written Dispute Resolution Policy currently in effect and available on the Company's website at www.foreverliving.com. Mumbai, India shall be deemed the sole and exclusive place for jurisdiction and venue of any dispute between the company and the FBO, and if appropriate, under the Company's dispute resolution procedures, a court of competent jurisdiction located in Mumbai, India. The Forever Business Owner Application and Agreement shall be governed in all respects by the laws of India.

For the purpose of investigation of any disputes raised, the Company will send, in writing, queries arising during the process of the investigation in order to provide a fair hearing to both parties of the dispute. The FBO is obligated to respond to all the queries raised by the Company within the stipulated time period stated in the letter/notice. In the event no response is received from the FBO despite two (2) reminders, the Company will remain within its right to deem such silence as acceptance of the accusations raised against the FBO and on the basis of which the FBO can be held liable for Suspension or Termination by the Company.

(b) Participating in the international sponsoring program is a privilege that gives each Forever Business Owner the chance to benefit from FLP's international network of companies. The international sponsoring program is monitored from FLP's home office in Maricopa County, Arizona. An FBO participating in the international sponsoring program agrees and consents to any disputes arising out of or relating to the FBO relationship or FLP products, involving any of the FLP affiliated companies, shall be resolved through binding arbitration in Maricopa County, Arizona, pursuant to www.foreverliving.com and Forever Living Products International, LLC's current dispute resolution policies as set forth above and stated on FLP's Company website at www.foreverliving.com.

18.02 **Testamentary Transfers.**

(a) The transfer or assignment of a Forever Business is prohibited except in the event of death or legal separation or divorce.

(b) All Forever Business Owner Applications that contain two signatures, regardless of when signed, shall be treated as creating a Joint Tenancy with Right of Survivorship. If the Forever Business Owner lives in a community property state, the treatment will be that of Community Property with Right of Survivorship. On the confirmation of death of any one of the two signing FBOs, the Forever Business will automatically be transferred to the survivor of the two. This will be the case regardless of what is stated in a Will of the first FBO to be deceased. In addition, this means that when two persons have signed on the Forever Business Owner Application the survivor of the two will be the sole FBO after the death of the first. If an FBO does not wish this result, they must contact the Home Office to express his/her needs and to determine if such needs can be accommodated. Keep in mind that no change in a Forever Business can be made during your lifetime except in the case of a legal separation or divorce.

(c) If the Forever Business Owner Application of a legally married person has checked the marital status box as being Married, but the application only contains the signature of one of the married parties, the company will treat the Forever Business as being a Joint Tenancy with Right of Survivorship.

(d) Forever Business Owner Applications that have the marital status box checked as being single and with only one signature will be treated by the company accordingly.

(e) To transfer a single person's Forever Business on death, such Forever Business Owner must have a Will or use of a Grantor's Trust.

(f) The Company recognizes Joint Tenancy with Right of Survivorship and use of Grantor Trusts as legal means of holding a Forever Business and in the event of a Forever Business Owner's death, a means of transferring the Forever Business to the Survivor or named beneficiary respectively without having to go through probate proceeding to get the property to the intended heir.

(g) If the Forever Business is held in a Business Entity, the death of the primary shareholder will not remove the Forever Business from the Business Entity so long as the ownership of the Business Entity remains in conformity with Company policies governing ownership of such Business Entity. The transfer will be recognized by the Company when a court order or legal documents addressing the transfer are submitted to and approved by the Company.

(h) Within six (6) months following the date of Forever Business Owner's death, the surviving FBO, trustee or estate representative shall provide notification of such death to his/her Domestic Home Office of FLP. Such notice is to include a certified copy of the death certificate, a certified copy of the Will or Grantor's Trust, or Court Order, authorizing the transfer of Forever Business to a qualified successor. After six (6) months from the date of death, FLP may remove the deceased Forever Business Owner from the Forever Business. Giving timely notification and providing the required documentation for a successor's interest, will be required to prevent a suspension and/or termination of the Forever Business. If based on valid reasons, a request for a reasonable extension of time to provide transfer documents may be submitted to the deceased FBO's FLP Domestic Home Office prior to the end of the six (6) month period. FLP reserves the right to make payments to the joint survivor, beneficiary, trustee or legally authorized personal representative of the estate of a deceased FBO pending the timely submission of appropriate legal documentation.

(i) The inheritable rights to a Forever Business are limited and restricted as follows:

1) The heir must be a person who can qualify as a Forever Business Owner.

2) Because the heir must be an adult individual, a trust or guardianship may have to be established for multiple heirs or minor children. In the event a trust is established, a copy must be placed on file with FLP. Its terms must clearly allow the trustee to act as an FBO. A guardian or a trustee of a testamentary trust must be appointed by the court of proper jurisdiction and receive specific approval to be an FBO on behalf of the minors.

3) A trustee or guardian shall retain the FBO status so long as the Forever Business Owner agreement is not violated, until the beneficiaries have attained the age of majority, and an heir accepts the responsibility of operating the Forever Business with prior approval of the court.

4) A trustee, guardian, spouse or other representative-type Forever Business Owner shall be responsible for the actions of the beneficiary, ward, or his/her spouse for purposes of following the policy terms of the Forever Business Owner agreement. A violation of Company Policies and the Code of Professional Conduct by any of the above individuals may result in termination of the Forever Business.

5) The inheritable Forever Business position within the Company Marketing Plan is limited to recognition at no higher than that of Manager. However, bonuses shall be paid at the same levels and requirements as held by the deceased. All Sponsored Managers belonging to the Forever Business will be reclassified as Inherited Managers, who can subsequently qualify as a Sponsored Managers as outlined in Section 5.04(e). Forever Business positions below Manager shall be inherited at that level.

18.03 **Transfers Due to Divorce.**

(a) During a pending divorce or negotiation of a property settlement, the Company will continue to disburse payments to the Forever Business Owner as was done prior to the pending action.

(b) In the event of divorce or a legal separation, a legally enforceable property settlement agreement may decree the Forever Business be granted to one spouse or the other. The Forever Business cannot, however, be partitioned. Only one adult individual will be entitled to retain the current downline of this Forever Business. The other spouse may choose to establish their own Forever Business at the same level of the Marketing Plan as established with the ex-spouse. Such other spouse must use the original sponsor. The other spouse's new Forever Business shall be treated by the sponsor as Inherited until re-qualified.

19 Restrictive Covenants

19.01 To the extent permitted by law, the Company, its directors, officers, shareholders, employees, assigns and agents (collectively referred to as "Associates") shall not be liable for, and the Forever Business Owner releases the Company and its Associates from and waives all claims, for any loss of profits, indirect, direct, special or consequential damages, and for any other losses incurred or suffered by the FBO as a result of: (a) FBO's breach of the Forever Business Owner Agreement of FLP Company Policies and the Code of Professional Conduct and Procedures; (b) the promotion or operation of the FBO's Forever Business and FBO's activities related to it; (c) FBO's incorrect or wrong data or information provided to FLP or its Associates; or (d) the FBO's failure to provide any information or data necessary for FLP to operate its business, including without limitation, FBO's enrollment and acceptance into the FLP Marketing Plan and the payment of volume bonuses; or (e) transfers pursuant to death, legal separation or divorce of an FBO. EACH FBO AGREES THAT THE ENTIRE LIABILITY OF THE COMPANY, AND ITS ASSOCIATES FOR ANY CLAIM WHATSOEVER RELATED TO THE RELATIONSHIP OF AWARENESS INCLUDING, BUT NOT LIMITED TO, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR EQUITY, SHALL NOT EXCEED, AND SHALL BE LIMITED TO, THE AMOUNT OF PRODUCTS FBO HAS PURCHASED FROM THE COMPANY OR ITS DESIGNATED DISTRIBUTOR THAT ARE IN RESALABLE CONDITION.

19.02 **Limited License to Use Company Marks.**

(a) The name "Forever Living Products" and symbols of FLP and other names as may be adopted by FLP including FLP Product names are proprietary trade names and trademarks of the Company.

(b) Each Forever Business Owner is hereby licensed by the Company to use FLP's registered trademarks, service marks, and other marks (hereinafter collectively referred to as "Marks"), in conjunction with the performance of the FBO duties and obligations under the Forever Business Owner Agreement and the corresponding policies and procedures. All Marks are and shall remain the exclusive property of "FLP". The Marks may only be used as authorized by the Forever Business Owner Agreement and the Company's corresponding policies

and procedures. The license granted herein shall be effective only as long as the FBO is in good standing and in full compliance with FLP's policies and procedures. However, it is prohibited for an FBO to claim any ownership of FLP's Marks (i.e., registering for a domain name using the name "FLP", "Forever Living", or any other FLP Mark in any way, shape or form) unless it has been approved in writing by FLP. These Marks are of great value to FLP and are supplied to each FBO for each FBO's use in an expressly authorized manner only.

(c) Forever Business Owners may not use any written, printed, recorded or any other material in advertising, promoting or describing the product or FLP marketing program, or in any other manner, any material which has not been copyrighted and supplied by FLP, unless such material has been submitted to FLP and approved in writing by FLP before being disseminated, published or displayed.

(d) FBOs may not alter any packaging, labels, or directions for use for any FLP Products, or recommend that a Product be used in any way other than as indicated by the Company literature.

20 Confidential Information and Nondisclosure Agreement

20.01 (a) Downline reports and all other reports and genealogical information, including, but not limited to, downline sales organization information and commission recap statements, are private, proprietary and confidential to FLP.

(b) Every Forever Business Owner who is provided with such information must treat it as private and confidential and take care to maintain its secrecy and refrain from making any use thereof for any purpose other than the management of his/her downline sales organization.

(c) A Forever Business Owner may have access to private and Confidential Information which he/she acknowledges to be proprietary, highly sensitive and valuable to the Company's business and is being made to him/her solely and exclusively for purposes of furthering the sale of FLP products and prospecting, training and sponsorship of third parties who may desire to become FBOs and to further build and promote his/her FLP business.

(d) "Trade Secret" or "Confidential Information" shall also mean information, including a formula, pattern, compilation, program, device, method, technique or process, that:

1) derives independent economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and

2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(e) Whenever the Company makes information available to the Forever Business Owner, it shall be for the sole purpose of conducting FLP business.

(f) A Forever Business Owner is prohibited from using, disclosing, duplicating or otherwise making any Trade Secret or Confidential Information available to anyone other than FBOs, without the prior written consent of the Company.

(g) A Forever Business Owner is prohibited from, directly or indirectly, using, capitalizing upon or exploiting any Trade Secret or Confidential Information for his/her own benefit, or for the benefit of anyone else, other than for the purpose of conducting his/her FLP business.

(h) A Forever Business Owner shall maintain the confidentiality and security of the Trade Secret and Confidential Information in his/her possession and to protect against disclosure, misuse, misappropriation or any other action inconsistent with the Company's rights.

(i) **Further Restrictive Covenants.** In consideration to the Company for the receipt of Trade Secret or Confidential Information, the Forever Business Owner inherently agrees that for the term of the Forever Business, the FBO shall not take or encourage any action, the purpose or effect of which would be to circumvent, breach, interfere with or diminish the value or benefit of the Company's contractual relationships with any FBO. Without limiting the generality of the foregoing, for the term of the Forever Business, the FBO agrees not to directly or indirectly, contact, solicit, persuade, enroll, sponsor or accept any FBO, FLP Customer or anyone who has been a Forever Business Owner or Customer for the last twelve (12) months, into, or to encourage any such person in any way to promote, opportunities in marketing programs of any direct sales company other than FLP.

(j) The agreements contained in the "Confidential Information" section of these policies shall remain forever and in perpetuity. The agreements contained in the "Further Restrictive Covenants" section of these policies shall remain in full force and effect during the term of the previously executed Forever Business Owner Agreement between the Company and the Forever Business Owner, and thereafter until the later of one (1) year from the latest receipt of any Confidential Information or twelve (12) months after the expiration and termination of such Forever Business Owner Agreement.

21 Code of Professional Conduct

21.01 **Integrity, Respect, Diligence**

(a) We take great pride in not only on what we achieve, but how we achieve it. In fact, much of the Company's appeal to prospective new Business Owners is its well-deserved legacy of integrity, the respect we show to others and the diligence with which we build successful Forever businesses. As a Business Owner, we invite you to examine more closely your role in maintaining these core values and the underlying standards of conduct in a manner that will add to our legacy and ensure our long term mutual success. Failure to abide by the principles outlined in the Code of Professional Conduct may result in disciplinary action up to and including termination.

21.02 **Effort, Sacrifice and Dedication**

(a) Forever Business Owners teach the principles of direct sales and network marketing to their teams, emphasizing that, like any other worthy pursuit, it requires effort and sacrifice to be successful. The flexibility and financial freedom afforded by the Forever Opportunity are earned by those who dedicate themselves to a routine of hard work over an extended period of time.

21.03 **Forever Business Owners Are Builders**

(a) Forever Business Owners are builders. They build their individual retail businesses, their first line sponsored business and their multi-generational team. There is no place for tearing down, dismantling or discouraging others from building their respective businesses.

21.04 **No Medical, Lifestyle or Income Claims**

(a) Forever Business Owners are truthful when prospecting by not making exaggerated claims about the Company, the capabilities of its products or the rewards available within its Marketing Plan whether in person or via social media. This includes medical claims and income projections of any kind.

21.05 **Loyalty**

(a) Forever Business Owners are loyal to the Company, its staff and representatives, and fellow Business Owners at all times, avoiding gossip, criticism and internal 'politics'.

21.06 **Proud Professional Direct Seller**

(a) Forever Business Owners look and act the part of a proud professional direct seller and network marketer. As mandated in the Direct Selling Guidelines 2016, clauses 5.1 and 7.1, the FBO must carry his Identity card and not visit the customers premises without an appointment. They must also ensure the protection and confidentiality of any personal information collected by them from their prospects.

21.07 **Teach Good Networking Principles**

(a) Forever Business Owners teach their Downline Business Owners and teams good principles of networking and personal conduct.

21.08 **Positive Attitude**

(a) Forever Business Owners display a positive attitude in both speech and behavior, whether in person or via social media, to all Business Owners, in a spirit of co-operation and teamwork.

21.09 **Support Fellow Business Owners**

(a) Forever Business Owners are willing to help their own teams as well as give support to fellow Business Owners and their teams so that all benefit from a successful, vibrant, active local community of Business Owners.

21.10 **Compliance With Company Policies, Code of Professional Conduct, DSA and DSG Code of Ethics**

(a) Forever Business Owners are aware of and comply with all aspects of the Company Policies, Code of Professional Conduct, the Direct Selling Guidelines 2016 regulated under the Ministry of Consumer Affairs and the DSA Code of Ethics.

21.11 **Participation in Company Events**

(a) Forever Business Owners at the Manager Level attend a majority of Company events and promote Company events to their team.

21.12 **Lead By Example**

(a) Forever Business Owners lead by example by sponsoring new frontline Business Owners, achieving monthly 4 Case Credits and striving to qualify as Leadership Managers and to achieve the Earned Incentive, Chairman's Bonus, Eagle Manager Retreat and Global Rally.

21.13 **Avoid Excessive Product Purchasing**

(a) Forever Business Owners encourage those they sponsor to carry product inventory appropriate to their needs for personal consumption and direct sales activity and to avoid excessive buying.

21.14 **Integrity in Sponsoring**

(a) Forever Business Owners insist that prospective Business Owners are sponsored under the Business Owner who introduced them to the Forever Opportunity; and refrain from sponsoring another Business Owner's prospect.

21.15 **Dealing with Challenges, Issues and Problems**

(a) Forever Business Owners deal with challenges, issues and problems personally and do not share them with Business Owners who are not personally involved, nor post them on social media. They use proper lines of communication for seeking answers or expressing concerns, beginning with their sponsor and moving upline or to the Company for further inquiry.

21.16 **Refrain from Promoting Non-Forever Product or Service**

(a) Forever Business Owners refrain from promoting and/or selling any non-Forever product or service without prior written approval of the International Home Office.

21.17 **Excessive Charges for Meeting Attendance**

(a) Forever Business Owners refrain from promoting or hosting events, seminars, webinars, or meetings, regardless of venue or modality, within the Forever universe of FBOs where the charge for such activity exceeds the reasonable break-even costs of producing/conducting the activity. The purpose for all similar activities is to generate interest in, and income through, the Forever Marketing Plan.

21.18 **Meetings in Company Facilities**

(a) Forever Business Owners demonstrate their willingness to help fellow FBOs, regardless of Sponsorship line, by inviting them and their guests to free meetings conducted in Company facilities.

21.19 **Persuading Forever Business Owners to Terminate**

(a) Forever Business Owners refrain from, in any manner, inducing, coercing or persuading any other Business Owner or Forever Preferred Customer to terminate his or her position, cease doing business or reduce his or her business building activities for any reason.

21.20 **Advertisement of Selling Price of Product**

(a) Forever Business Owners refrain from any form of advertising of our products at any price below the Bonus Recap Price or above the MRP. This includes a stated price or any other pricing formula that reduces the price paid for any Forever product to below that of BRP.

Exhibit 1 – Approved FBO Website

Terms and Conditions

1. General

An FBO may only advertise and sell Company products via a personal Forever web shop on www.foreverliving.com or an approved independent FBO website (an "Approved FBO Website"), in accordance with the criteria specified in the Company Policies and Procedures, The Code of Professional Conduct ("Company Policy"). In addition to compliance with all the FLP standard requirements defined in the Company Policy, the FBO must comply with the terms and conditions of this Exhibit 1, which supplement, are incorporated, and considered part of the Company Policy, outlining the additional terms and conditions required for an Approved FBO Website.

An FBO shall only display and offer for sale Company products on an independent website that satisfies the terms and conditions set out in the Company Policy and this Exhibit and that has been authorized two months in advance in writing by the Company, which authorization shall not be unreasonably withheld (such authorized independent website is referred to as an "Approved FBO Website").

An FBO must notify the Company in advance of the URL(s) and trade name(s) of the Internet site it wishes to use for its Approved FBO Website, and of any changes to these throughout the term of the agreement. URLs and tradenames may not in any way be detrimental to the luxurious character and prestigious image of the Company and the Company products.

An FBO shall keep an up-to-date list of any URLs that it uses for advertising and sale of Company products and provide this to the Company at the first working day of each month.

In the event that an FBO intends to substantially revise its Approved FBO Website, the FBO must notify the Company in advance of the revised website being launched and the Company will check that the criteria in this Exhibit are still being met. The revised Approved FBO Website should be authorized in advance in writing by the Company before its launch, which authorization shall not be unreasonably withheld.

Presentation. An FBO with an Approved FBO Website shall ensure that its Approved FBO Website:

(a) Does not use the name "Forever Living", "Forever Living Products" or any protected trademarks,

brands, business names, and/or other names of the Company or any of its affiliates or product names used by the Company, alone or in combination with other names, letters or figures, as a domain name for its Approved FBO Website, unless approved by the Company in advance in writing;

(b) Immediately provides for identification of the Approved FBO Website as a website of an independent FBO, by clearly stating the name of the FBO and the addition "Independent Forever Business Owner" at all times on the Approved FBO Website;

(c) Only displays Company products on the Approved FBO Website, unless prior approval from the Company has been obtained;

(d) Is professionally designed and formatted to a standard commensurate with the brand image of the Company. The environment of the Approved FBO Website must at all times be consistent with the character and image of the Company and the Company Products. The Approved FBO Website shall not detract from Company's brand image by, for example, its name, signage, content (including messages, images, links and other elements) and/or overall 'look and feel';

(e) Displays photographs of all Company products available for sale, capable of display by users at a resolution in excess of 72 pixels per inch (ppi). All photographs of the Company products must be obtained from the Company, subject to such terms and conditions as may be imposed on their use, or approved by the Company in advance;

(f) Includes descriptions of the Company products for sale. A FBO shall only include product descriptions that are provided by or authorized by the Company;

(g) Supplies accurate and non-misleading information regarding Company products. In accordance with Section 16.02(n) of the Company Policy, an FBO may not state or claim, implicitly or explicitly, that Company products can prevent, diagnose, treat or cure any illness or medical condition. Company products that are intended to be ingested should only be marketed as foodstuff or food supplement and are registered as foodstuff worldwide. Company products that are intended to be used on the body are registered as cosmetic products worldwide. The Company does not manufacture or distribute any products that can be considered pharmaceutical products or can be considered and/or described as intended for curing or treatment;

(h) Is easily navigable and facilitates a search function and categorization by product category, product line and product;

(i) Is optimized for use with standard screen resolutions and web browsers;

(j) Displays the FBO's URL address in the address bar of the web browser at all times during the ordering process;

(k) Contains a link to the official Company website, www.foreverliving.com, to facilitate an access for customers. The Approved FBO Website shall not link to sites which detract from the Company's brand image;

(l) Does not contain, refer to, or is linked to, pages containing illegal, infringing, obscene, or pornographic material or pages that promote violence, discrimination, or contain hate speech;

(m) Must be hosted by a reputable Internet Service Provider, on a reliable high-quality server and provided with sufficient bandwidth to deal with average customer demand without significant reductions in speed or reliability. If the Approved FBO Website is hosted by a third-party platform, the FBO shall ensure that customers do not visit the Approved FBO Website through a site carrying the name or logo of the third-party platform. The Approved FBO Website must be very reliable and accessible, with at least 99.9% availability and a very low latency.

Marketing. A FBO shall:

(a) Comply with all applicable laws and regulations at all times, including but not limited to those on data protection and privacy (including the General Data Protection Regulation (EU) No 2016/679), distance selling, e¬commerce, consumer protection and product liability, misleading and comparative advertising, unfair competition, defamation, electronic signatures, and intellectual property rights;

(b) Prevent delivering or selling Company products that are forbidden by local laws and regulations (i.e., labelling laws, differing formulation requirements, ingredient bans, sales restrictions) and/or that are not registered by the Company in the potential sale territory.

(c) Operate the Approved FBO Website exclusively under the FBO's own name and shall not authorize any third party to link to the Approved FBO Website in any manner that could confuse visitors as to the identity of the owner and operator of the Approved FBO Website;

(d) Not authorize any third party to frame the Approved FBO Website (i.e. present content of the Approved FBO Website within any third party website) or to "deep link" to any (sub)page within the Approved FBO Website that is not clearly branded with the FBO's name (i.e. link to an internal or subsidiary page that is located one or several levels down from the home page of Approved FBO Website). If the FBO becomes aware that any third party is "deep linking" to any (sub)page that contains Company products, the FBO will use commercially reasonable efforts to prevent such deep linking;

(e) Not use any licensed pictures, videos, or other advertising and marketing materials on the Approved FBO Website, unless the use of such materials has been provided or approved by the Company;

(f) In accordance with Section 19.02(c) of the Company Policy, shall not use on the Internet any written, printed, recorded, or any other material in advertising, promoting or descriptions of the Company product or the Company marketing program, or in any other manner, any material which has not been copyrighted and supplied by the Company, unless such material has been submitted to the Company and approved in writing by the Company before being disseminated, published, or displayed. Such approval shall not be unreasonably withheld;

(g) Ensure that electronic advertisements, such as online banners, display ads, and search engine advertisements (e.g., Google AdWords), could not confuse visitors as to the identity of the source and provides for identification of the advertisement as that of an independent FBO. It should not create the perception in any way that the visitor is visiting the official Company website. Any electronic advertisements need to contain a link to the FBO's personal Company web shop on www.foreverliving.com or the Approved FBO Website;

(h) Ensure that all messages of a FBO in relation to the Company or the Company products on social media (e.g. Facebook, Twitter, and YouTube) comply with all applicable laws and regulations, general terms and conditions of the social media platform, the Company Policy and this Exhibit. A social media page should clearly state to which independent FBO it belongs to prevent deception of consumers. The social media page may be linked to the FBO's personal Forever web shop on www.foreverliving.com or Approved FBO Website. It is the sole responsibility of the FBO who creates and

maintains the social media pages to ensure that all messages placed by it or third parties comply with all conditions. Messages that have been placed but which do not comply with the conditions should be deleted immediately;

(i) Record all Company product sales made via the Approved FBO Website and make details available to the Company at its reasonable request.

Sales and After Sales Service. An FBO selling on the Internet shall ensure that its Approved FBO Website provides for:

(a) Appropriate references or contact possibilities to motivate the customer to seek advice from a trained FBO in the course of personal discussions in order to maintain the Company principle of personal sales of Company products, also when selling on the Internet. In particular, the Approved FBO Website shall contain the FBO's name, address, and other appropriate contact details to facilitate a personal consultation;

(b) Security of information and payments using such encrypted security software in accordance with industry standards and any applicable laws and regulations. Where payments for Company products are accepted via the Approved FBO Website or a designated third-party payment system, all payment details and other customer data must be adequately protected through the use of at least 128-bit encryption and the maintenance of a valid current security certificate in respect of the Approved FBO Website;

(c) A returns policy, including an efficiently operating return service, in accordance with the stipulations set out in Section 3.03(a) of the Company Policy. As Section 3.03(d) of the Company Policy applies accordingly, the FBO is primarily responsible for customer satisfaction by exchanging any products or refund of any money paid in case of a return;

(d) Clear representation of at least the following information:

  (i) Details of the independent FBO;

  (ii) Description of the Company products offered by the FBO, their prices, delivery costs, and details;

  (iii) Payment methods and a safe payment system;

  (iv) Clear description of the ordering process, including information on the rights of a customer to cancel a purchase in accordance with applicable consumer protection laws;

(v) Applicable sales terms and conditions, which should be available at all times during the ordering process;

(vi) Information on contact possibilities for the buyer (including telephone number and email address of the FBO) for consumer related questions, including but not limited to return shipments or guarantees.

(vii) An FBO will be responsible for shipping & handling of orders placed on his or her own independent website. Forever Living Products will only facilitate delivery to the webshop owner (FBO). Shipping and handling should fulfil the usual quality standards as provided via the Company itself. This includes shipping information, and a reasonable estimation of the delivery time.

(e) Each FBO should keep accurate records of monthly sales, which records can be subject to inspection by the Company upon reasonable notice. Such records will include reports reflecting inventory on hand at the end of the month.

2. Indemnification.

By creating an Approved FBO Website, the FBO agrees to fully defend, indemnify, and hold harmless the Company and its related entities (including, without limitation, its officers, directors, and employees) from and against any losses arising out of or relating to any third-party claim concerning (a) your or any third-party end users' use of an Approved FBO Website; (b) breach of the Terms and Conditions or violation of applicable law by you, end users, or your content; or (c) a dispute between you and any end user. You will reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to any third-party subpoena or other compulsory legal order or process associated with third-party claims described in (a) through (c) above at our then-current hourly rates.

3. Penalties.

Failure to adhere to these Terms and Conditions may result in penalties including, but not limited to, suspension or even termination, including liability for any damages caused, of the FBO's Forever business, right to use the Company's registered trademarks, service marks and other marks, and right to sell or distribute Company products. The Company also reserves the right to pursue any other legal remedies available under the law for breach of these Terms and Conditions