



Policies and Procedures

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Chapter 1 | Your Sales Agentship

1. Becoming a Sales Agent

1.1. Applying to Become a Sales Agent

Laws sometimes vary between countries. You may be subject to additional or different requirements that are specific to your Resident Country. By becoming a Sales Agent, you agree to comply with all applicable laws.

The only requirement to become a Sales Agent is to complete and sign the online Sales Agent Agreement.

You are not required to purchase any Products or materials to become a Sales Agent.

Sales Agents must ensure that they comply with all applicable laws in the countries in which they carry out business activities.

- a. For the mutual benefit of your business and that of the Company and its other Sales Agents, when you submit the Sales Agent Agreement you agree to comply with these Policies and Procedures, which are incorporated into the Sales Agent Agreement and part of your Contract. Unless otherwise expressly indicated in one of the documents, the Sales Agent Agreement is a three-party agreement between you, Hemptons Ltd. and the applicable Hemptons Local.

Hempton's M&D is operating in or providing support in South Africa.

Should you require assistance in completing and/or submitting the application, please contact Hempton's M&D.

1.2. One Individual per Sales Agentship

Only one individual may apply for a Sales Agentship and submit a Sales Agent Agreement to the Company. If an individual's spouse or Co-habitant would also like to sign up as a Sales Agent, then they should complete the registration process in their own right.



1.3. Age Requirements

You must be at least 18 years old and possess the legal capacity as an adult in your Resident Country, to become a Sales Agent.

1.4. Residency

Your Sales Agent Agreement must be filed and your Sales Agentship maintained in the country where you have your main residence and where you have a legal right to do the business. You must manage your Business Activities in that same country. The Company reserves the right to transfer your Sales Agentship to the country where you should have filed your Sales Agent Agreement as per this Section, without prejudice to any other remedy available under these Policies and Procedures. In addition, the Company reserves the right to deny any request to transfer your Sales Agentship if it determines these conditions would not be met.

Hempton's may require proof that you are properly registered as an independent contractor in order to pay you Commissions and Bonuses. If you are unable to prove your residency or legal right to do business in the country where you have filed your Sales Agent Agreement, the Company may declare your Sales Agent Agreement void from its inception. You may only file to be a Sales Agent in an Authorized Country.

1.5. Former Sales Agents

If you were a Sales Agent previously, you may only reapply to become a Sales Agent, under your original Sponsor, if you meet the criteria in Section 3.3 of this Chapter.

1.6. Acceptance of your Sales Agent Agreement

The Company reserves the right to reject any application for a Sales Agentship at its own discretion, which shall be based on objective grounds and not discriminatory. You become an approved Sales Agent upon the acceptance and processing of your Sales Agent Agreement by the Company. In the event the Company gets more than one Sales Agent Agreement from an applicant, the first Sales Agent Agreement received at the Hempton's Local office, is the one that will determine who your Sponsor is.



1.7. Tax Payer Identification Number

You will be required to provide the Company with your or your business tax identification number and value added tax number (where applicable) before you will be eligible to receive commissions and/or bonuses, or when otherwise required by the Company or by local law for tax or other purposes.

1.8. Business Entities

A Business Entity may apply to become a Sales Agent provided the Sales Agent Agreement is filed and the Sales Agency maintained, in the country where the Business Entity manages its Business Activities. The Business Entity must have the necessary business license and infrastructure to carry out such Business Activities in that same country. The Company reserves the right to transfer your Sales Agency to the country where it should have filed its Sales Agent Agreement as per this Section, without prejudice to any other remedy available under these Policies and Procedures. In addition, the Company reserves the right to deny any request to transfer a Sales Agency to a country where it determines these conditions would not be met.

The following other requirements also apply to Business Entities:

- a. The Primary Participant of the Business Entity must have his/her main residence and the legal right to do business in the country where the Business Entity's Distribution Agreement has been filed, and must be able to provide proof of such. If the Business Entity is unable to provide this proof of inception should the Company request the information, the Company may declare the Distribution Agreement void. You should be aware that merely being listed as a member of a Business Entity does not necessarily grant you any legal right to do business;
- b. Bonuses will be issued in the name of the Business Entity. The Company will not have any liability to you if the Business Entity or any Participant in the Business Entity fails to allocate and pay any portion of the Bonuses received by the Business Entity among the multiple Participants in the Business Entity, or for any incorrect allocation and payment; and



- c. The Primary Participant shall be the only person authorized to legally represent this Entity with the Company. The Company may rely and act on any information provided by the Primary Participant.

1.9. Changing to a Business Entity

If you want to change the form of your Sales Agency from an individual to a Business Entity or vice-versa, you may do so at any time. This change is subject to any applicable legal requirements and may require the completion and delivery of a Business Entity Form to the Company. The Company's express consent is necessary for the transfer of the Sales Agency.

2. Personal Information

2.1. Collection of Personal Information

The Company is aware of and responsive to your concerns regarding how information about you is collected, used and shared as a result of your becoming a Sales Agent. Hempton's respects your privacy and is committed to protecting the privacy of Sales Agents. The Company collects from you and holds necessary personal information about you in order to provide you with support, the benefits of being a Sales Agent and communicating with you regarding:

- (i) Products and promotional offers,
- (ii) your Sales Agency and Downline Organizations, (iii) Bonuses and (iv) other relevant business issues.

By signing up the Sales Agent Agreement, you are aware that your data will be processed by the Company and hereby expressly give consent to all information submitted by you will be held by the Company at its corporate headquarters in the United States, its regional headquarters and/or Hempton's in your Resident Country. You have the right to access, verify and request a correction of your personal information held by the Company by contacting your representing Company in your Resident Country.

Unless otherwise required by law, all data will be stored for a necessary time only.



2.2. Authorization to Use Your Personal Information

By becoming a Sales Agent, you expressly agree to have your personal data processed by the Company and you authorize them to:

- a. Transfer and disclose personal and/or confidential information, which
 - (i) you have provided to the Company in connection with your Sales Agency and Downline Organization, or
 - (ii) that has been developed as a result of your activity as a Sales Agent, to (A) its parent and affiliated companies and their data processors wherever located, (B) your upline Sales Agents when the Company determines it is appropriate and (C) applicable government agencies or regulatory bodies if required by law. You will have the option to block the transfer of certain information that may be provided to your upline Sales Agents;
- b. Support Materials and Services unless you request in writing that the Company not do so;
- c. use your personal information described above and you further agree that any other modified from time to time. By signing this Agreement, you hereby declare to be aware of the content of this Privacy Policy and accept to abide to its terms*. The Privacy Policy may be viewed on the Hempton's Website.

3. Maintaining Your Sales Agency Account

3.1. Keeping your Sales Agent Agreement and Business Entity Form current

- a. As a Sales Agent, it is your duty to keep the information contained in your Sales Agent Agreement or Business Entity Agreement current and accurate. You must immediately inform the Company of any changes affecting the accuracy of information contained in these documents. The Company may terminate a Sales Agency or declare a Sales Agent Agreement void from its inception if the Company determines false or inaccurate information was provided. If you fail to immediately update your Sales Agent Agreement or Business Entity Form, holds may be placed on your account or other disciplinary action may be taken, including termination.



**Any amendment to the Privacy Policy will be published on the Hempton's websites and will become applicable as of the date of publication.*

- b. You must submit an amended Business Entity Form to change your Sales Agency information. An amended Business Entity Form must be signed by the Primary Participant of the Business Entity, unless if it is submitted to change the Primary Participant, in which case the amended Business Entity Form must be signed by all Participants. The Company may charge a fee for processing changes to the Business Entity Form, which shall be communicated in advance. The Company may refuse to accept any amendments.

3.2. Adding a New Participant

You may not allow a Person to engage in any Business Activity for, or have a Beneficial Interest in, your Sales Agency, unless your Sales Agency is a Business Entity and that Person has applied to become a Participant and such application has been accepted by the Company. The Company may reject any such application in its sole discretion, which shall be based on objective grounds and not discriminatory. If the Company rejects the application, the Person may not participate in the Sales Agency.

3.3. Starting a Sales Agency under a New Sponsor

If you are a former Sales Agent, you may establish a new Sales Agency under a new Sponsor only if you have not engaged in any Business Activity (whether for your Sales Agency or the Sales Agency of another Person) for the indicated inactive period:

Account type during the 24 months preceding the most recent Business Activity	Inactive Period
If you ever achieved Executive Status or Higher	12 Months
Sales Agent Only	6

When the Company concludes that an inappropriate Sponsor change has occurred or has been solicited, the second-in-time Sales Agency may be returned to and be merged with the first-in-time Sales Agency and the Company may pursue other remedies listed in Chapter 6.



3.4. One Sales Agentship per Individual

You are not allowed to have a Beneficial Interest in more than one Sales Agentship.

3.5. Acquisition of Beneficial Interest in and Merger of Sales Agentships

a. Overview

Occasionally, a Sales Agent wishes to form a partnership with another existing Sales Agent and merge the two Sales Agentships or acquire a Beneficial Interest in a Sales Agentship.

Except as provided in this Section 3.5, the formation of a partnership between Sales Agents, the merger of Sales Agentships, or the acquisition of a Beneficial Interest in a Sales Agentship by a Sales Agent who has engaged in any Business Activity, is prohibited.

b. Acquisition of Beneficial Interest

Except for those circumstances that may be approved by the Company in its sole discretion. If you have engaged in any Business Activity, you may not, at any time, acquire a Beneficial Interest in a pre-existing Sales Agentship under a different Sponsor (whether by purchase, merger, partnership, or otherwise) unless

- (i) you have terminated your Sales Agentship and had no Business Activity for the applicable inactive period described in Section 3.3 of this Chapter 1 and
- (ii) the Sales Agent Agreement for the Sales Agentship in which you want to acquire a Beneficial Interest was submitted to the Company after the applicable inactive period for your Business Activity as described in (i) above. The prohibitions of this Subsection (b) supersede the provisions of Subsection (c) of this Section 3.5.

c. Merger

The Company may, in its sole discretion, which shall be based on objective grounds and not discriminatory, consider the approval of mergers of Sales Agentships in the following limited cases:

- a. vertical mergers with :
 - (i) your immediate upline Sponsor, or
 - (ii) a Sales Agent that is on your first level;
- b. horizontal mergers with another Sales Agentship, provided that
 - (i) only one of the Sales Agentships is an Executive or above and the other Sales Agent is not a Demoted Executive, Provincial Executive, Qualifying Executive or any similar Executive type, and
 - (ii) both Sales Agentships have the same upline Sponsor; and
- c. any other merger as may be approved by the Company in its sole discretion.
- d. Company Review and Additional Requirements. In any case involving the proposed formation of a partnership, mergers, or acquisitions of a Beneficial Interest, the Company will, in its sole discretion, decide whether to approve a requested exception to these Policies and Procedures. During its review the Company may impose additional requirements that it deems necessary.

4. Transferring and Terminating your Sales Agentship

4.1. Transferring Sales Agentships

You may not transfer your Sales Agentship or any rights therein. The Company will not consent to any proposed transfer if it determines that the proposed transfer is not substantive and is being done to avoid the requirements of these Policies and Procedures. The Company will not recognize any assignment and the transferee will have no rights.

4.2. Transfers Upon Death

The Sales Agentship will cease on death of a Sales Agent. The Sales Agentship may not be transferred as part of an estate.



4.3. Divorce

The Sales Agency is awarded to an individual. Any Divorce disputes will not affect the ownership and rights of the Sales Agent to which the Sales Agency has been assigned.

4.4. Right to Terminate

You may terminate your Sales Agency at any time and without incurring any costs or penalties due to such termination.



Chapter 2 - Operating Your Business

1. Business Ethics

1.1. Purpose of Your Business

The primary purpose of your business and the Company is to sell high quality Products to customers. As part of this process, you may sponsor other Sales Agents in the business to build your sales organization. However, the recruitment of other Sales Agents is not your focus and you will not receive remuneration for the recruitment of people, but rather, this forms an integral part of your fundamental obligation to sell Products and increase the sales of Products to customers by enabling your Downline Organization.

1.2. General Ethics

You must operate your Sales Agency in an ethical, professional and courteous manner. This means, among other things, the following:

- You must comply with the Contract and with all applicable Resident Country laws;
- You must operate your Sales Agency honestly;
- You should indicate to prospective customers and Sales Agents who you are, why you have contacted them and what Products you are selling;
- You must not make false or misleading claims about potential earnings under the Sales Compensation Plan or about the benefits
- You may not pressure any Sales Agents or prospective Sales Agents to operate in a financially irresponsible way, including, but not limited to, pressuring them to buy more Products or Business Support Materials and Services than they can reasonably use or sell, or to maintain specific inventory requirements;
- You must not encourage or recommend that Sales Agents or prospective Sales Agents incur debt in order to participate in the business;
- You must explain to your customers and your downline organization how to return Products or cancel an order;

- You must not represent to prospective Sales Agents that they are required to purchase Products or Product packages to become Sales Agents. Prospective Sales Agents must be informed that they can sign up as customers or that they may purchase Products individually and not in Product packages. In addition, you must not represent to prospective Executives that they are required to purchase Product packages to become Executives.

1.3. Non-Disparagement

You must not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, representations, or statements about:

- the Company;
- its Products, or commercial activities;
- other Persons;
- other companies (including competitors)

1.4. Harassment

You must operate your Sales Agency in a manner that is free of harassment, intimidation, threats and abuse. Harassment of any kind will not be tolerated, including, but not limited to, race, religion, physical and verbal abuse, or soliciting, encouraging, or consummating any inappropriate or unwelcome written, verbal, electronic or physical relationships, sexual advances, requests for sexual favours, or other physical, verbal, or visual behaviour of a sexual nature, with another Sales Agent, Company employee or customer.

1.5. No Contact with Vendors, Suppliers or Scientific Advisory Board Members

You may not contact, either directly or indirectly, for professional reasons nor for any reasons related to your Sales Agency, suppliers, vendors, research partners, universities, or any other advisors or consultants of the Company without the prior written consent of the Company.

1.6. Anti-Corruption

You must comply with all local anti-corruption laws, including the act that requires that you never directly or indirectly (i.e. through an agent) make a payment or gift with the purpose of influencing the acts or decisions of foreign officials. There are some limited exceptions to this rule.

Because the rules and exceptions relating to anti-corruption are complex, you should consult with your own legal counsel regarding questions relating to compliance with the anti-corruptions laws in your Resident Country.

1.7. Maintaining the Company's Reputation

You will not act in any way, including your actions outside the scope of your Sales Agentship, which could be considered detrimental to the business or reputation of the Company or its Sales Agents. The Company has the right to, in its sole discretion, which shall be based on objective grounds and not discriminatory, determine what actions may be considered detrimental and take action against you.

1.8. Records Review

As a condition to participating as a Sales Agent, you grant the Company the right to review any records related to your Sales Agentship in order to investigate whether you have been operating your Sales Agentship in compliance with these Policies and Procedures. The Company may request to review your Sales Agentship records at any time and for any reason. You must comply with any request to review your Sales Agentship records by promptly and completely making your true records or an accurate copy of your records available for review by the Company.

2. Independent Contractor

2.1. Sales Agents are Independent Contractors

You are an independent contractor. You are not an employee, officer, partner, member, or joint-venture partner to the Company and you may not represent yourself as such. You are self-employed without authority to bind the Company or incur liabilities on its behalf; you

may work in the manner and at the time of your choosing, except as stated in this Agreement. The Company may require proof that you are properly registered as an independent contractor in order to pay you Bonuses. You agree that as an independent contractor, you:

- Are responsible for your own business decisions and must determine in your sole discretion, when you will work and the number of hours you will work;
- Will be paid Commissions and Bonuses only based on sales of Products and not the number of hours you work;
- Are subject to entrepreneurial risk and responsible for all losses that you incur as a Sales Agent;
- Must pay your own license fees and any insurance premiums and if required, obtain an tax and employment identification number;
- Are responsible for all costs of your business including, but not limited to, travel, entertainment, office, clerical, legal, equipment, accounting, taxes, value added taxes, insurance and general expenses without advances, reimbursement, or guarantee from the Company; and
- Will not be treated as an employee for tax purposes.

2.2. Taxes

Payment of any self-employment taxes or any other taxes related to your business is country specific. You are responsible for your own obligations, which may involve registration and payment of local taxes as required by law.

You agree to indemnify and hold the Company, its affiliates and subsidiaries, directors, employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach or contravention of tax laws and non-payment of taxes.

2.3. No Authority to Act on Behalf of Company

You have no authority to act on behalf of the Company. This includes, but is not limited to, any attempt to:



- register or reserve Company names, trademarks, trade names, including any combination or derivative thereof, or Products;
- register URLs using the Company names, trademarks or trade names;
- register or secure approval for Products or business practices; or
- establish business or governmental contracts of any kind, on the Company's behalf.

You indemnify the Company against all legal costs it may have to incur for any remedial action it may need to undertake to exonerate the Company in the event that you improperly act on behalf of the Company. You must immediately assign to the Company any registration of Company names, trademarks, trade names, Products, or URLs registered or reserved in violation of this Section without the Company having to pay you for any costs you may have incur during the process of your actions.

2.4. Designation as Employer Prohibited

You may not identify the Company as your employer. This includes, but is not limited to, loan applications, government forms, employment verification requests, applications for unemployment compensation or any other official or unofficial form or document.

3. Ordering Products or Services

3.1. Ordering

You may order Products directly from the Company or its Product centres. There is no minimum order; however, shipping and handling costs may vary depending on the amount of Products ordered.

3.2. Transfer of Title

Title to and risk of loss for any Products you order transfers to you when the Products are delivered to you.

3.3. Inventory and the 80 Percent Rule

As a Sales Agent you have no specific inventory holding requirements. You must use your own judgment in determining inventory needs based upon reasonably projected use (for



demonstrations and personal use) and retail sales (in countries in which retail sales are permitted). You are prohibited from ordering more than a reasonable amount of inventory. By placing an order, you certify that you have sold or consumed at least 80 percent of your total inventory from previous orders.

3.4. Methods of Ordering

The Company does not accept orders on credit. Orders will not be shipped until they are paid in full. Payment must be made by check, credit card, wire transfer, cash, direct debit or such other method as may be accepted by the Company.

3.5. Issuing Credits

A Company credit may be issued in instances of overpayment, Product exchanges, or in other circumstances when an order cannot be completely filled. Personal Sales Volume and Group Sales Volume are credited when the Company credit is used.

3.6. Pricing Changes

The Company will give you 30 days prior notice before changing the prices of the Products or Services. No notice will be given for price changes resulting from a modification of the VAT rate applicable.

3.7. Submitting Orders in the Name of Another Sales Agent

You are prohibited from submitting orders in the name of another Sales Agent without the other Sales Agent's prior approval, in writing. You must provide a copy of written approvals to the Company upon request.

3.8. Payments without Sufficient Funds

If any payment is returned due to insufficient funds or if any credit card payment is reversed, you must immediately make payment to the Company for the full amount of the returned payment or reversed credit card payment, including any penalties or costs. If you fail to promptly make such payment you are in breach of the Contract.



3.9. Use of another's Credit Card

You may not use another's Credit Card to order Products from the Company without the owner of the Credit Card providing you with written consent. You must provide a copy of the written approval and copy of identification document of that individual, to the Company on order.

3.10. Automatic Delivery Rewards Program

Automatic Delivery Rewards Program (ADR Program) is an optional programme available in Authorized Countries. The ADR Program allows you to place a standing order with the Company that will be conveniently shipped to you on a monthly basis. Payment for the billed pre-order via the payment gateway facility available in your Resident Country, on a recurring monthly basis. The terms and conditions of the ADR Program are found on the Automatic Delivery Rewards Program Agreement on the Hempton's website.

The Company may terminate

- (i) the ADR Program at any time and for any reason and
- (ii) your right to participate in the ADR Program as described in the terms and conditions of the ADR Program. You may cancel your monthly ADR Program order with written notice as described in the terms and conditions of the ADR Program.

3.11. Retailing of Products

You may only resell Products in your Resident Country. The Products you resell must also be purchased from the Company in your Resident Country and you may not resell Products in your Resident Country that you acquire from the Company in a Non-Resident Country. You may not, for any reason, directly or indirectly, import any Product or Business Support Materials into a Non-Resident Country.

When you execute your Sales Agent Agreement, you are granted the right to purchase Products in a Non-Resident Country. You may only purchase Products in a Non-Resident Country for personal use or to demonstrate the Products for potential new Sales Agents and/or Customers.

4. Product Returns, Refunds and Exchanges

4.1. Returns Policy

Goods may be returned if:

They are in their original unopened containers, in good condition and bear a valid expiry date.

It is clear the goods were defective and or spoilt on receipt.

In this case, the Customer must inform Hemptons within 24 hours of receiving the product, of the problem.

It is evident that they have not been used or subjected to adverse conditions and/or are not “shop” damaged.

They are packed separately from other goods.

Return costs are born by the returnee.

If however, it is apparent that the product was spoilt or damaged in transit, or the incorrect product was supplied, Hemptons will bear the cost of returns.

When contacting Hemptons for a return, please quote :

- Invoice number for the item
- Date of arrival
- Condition of item at time of arrival
- Detailed explanation of the issue
- Whether you prefer a refund or replacement
- Please send all information to: info@hemptons.co.za

Customers should return products they purchased via a Retail outlet, to the outlet where they purchased the product – remember to retain your proof of purchase.

4.2. Exchange Policy for Products Purchased Directly from the Company

On request, the Company may also exchange Products purchased directly from the Company that were incorrectly sent, or are defective, if you notify the Company within 24 hours of receiving the product.

If an exchange is not feasible, the Company may issue

- (i) a Company credit for the amount of the exchanged Products, which may be used to purchase other Products, or
- (ii) a full refund of the purchase price.

4.3. Procedures for Obtaining a Refund or Exchange

You must comply with the following procedures to obtain a refund or exchange:

- a. You must obtain a Return Merchandise Authorisation number from the Company before you return the product/s to the Company. This RMA must be obtained either by telephone or in writing and the actual return shipment must be accompanied by the RMA number (shipping inquiries to your local Representative Office. To obtain your RMA number the invoice must be presented to your local Representative Office.

- b. The Company will provide you with the correct procedures and location for returning the Products to. The Company will not refund the original shipping costs on Products that you return unless you have cancelled your order within the first 24 hours from date of delivery and the product is defective or incorrect. All return shipping costs must be paid by you;
- c. Once you have obtained your RMA, you shall send back the Products without undue delay. If the Company has not received the goods back within 14 days of you obtaining the RMA, the assumption will be made that you will be retaining the goods and the RMA will expire.
- d. Products returned to the Company without an RMA number will not qualify for a refund or exchange and will be returned to you at your expense; and
- e. The Company may withhold reimbursement until it has received the Products back or you have supplied evidence of having sent back the Products, whichever is the earliest.
- f. Procedures may vary in jurisdictions where different requirements are imposed by law.

5. Sales to Consumers and Customer Returns

5.1. Sales to Consumers

The purpose of a direct distribution system is the sale of products to customers, not the sale to other Sales Agents. Therefore, you should focus on the sale of Products to customers. The Company will provide you with the pricing structures for the products i.e. your pricing, price to shops and recommended retail pricing to consumers. Your profit will be made on selling the product to the Retail outlet e.g. the difference between your price and the shop's price is your profit.

- a. You must provide the customer with a complete Invoice at the time of the sale, which includes their VAT Number, if they are VAT registered. The Invoice should include the items ordered, the amount of delivery, your name, signature, business address and business telephone number and any other requirements.
- b. You must keep a copy of the Invoice for your records. You must keep copies of all Invoices, on file, for at least 5 (five) years.
- c. You agree to know and comply with local privacy laws regarding the collection of private data of all your customers, including but not limited to, obtaining express

permission to collect and handle personal data of your customers and the possibility to transfer it to Company for verification purposes only.

5.2. Money-back Guarantees, Customer Refunds and Exchanges for your Retail Customers

- a. You must comply with local law on cancellation of sales as outlined on the Invoice. If the law grants additional rights, you agree to grant those rights to the retail customer. This means that you must, for any reason and upon request, give a full refund of the purchase price including VAT and shipping fee - if applicable, to the retail customer, without any reimbursement from the Company. The only requirement is that the customer must request the refund within the cancellation period stated in the Invoice and return the unused Product. You must refund the Customer within 14 Days after they have returned the goods to you.

The Company has to collect the product within 20 days starting from the receipt of the rescission notice. The Sales Agents are responsible to keep all original records of the Sales Agreement in their files for the period of 5 (five) years. Hempton's reserves the right to inspect these documents at any time it deems appropriate.

- b. If your retail customer purchases a Product directly from the Company, then unless otherwise required by applicable law or a specific Product guarantee, the Company will provide your retail customer with :
 - (i) a 100% refund on the returned Product, if the Product is returned within 90 days from the purchase date; and
 - (ii) a Product exchange if the Product was incorrectly sent or is defective. If the Products are returned within the first 14 days from date of delivery, then the refund will also include a refund of the shipping (less the supplementary costs for express delivery);

- c. If your retail customer purchases a Product directly from you and your retail customer returns the Product to you for a refund, then you are responsible for and must provide the retail customer with, a refund without any reimbursement from the Company. The Company encourages you to honour your Retail Customer's request for a refund – and to then follow the procedure to return a defective product to the Company.
- d. If your retail customer purchases a Product directly from you and your retail customer returns the Product to you for a Product exchange, then you are responsible for the Product exchange and the Company will only replace the exchanged Product if returned within 60 days from the date of delivery of the Product and the Product is defective.

6. Sales Compensation Plan

6.1. Sales Compensation Plan

A complete copy of the Sales Compensation Plan has been provided to you. The Sales Compensation Plan is a part of the Sales Agent Agreement and you are bound to its terms. The Sales Compensation Plan may be changed by the Company at any time. A current copy of the Sales Compensation Plan may be found at www.hemptions.co.za on the Sales Agent engagement page.

6.2. Exceptions to Sales Compensation Plan

The Company, in its sole discretion, has the right to hold, maintain, or promote a Sales Agent to any level in the Sales Compensation Plan without regard to fulfilment of level requirements, or waive any other obligation or requirement of the Sales Compensation Plan. Unless otherwise agreed in writing by the Company, the Company may terminate any exception granted pursuant to this at any time and for any reason.

6.3. No Compensation for Sponsoring

You do not receive any compensation for sponsoring other Sales Agents. Your level of compensation is dependent of your hard work and will be based on your sale of Products and the sales of your Downline Organization.



6.4. No Guaranteed Income

You are neither guaranteed a specific income nor assured any level of profit or success. Generating meaningful compensation as a Sales Agent requires considerable time, effort and commitment to the business. You should operate your Sales Agentship in a financially responsible and business-like manner you should not

- (i) incur debt to purchase Products or Business Support Materials and Services,
- (ii) quit your current employment until you are confident that you can afford to do so and
- (iii) incur expenses that exceed the amount of your Commissions and Bonuses.

Your profit comes only through the successful sale of Products and the sales of other Sales Agents within your Downline Organization.

6.5. Manipulation of Sales Compensation Plan

Maintaining the integrity of the Sales Compensation Plan is of vital importance to the Company. You must abide by the terms and conditions of the Sales Compensation Plan and you may not, in any form, use false identification numbers, false names, false Sales Agentships, buy additional Product to maintain a level, warehouse Products, or use any other form of manipulation that violates the terms and conditions of the Sales Compensation Plan or its spirit and intent.

6.6. Bonuses

In addition to the retail profit/commission you can earn from your resale of Products, you can also receive Bonuses under the Sales Compensation Plan, subject to the following:

- a. You may not receive any Bonuses if you are in violation of the Contract;
- b. The requirements for receiving a Bonus and the terms for determining the amount of the Bonus may be changed by the Company at any time;
- c. Bonuses may be paid by wire transfer, or any other method chosen by the Company. You agree to accept payment from the Company or its Hempton's Local in your country of main residence as verified by proof of identity;



- d. No interest accrues on Bonuses when the payment of such has been delayed by the Company for any reason; and

If your Sales Agentship is terminated, any unpaid accrued Bonuses will be forfeited.

6.7. Required Sales - Retail Sales Verification

You are not eligible to receive a Bonus in any month in which you do not achieve target, as required by the Sales Compensation Plan. Sales include purchases by both preferred customers and customers from the Company under your Sponsor ID and any retail sales made by you.

The Company may recover all Bonuses paid for orders in any month for which you cannot provide retail sales documentation. The Company regularly audits Sales Agent compliance with this Section.

6.8. Timing

An order for Products is included in the commission payments and Executive qualification computations for a given month only if received by Hempton's local on or before the last business day of that month. If the Company places Products on backorder, Personal Sales Volume for those Products will only be included in the commission payments and Executive qualification computations in the month the Products are shipped.

6.9. Bonus Recovery

- a. In addition to any other recovery rights provided in these Policies and Procedures, the Company has the right to require you to repay any commissions paid to you:
 - (i) On Products returned under the Company's Returns Policy;
 - (ii) On Products returned in relation to any incident of Sales Agent misconduct;
 - (iii) That were mistakenly paid by the Company; or
 - (iv) in the event you have been found to have manipulated or attempted to manipulate the sales plan the Company shall have the right to adjust your level and recalculate your Bonuses for the period in which such activities occurred by



disregarding the volume from Products that were returned, that were purchased in order to maintain Executive status levels, or any other activity that is in contravention of any of the stipulations of this document. You will be required to repay any Bonuses that were paid to you in excess of the adjusted Bonus that is calculated by the Company as set forth above. These same remedies may also be enforced against your upline Sales Agents as well, if they are found to have been involved as well, or have knowledge of the manipulation.

- b. If you are obligated to repay any Bonuses to the Company, the Company will have the right to recover such amount by :
 - (i) requiring a direct payment of the amount from you, or
 - (ii) withholding the amount from your present or future Bonus payments.
- c. Extensions of the Company refund policy, whether required by applicable Law, or instances in which Sales Agent misconduct, misrepresentation, or other extenuating circumstances necessitates a Company refund in excess of its stated refund policy, will be considered on a case-by-case basis. In the event the Company is required to make a refund that exceeds the terms of its refund policy, the Company may recoup Bonuses paid to you on those Products as well.

6.10. Payment Corrections

It is your duty to make sure that the Bonuses paid to you are correct. If you discover an error in your payment you must notify the Company within 30 days after the receipt of your Bonus. If you fail to notify the Company of any errors or disputes with respect to a Bonus payment within this 30 day period, you will be deemed to have accepted the payment as full and complete payment of any Bonuses earned during such Bonus period and you will have no further right to dispute the Bonus payment or seek payment of any additional Bonus.



7. Product Liability Claims and Indemnification

7.1. Indemnification

In the event of a product liability claim brought against you by a third party for a defective Product or for injury from use of a Product, the Company will indemnify and defend you from such claims, subject to the limitations described in Section 7.2 of this Chapter 2.

7.2. Requirements for Indemnification

Subject to local legal regulations, in order to be indemnified, you must notify Hempton's local of the claim in writing within 10 days of your receiving notice of the claim. The Company has no obligation to indemnify you if you have

- a. violated the Contract;
- b. repackaged, altered or misused the product, or made claims or given instructions about the product's safety, uses or benefits which are not included in the Company's current approved literature, warnings or Product Labels, or
- c. settled or attempted to settle a claim without the Company's knowledge or written approval. In addition, indemnification is conditioned upon you allowing the Company to assume the sole defence of the claim.

7.3. Indemnification by You

You agree to indemnify the Company from any claim by a third party that arises directly or indirectly because you have :

- b. violated the Contract;
- c. repackaged, altered or misused the product, or made claims or given instructions about the product's safety, uses or benefits which are not included in the Company's current approved literature, warnings or Product Labels,

8. Associating Other Organizations with the Company

When you are training your Downline Organization, selling Products or promoting the business opportunity, you may not promote, advocate, sell, or include literature, books, or other material



that promotes any other organization or individual, whether religious, political, business, or social, or that implies any association between the Company and any other organization. Company and Sales Agent meetings, calls or any other functions may not be used as a forum to promote or express personal beliefs, other organizations, companies, events, or individuals.



Chapter 3 - Advertising

1. Business Support Materials and Trademark Use

1.1. Use of Business Support Materials

You may only use Business Support Materials that have been produced and distributed by the Company for the promotion of the business, the Products and the Sales Compensation Plan and you may not prepare or use your own Business Support Materials. In addition, because laws and regulations differ from country to country, you may only use Business Support Materials that have been specifically approved for use in that Authorized Country.

1.2. Use of Trademarks and Copyrights

a. Use of Company Trademarks and Copyrights

The Company's Trademarks and Copyrights are valuable assets of the Company and the Company strictly regulates the use of these trademarks and copyrights to ensure that they do not lose their value to the Company or its Sales Agents. You may not use the Company's Trademarks and Copyrights and other intellectual property rights, registered or otherwise, in any form except as specifically authorized by these Policies and Procedures or as otherwise approved in writing by the Company. The Company may prohibit the use of the Company's Trademarks or copyrights in any Business Support Materials or medium.

b. Damages

You are liable to the Company for any damages arising out of your misuse of the Company's trade names, trademarks, copyrights and other intellectual property rights, in any form except as specifically authorized by these Policies and Procedures or as otherwise approved in writing by the Company.



2. Product Claims

2.1. General Limitation

You may only make the specific Product related claims and representations published in the Company's Business Support materials and Company literature and that have been approved by the Company for use in Business Support Materials in the Authorized Country where you are making the claims.

2.2. No Medical Claims

You may not make medical claims, or state or imply that any Product is formulated, designed or approved by the Company or any regulatory authority to treat, cure or prevent any disease or medical condition. These representations imply that the Products are drugs rather than cosmetics or nutritionals. You also may not compare Products to drugs, or make drug or medical claims. Any such representations, claims or comparisons by you may result in your personal liability.

2.3. No Claims of Product Registration or Approval by National Authorities

You should not state or imply that any Product is registered or approved by national authorities. Some markets do not require a pre-market notification while others require a specific product notification for the individual cosmetic or nutritional Products that the Company sells. When making Product benefit claims or giving personal testimonials regarding nutritional Products, under no circumstances can implied or explicit medicinal claims be made or medicinal characteristics assigned to our Products. Specific health effect related claims can only be made in accordance with any national legislation in force relating to nutrition and health claims made on foods, no personal interpretation of implied or explicit wordings on claims are allowed. Claims must be correct and not misleading.

2.4. Before and After Photographs

Only those pictures and videos that have been approved by the Company may be used to demonstrate Product benefits.

2.5. Modifications to Product Packaging

You may not modify any packaging, labels, literature or instructions for use for any Product. You may not give instructions to use the Products in any way, not described by the Company's current literature. Any such modifications or instructions by you may result in your personal liability.

3. Income Claims

3.1. No Misleading Income Claims

It is important that all Sales Agents are fully informed and have realistic expectations concerning the income opportunity associated with being a Sales Agent. To help make sure all Sales Agents have realistic expectations, you must comply with the provisions of this Section 3 in all aspects of your business activities. Most importantly, you may not make any claims, specific or implied, regarding the income opportunity that are false or misleading, including income guarantees of any kind. You may not exhibit actual or facsimile commission, profit or Bonus payments or other payment records.

3.2. Requirements for Lifestyle and Income Claims

You may only make lifestyle claims (e.g. my Hempton's business allowed me to buy a boat, quit my job, purchase a new home , etc.) or claims regarding the level of Bonuses or income associated with your Hempton's business if the following conditions are met:

- a. The information must be accurate and not misleading;
- b. It contains reasonably achievable goals for an average person;
- c. The information must be based on your experience and actual compensation level,
- d. The compensation claim must be stated in a monthly or annual amount and the actual percentage of Sales Agents earning that amount;
- e. You must simultaneously disclose in immediate proximity to the compensation claim, the most recent Sales Agent Compensation Summary or an income disclaimer approved by the Company;

- f. You may not make any claim regarding the amount of time required to reach specific compensation levels without prior written approval from the Company;
- g. You must either net out the expenses you incurred in generating such income or disclose the amount of expenses that you incurred in generating such income; and
- h. If you make claims regarding Bonus levels you must note that such amounts are gross amounts before the deduction of expenses associated with doing the business.

4. Distributors Produced Business Support Materials

4.1. Distributor Business Support Materials

In order to protect the integrity of the Network and to ensure that Business Support Materials and Services are only produced, utilized and distributed by Sales Agents with significant experience and knowledge relating to the Company and its Products, only 1st level Distributors may produce, utilize and distribute their own Business Support Materials and Services. 1st Level Distributors may produce Business Support Materials and Services for their own use and for use by other Sales Agents only if they comply with the terms of these Policies and Procedures, including, without limitation, the provisions of Sections 2, 3, 4.3 and 4.4 of this Chapter 3 and Addendum B 1st Level Distributor Business Support Materials and Services may only be used in the specific Authorized Countries in which they have been registered. For purposes of this Chapter 3, 1st Level Distributors are those Agents that:

- (i) currently enjoy active status as a 1st Level Distributor,
- (ii) have been a 1st Level Distributor for a minimum of three months and
- (iii) are not in material breach of the Contract.



4.2. No Endorsement or Approval by Company

Although the Company allows 1st Level Distributors to produce, utilize and distribute 1st Level Distributors Business Support Materials and Services for use by other Sales Agents, you need to be aware that these 1st Level Distributors Business Support Materials and Services are independently produced by 1st Level Distributors and are not produced, endorsed, recommended or approved by the Company. If you elect to use 1st Level Distributors Business Support Materials and Services, the Company

- (i) has no responsibility or obligation to you regarding refunds and exchanges and
- (ii) does not guarantee that the 1st Level Distributors Business Support Materials and Services comply with all applicable laws and regulatory requirements. Moreover, the use of such materials is not required and there can be no guarantee that such 1st Level Distributors Business Support Materials and Services will contribute meaningfully to your business. You should evaluate the use of Business Support Materials carefully. You should not spend money on such 1st Level Distributors Business Support Materials and Services than can be supported by your current level of Commissions and Bonuses under the Sales Compensation Plan.

4.3. License Agreement for Business Support Materials

A 1st Level Distributor must execute and submit to the Company a License Agreement prior to producing any 1st Level Distributor Business Support Materials and Services. The License Agreement is for a term of two-years and must be renewed if you want to continue to produce and use your 1st Level Distributor Business Support Materials and Services. The License Agreement grants you the right to use certain Company trademarks and trade names and sets forth the terms and conditions you must agree to abide by in order to produce Business Support Materials and Services and utilize the



4.4. Registration of 1st Level Distributor Business Support Materials and Services

Prior to using or distributing any 1st Level Distributor Business Support Materials and Services, a 1st Level Distributor must register such 1st Level Distributor Business Support Materials and Services with the Company and receive a Notice of Registration from the Company with respect to such 1st Level Distributor Business Support Materials and Services as set forth in Addendum B to these Policies.

4.5. Sales by 1st Level Distributors - Purpose

1st Level Distributors may not sell any 1st Level Distributor Business Support Materials and Services to other Sales Agents. These materials and services may only be used within the 1st Level Distributor's downline to improve sales.

4.6. Sales Agent Organizations

Sales Agent Organizations offering formal materials, training, website subscriptions, Business Support Materials and Services, or other business promotion tools may only be formed by 1st Level Distributors and used within that specific Distributor's downline.

5. Mass Media; General Advertising

5.1. Promotions Utilizing Mass Media Prohibited

You may not use any form of media or other mass communication advertising to promote the Products, including mass communication advertising on the Internet. This includes news stories or promotional pieces on TV shows, newscasts, entertainment shows, Internet ads, etc. Products may be promoted only by personal contact or by literature produced and distributed by the Company or by Sales Agents in accordance with these Policies and Procedures. You may place generic opportunity advertisements in jurisdictions allowing that type of advertisement, but only in accordance with the Policies and Procedures of the Company.

5.2. Media Interviews

You may not promote the Products or opportunity through interviews with the media, articles in publications, news reports, or any other public information, trade, or industry information source, unless specifically authorized, in writing, by the Company. This includes private, paid membership, or represent that you have been authorized by the Company to speak on its behalf. All media contacts or inquiries should be immediately referred to your local Hemptons office.

5.3. Distributing Promotional Materials

All promotional materials, including, but not limited to, flyers, business cards and 1st Level Distributor Business Support Materials registered in accordance with Addendum B of these Policies and Procedures, may be distributed through personal contact only. Promotional material may not be posted in public places, mass mailed or faxed, placed on parked cars, put in mail boxes, or disseminated by any other non-personal contact means.

6. Retail Store, Trade Show and Service Establishment Sales Policy

6.1. Retail Stores

You may not sell Products and/or promote the Company's business opportunity through Retail Stores such as health food stores, grocery stores and other such establishments. You are also prohibited from selling to any Person who will ultimately sell the Products through retail stores as set forth in Section 5.2 of Chapter 2. You may, with the prior consent of a retail establishment, place Company produced Advertising Material and/or Personalized Advertising Material within the establishment.

Furthermore, the brochure holder and Advertising Material must not be visible to the general public in a manner as to attract the general public into the retail establishment.

The only interaction with commercial retail establishments shall be via the official channels offered within the Company engagement.

6.2. Trade Show Booths

You may not sell any Product of the Company and promote the Company's opportunity at flea markets, swap meets, bazaars, supermarkets, athletic leagues and games, malls or any other similar gatherings where the opportunity or Products may be displayed. However, upon the prior written approval of the Company, an Executive level Sales Agent may rent a booth or set up an exhibit at a Company approved Trade Show or Convention. If you are a 1st Level Distributor who wants to set up a booth or exhibit at a Convention and provided this is permitted under local laws, you must comply with any Hempton's applicable policy as well as with the following requirements;

- a. The Convention theme/focus must be directly related to the Company business;
- b. At least four weeks prior to the Convention, you must submit to the Company a proposal regarding the Convention and obtain prior written approval from the Company;
- c. You may only use Company-produced Advertising Materials. The purchase of a Company produced independent Sales Agent banner, to display in the booth, may be required;
- d. You may not reference the Company in any form of Advertising Material that implies that the Company is directly participating in the Convention. Instead, any Company-approved advertisement or promotional material must make specific reference to you as an 1st Level Distributor of the Company, including any maps or listings prepared by the sponsor of the Convention;
- e. During the Convention you must personally comply with the Policies and Procedures and you are responsible for :
 - (i) the actions of every individual who works in the booth at the Convention,
 - (ii) all material distributed at the Convention and
 - (iii) all other aspects of participation in the Convention; and



- f. In addition to the other remedies provided in the Policies and Procedures, the Company reserves the right to deny future Convention participation for any policy violation at a Convention.

6.3. Service Establishments

If you own or are employed by a service-related establishment you may provide the Company's Products to customers through this establishment as long as you are providing proper pre-screening and ongoing support to your customers as called for by the Contract and provided retail sales are permitted in your country. In any event, no Product banners, or other Advertising Material may be displayed visibly to the general public in a manner as to attract the general public into the establishment to purchase Products.

- a. A service-related establishment is one whose revenue is earned primarily by providing personal service rather than by selling products and whose use by customers is controlled by membership or appointment.
- b. Sales Agents may only sell Products through service-related establishment that provide services related to the Products. Hempton's Products may be sold through barber shops, beauty salons, nail boutiques, or tanning centres.

6.4. The Company's Right of Final Determination

The Company reserves the right, in its sole discretion, to make a final determination as to whether an establishment is service-related or is a proper place for the sale of the Products.

7. Internet

7.1. Use of the Internet in Sales Agent Business

You may use the Internet to promote the Company, including its Products, only if such use is specifically authorized by Sections 7.2 or 7.3 of this Chapter 3 and is in compliance with all of the provisions of these Policies and Procedures including Sections 2, 3, 4 and 5 of this Chapter 3, as well as the written guidelines for Internet use established by the Company. All other uses of the Internet to promote the Company or its Products or its Sales Compensation Plan are prohibited.

7.2. Permitted Internet Activities

All Sales Agents may utilize the Internet as follows:

- a. You are allowed to utilize Company produced Sales Agent websites.
- b. You may use generic
 - (i) business opportunity websites,
 - (ii) splash pages, or
 - (iii) social trademarks or other copyrighted material and may not contain information on the Company, its Products or its business, or pictures of Products or corporate facilities/personnel. They also must not contain any false or misleading information.
- c. You may use the Internet, including social networking sites, blogs, social media and applications and other sites that have content that is based on user participation and user generated content, forums, message boards, blogs, wikis and podcasts (e.g., Facebook, Twitter, Instagram, etc.) to :
 - (i) Communicate preliminary information about the Company or your involvement with the Company,
 - (ii) Direct users to a Company Internet Marketing Site or a registered Company Website and



(iii) Post Company produced Business Support Materials that have been approved by the Company for posting on personal blogs or social networking sites; provided, however, that such communication and use must be :

- incidental to the primary use of such forum, site, blog, board, wiki or podcast or other form of Internet use and (ii) may not be an Internet Marketing Site. As set forth in Section 7.3 of this Chapter, only 1st Level Distributors may maintain an Internet Marketing Site. The Company has the right to make the determination, in its sole discretion, whether your use of the Internet is permitted under this Section or whether such use is a prohibited Internet Marketing Site. Additionally, you must comply with Company published guidelines governing use of the Internet. These guidelines may change from time to time and it is your responsibility to know the current guidelines and comply with them. In case of a violation, in addition to taking disciplinary action against you in accordance with Chapter 6 of these Policies and Procedures, the Company may require you to immediately remove any information or marketing site that is in violation of Company policies.

(iv) Examples of Permitted Uses by Non-1st Level Distributors

If you maintain a personal Facebook page where you post a variety of information, you could post information that that you are a Hempton's Sales Agent, information about Hempton's events you have participated in and preliminary information about Hempton's and direct readers to a Company Website for more information.

If you maintain a personal blog or social network site, you may blog in a particular post that you are a Sales Agent of Hempton's products and that others can sign up as Sales Agents and to contact you if they are interested in discussing the business with you.

(v) Examples of Prohibited Uses by Non-1st Level Distributors



A Facebook page that is primarily devoted to Hemptions, that includes posted marketing materials not approved by the Company for Facebook or a blog, including personal before and after photos, or third party videos or before and after photos, or if it is fan page or similar would be considered an Internet Marketing Site and would be a violation of policy for non-1st Level Distributors.

A blog or social network site that is primarily about the Products or opportunity, i.e., that is the focus of your postings and discussions, that is titled with a Hemptions trademark or slogan, or utilizes marketing content, would be an Internet Marketing Site and would be a violation of policy for non-1st Level Distributors.

The foregoing examples are provided for illustration purposes only and are not intended as an exhaustive list of permitted or non-permitted uses of the Internet or the conditions or factors the Company will consider in determining whether any particular use of the Internet is an Internet Marketing Site.

7.3. "3rd Party" Internet Marketing Sites

No 1st Line Distributor or Sales Agent may create a "Hemptions" Product website. All internet traffic, may only be funnels via the official Hemptions Websites.

7.4. Additional Restrictions on Internet Use

All posts on Sales Agents' websites, any other form of Internet use allowed by these Policies and Procedures, including Internet video and audio, social media and other sites that have content based on user participation and user generated content must comply with the following rules:

- a. You may not register your website(s) with search engines or web directories using any Company or third-party owned intellectual property or any proprietary information (e.g., trademarks, trade names, trade secrets and copyrighted material) without written permission from the owner;
- b. You may not use or distribute replicating websites, except Company produced replicating web sites;



- c. You may not replicate any Company or third-party intellectual property or proprietary information in the unique domain names/URL or meta-tags of your websites, on or in any other form of Internet use, including but not limited to, tags, links, blog names, social networking sites, social media and applications and other sites that have content based on user participation and user generated content, forums, message boards, blogs, wikis and podcasts (e.g., Facebook, YouTube, Instagram etc.) or “wallpaper”.
- d. You may not use sponsored links or pay for placement advertising with Internet search engines and web directories;
- e. You may promote your websites or pages through one-on-one personal contact only; and
- f. You may provide links to your website or pages only from other websites that have been registered with the Company.

7.5. Internet Video and Audio

You are prohibited from posting any video or audio content created by, produced by, owned by, or related to :

- (i) the Company, its Products, Sales Compensation Plan or Sales Agents, or (
- (ii) you or any third party, on any website unless you have received prior written authorization from the Company or such posting is specifically permitted by this Section 7.5 of this Chapter 3. This prohibition includes, but is not limited to, video or audio recordings of Company personnel or Company or Sales Agent sponsored events, meetings, training, or sales presentations. As an exception to this rule, 1st Line Distributors may post Company produced audio and video presentations, specifically authorized by the Company for Internet posting by 1st Level Distributors, on their Websites, as well as audio and video presentations that have been registered with the Company and for which a Notice of Registration has been issued.

7.6. Internet Selling

Products may be sold on the Internet only through Company websites or through company owned Distributor websites and may not be sold through Sales Agent websites of any kind or any other form of Internet use, including Internet video and audio, social networking sites, social media and applications and other sites that have content based on user participation and user generated content, forums, message boards, blogs, wikis and podcasts (e.g., Facebook, YouTube, Twitter, Instagram etc.). 1st Line Distributors' websites may link to Company websites. This restriction on Internet selling includes, but is not limited to, Internet auction and classified advertising websites such as ebay.com or craigslist.org.

7.7. Spam

You must comply with all laws regarding the sending of email messages, privacy and electronic communications and it is your duty to become and remain informed about the requirements of these laws. You are prohibited from sending unsolicited email regarding your website or Sales Agency to individuals who have not specifically requested information regarding the Company's business opportunity or Products. In the event an individual who has formerly agreed to receive e-mail information concerning the business opportunity and/or Products later requests that you cease sending the individual e-mail, you must honour this request immediately.

8. Lead Generation Services - No Speaking Fees

8.1. Lead Generation Services

Before you sell, purchase, or use any lead in the promotion of the business, you must verify that the lead has been properly obtained and is legal for use in the area where you are contacting the identified lead.

Any violation of laws related to leads is the sole responsibility of the persons providing and contacting the leads. The person committing the violation must indemnify the Company for any costs or damages arising from regulatory or personal challenges to the use of the lead.

8.2. No Speaking Fees - Meetings

You may not charge a fee to speak at any Sales Agent meeting. In the event you are putting on a meeting or other function, you may charge a fee to Sales Agents attending the meeting or other function, but such fee must not be more than is necessary to cover the costs of such meeting or other function.

9. No Recording of Company Events or Employees

You may record any Company sponsored event, or any speech or other presentation made by an employee or other representative of the Company at any meeting, event or otherwise if it is only for your own private use and is not posted, distributed, copied or broadcast in any format or media and is not shown to any other Sales Agents, prospective Sales Agents or customers regardless of the setting.

Except for recordings for private use as described in this Section 9, you may not record any Company sponsored event, record any speech or other presentation made by an employee or other representative of the Company at any meeting, event, or otherwise without the prior written consent of the Company.

Chapter 4 - Sponsoring

1. Becoming a Sponsor

1.1. Requirements

You may only act as a Sponsor if you meet all the requirements and accept all the responsibilities described in the Contract.

1.2. The Placement of New Sales Agents

You may refer people to become Sales Agents of the Company by having them submit an online Sales Agent Agreement to the Company. Upon acceptance by the Company of the Sales Agent Agreement, applicants are placed directly below the Sponsor referenced during the signup process.

Although a newly sponsored Sales Agent may be referred to as part your Downline Organization, this does not create in you any form of ownership interest in that Sales Agentship or with respect to any information regarding that Sales Agent. All Sales Agents are part of the Company Network and the Network and any information regarding the Network are an asset that is owned solely by the Company and not the Sponsor.

1.3. Distribution of Company Leads

When the Company receives enquiries from individual regarding the Company's Products or business opportunity, the Company refers these individuals to Sales Agents according to its discretion.

2. Responsibilities of a Sponsor

2.1. Training of Downline Organization

You must supervise, train, support and have on-going communication with

- (i) any Sales Agent that you sponsor and
- (ii) your Downline Organization in a manner consistent with the terms of the Contract.

Your responsibilities include, but are not limited to:

- a. Provide regular sales and organizational training, guidance and encouragement to your Downline Organization as set forth in the Sales Compensation Plan;
- b. Exercise your best efforts to make sure that all Sales Agents in your Downline Organization properly understand and comply with the terms and conditions of the Contract and applicable national and local laws, ordinances and regulations;
- c. Intervene in any disputes arising between a customer and any of your Downline Organization and attempt to resolve the disputes promptly and amicably;
- d. Maintain contact with your Downline Organization and be available to answer questions;
- e. Provide training to ensure that the Product sales and opportunity meetings conducted by your Downline Organization are conducted in accordance with the Contract, current Company literature and in accordance with any applicable laws, ordinances and regulations;
- f. Monitor the activities of those you personally sponsor and those in your Downline Organization and work in good faith with the Company to prevent the violation of these Policies and Procedures and manipulation of the Sales Compensation Plan;
- g. Supervise and assist your Downline's efforts to sell the Company's Products to customers; and
- h. Cooperate with the Company regarding investigations of your Downline Organization and, upon request from the Company, provide all relevant information pertaining to any investigation.

2.2. Line Switching

You may not encourage, entice, solicit, or otherwise assist another Sales Agent to transfer to a different Sponsor. To do so constitutes an unwarranted and unreasonable interference with the contractual relationship between the Company and its Sales Agents. This prohibition includes, but is not limited to, offering financial or other tangible incentives for another Sales Agent to terminate an existing Sales Agency and then re-sign under a different Sponsor. You agree that a violation of this rule inflicts irreparable harm on the Company and agree



that injunctive relief is an appropriate remedy to prevent that harm. The Company may also impose penalties on any Sales Agents that solicits or entices an existing Sales Agent to change lines of sponsorship.

2.3. No Purchase of Products or Business Support Materials and Services Required

You may not require any Sales Agent or prospective Sales Agent to purchase any Products or any Business Support Materials and Services, or imply that any such purchase is required to become a Sales Agent.

2.4. Correct Information on Company Forms

You may not encourage or assist any Sales Agent or prospective Sales Agent to provide false or inaccurate information in their Sales Agent Agreement or any other Company form.

2.5. Your Downline's Communication with the Company

You may not discourage, attempt to prevent or prevent, for any reason, any Sales Agent from directly contacting the Company, or the Company from directly contacting any Sales Agent. It is your duty to facilitate communication between any Sales Agent in your Downline Organization and the Company at the request of a Sales Agent in your Downline Organization or at the request of the Company.

3. International Business

3.1. International Business

Both 1st Line Distributors and Sales Agents may only conduct their affiliation with Hempton's and Hempton's Products, in their Country of Residence.

You will not negotiate not solicit anyone, not in your country of residence to become a Sales Agent, or to sign up in your Downline.

Chapter 5 - Restrictive Covenants

1. Ownership of Network

You acknowledge and agree that:

- (i) the Network is protected as a valuable, proprietary, trade secret asset that is owned by the Company;
- (ii) the Network has been developed for the exclusive benefit of the Company and Sales Agents as they promote authorized business activities and Products of the Company through the Network;
- (iii) the protection of the Network is fundamental to the ongoing success of both the Company and its Sales Agents; and
- (iv) a violation of your obligations under this Chapter 5 inflicts irreparable harm to the Network, to the Company and to fellow Sales Agents. Based on the foregoing, you agree that the breach of your obligations under Chapter 5 of these Policies and Procedures would constitute an unwarranted and unreasonable interference with the contractual relationship between the Company, its Sales Agents and customers and damage the competitive business interest and integrity of the Company and Network.

2. Restrictive Covenants

2.1. Non-Solicitation

a. Survival of Obligation

Your obligations under this Subsection survive for a period of (2) two years from the date of your resignation, termination, transfer or other change in ownership status of your Sales Agency, or the maximum permitted by applicable law.

a. Injunctive Relief

In addition to other compensatory damage awards to the Company, temporary and permanent injunctive relief is an appropriate remedy to prevent further damage to the Network and the Company.



b. Sale of Third-Party Products and Services

You may not, in any manner, directly or indirectly, promote, market or sell the products or services of another Business Entity or Individual to the Network unless you have a pre-existing business relationship with that Sales Agent prior to that person becoming a Sales Agent. For example, if you own a hair salon and as a Sales Agent you sponsor one of your customers, who then becomes a Sales Agent, then you may continue selling your customer your services and hair products from your salon. Notwithstanding the foregoing, you may not offer third-party products, services or opportunities in conjunction with the sale of Products, or package third-party products, services or opportunities with Products, or offer or promote third-party products, services or opportunities at Company or Sales Agent meetings, calls or any other Company-related functions without the prior written consent of the Company.

c. Recruit to another Direct Sales Company

You may not, in any manner, directly or indirectly, recruit, solicit, or sponsor any Sales Agent or customer, to :

- (i) form a relationship with,
- (ii) promote, sell or purchase the products or services of,
- (iii) participate as a salesperson of,
- (iv) or otherwise associate with, a Direct Sales Company, or encourage any Sales Agent or customer to do so or to terminate or alter their relationship with the Company.

2.2. Confidential Information

As a result of your position as a Sales Agent, you have access to Confidential Information that you acknowledge to be proprietary, highly sensitive and valuable to the Company's business, which information is available to you solely and exclusively for purposes of furthering the sale of Company Products and prospecting, training and sponsoring third parties who wish to become Sales Agents and to further build and promote your business. You and the Company agree and acknowledge that, but for your agreement of confidentiality and nondisclosure, the Company would not make Confidential Information available to you. During any term of the Sales Agent Agreement and for a period of (4) four years after the termination or expiration of the Sales Agent Agreement, you will not, for any reason, on your own behalf, or on behalf of any other Person:

- Disclose any Confidential Information related to or contained in the Network to any third party directly or indirectly;
- Disclose, directly or indirectly, the password or other access code to the Network;
- Use the Confidential Information to compete with the Company, or for any purpose other than promoting the Company; or
- Use or disclose to any Person any Confidential Information related to or contained in the Network that was obtained while your Sales Agent Agreement was in effect.

Upon non-renewal, resignation or termination of your Sales Agentship, you will promptly destroy or return to the Company all Confidential Information. The obligations of this Section 2.3 will survive the termination or expiration of the Sales Agent Agreement.

2.3. Confidentiality of Sales Agents Information

As a result of your position as a Sales Agent, you may, at the sole discretion of the Company, be provided access to information about other Sales Agents and their Downline Organizations for the sole purpose of allowing you to provide business support to these Sales Agents and their Downline Organizations. This information is highly confidential and you may not disclose information about a Sales Agents and their Downline Organization to other Sales Agents or to any other party. By accessing such information, you expressly agree to these restrictions and acknowledge that, but for your agreement of confidentiality and nondisclosure, the Company would not make such information about other Sales Agents and their Downline Organizations available to you.

2.4. Non-Disparagement

In consideration of the Company's recognition, commissions and Bonuses and other compensation that you receive as a Sales Agent, you will not disparage the Company, or any other company or person, including but not Procedures or Company employees. Disparagement may result in termination of your Sales Agent association with the Company.

2.5. Remedies

You acknowledge that the Company would suffer irreparable harm as a result of any unauthorized disclosure or use of Confidential Information, including the Network, or recruiting current Sales Agents for another Direct Sales Company in violation of Section 2.1 of this Chapter 5 and that monetary damages are insufficient to compensate the Company for such harm. Therefore, if you are in breach of any of the requirements of this Chapter 5, the Company is entitled to an injunction or temporary restraining order without prior notice to you, restraining any unauthorized disclosure or use of Confidential Information, which relief may be in addition to any other available legal remedy, including damages. In any such action, if the Company prevails, you agree that you will reimburse the Company for its costs and reasonable attorneys' fees incurred in connection with taking the necessary legal action. As to the Company, you waive all bonding requirements otherwise applicable to a temporary restraining order and/or Injunction.

2.6. Enforceability

In the event that any provision of this Chapter 5 should ever be deemed or adjudged by a court of competent jurisdiction or an arbitrator with proper jurisdiction, to exceed the limitations permitted by applicable law, then the remaining provisions will nevertheless be valid and enforceable to the maximum extent allowable as determined by such court or arbitrator and such provisions will be reformed to the maximum allowable limitations as determined by such court or arbitrator. The remainder of the prohibitions and protections in this Chapter 5 will remain in full force and effect.

Chapter 6 - Enforcement of Contract

1. The Contract

You agree that the relationship between you and the Company is based entirely on the written Contract. The Contract may be amended by the Company as provided in these Policies and Procedures. You may not amend the Contract unless the amendment is in writing and signed by you and a legally authorized representative of the Company. Neither you nor the Company may claim that the Contract :

- (i) has been altered or amended by any practice or course of dealing or course of action,
- (ii) has been modified or amended verbally by an officer or employee of the Company, or
- (iii) that there is a quasi-contract or an implied in fact contract between you and the Company.

2. Acts of Participants in a Sales Agency

The acts of any Participant, including a spouse, any partner or agent of a Sales Agent will be considered to be the acts of the Sales Agent and subject to the terms and conditions of the Contract.

3. Procedures for Investigation, Discipline and Termination

3.1. Reports of Alleged Violations

All reports of violations must be in writing and sent for the attention of the Company's Distributor Compliance Review Committee (DCRC) by an individual who has personal knowledge of the alleged violation. The Company may also investigate an alleged violation of which it becomes aware of through its own independent resources or internal investigations. The Company may take action on its internal investigations at any time and is not bound by the time limits set forth in Section 3.2 of this Chapter 6.

3.2. Time Limit for Reports of Violations

In order to prevent stale claims from disrupting the business activities of Sales Agents and their Downlines and the Company, the Company will not take action on any alleged violation of the terms and conditions of the contract not submitted in writing to the Company's DCRC, within two Years of the first occurrence of the alleged violation. Alleged Violations will be referred to as "disputes" which is further defined in the Glossary of Defined in section 3 of chapter 7.

3.3. Balance of Rights of Privacy

The Company's investigative procedures and dispute resolution process is intended to balance your rights of privacy and the rights of other Sales Agents and the rights of the Company. Therefore, until the Dispute has been submitted to arbitration, all information and evidence received by the Company will be released only to you and other Sales Agents involved in the Dispute as the Company deems necessary. Before releasing any information, the Company will consider :

- (i) the complexity of the Dispute;
- (ii) the duty to balance privacy rights and disclosure obligations. If the Dispute is referred to arbitration, all information and evidence will be made available in accordance with the rules and procedures for arbitration of Disputes described in Chapter 7.

3.4. Procedure

Your rights under the Contract depend on you meeting all of your obligations under the Contract. If the Company determines that you have breached the terms of the Contract, then based on the nature of the Dispute, the Company, in its sole discretion, may proceed as follows:

- (i) immediately terminate your Sales Agentship or take any other appropriate action as provided in Section 3.7 of this Chapter 6;
- (ii) proceed directly to arbitration in accordance with Chapter 7, or
- (iii) process the alleged Dispute according to the following procedures:

a. Written Notice

You will receive written notice from the Company that you are or may be in violation of the Contract.

b. Responses and Company Prohibitions

You will have 10 business days from the date of the written notice during which you may present, in writing, all the information that you consider relevant to the alleged Dispute. You may provide information about individuals that have relevant information, together with their names and addresses, other appropriate contact information and copies of all relevant documents. If you fail to respond to the written notice or fail to provide all relevant facts and information, the Company may take action that it deems appropriate. The Company has the right to prohibit the activities of your Sales Agency (placing Product orders, sponsoring, receiving commissions and bonuses etc.) from the time the written notice is sent you until a final decision issued.

c. DCRC

The Company will review any information submitted by you within the 10-day period or by collateral sources and any information that the Company has independently discovered.

The DCRC will make a final decision regarding the Dispute and the action that the Company will take, if any and will send you a copy of the decision of the DCRC. The Company may, at its sole option, send a copy of the decision of the DCRC to other interested parties.

3.5. Sales Agent Compliance Appeals Committee (DCAC)

If the Company takes immediate action as provided in Section 3.7 of this Chapter 6, or the DCRC has issued a decision regarding the Dispute, then you will have 10 business days from the date of the written notice to submit in writing your appeal to the DCAC. Your written notice should include a description of your objections to the Company's immediate action or the DCRC decision. Within 90 days of receipt of your written notice, the DCAC will review your appeal and provide written notice :

- (i) of its final decision,
- (ii) that its review will require additional time, or (iii) that the matter should proceed directly to arbitration under Chapter 7.

If the DCAC has decided that the matter should proceed directly to arbitration and you do not desire to participate in the arbitration, then you will still be bound by the decision in the arbitration. When the DCAC has made a final decision, it will send you written notice and you will have 60 days from the date of the DCAC decision to request arbitration of the DCAC decision.

3.6. Company Actions for Breach of Contract

Once the Company determines that a breach of the Contract has occurred, the Company may, in its sole discretion, which shall be based on objective grounds and not discriminatory, terminate your Contract. In addition to, or in lieu of terminating your Contract, the Company may take any other action it deems appropriate, including any or all of the following (which shall be determined based on the type of contractual breach):

- a. Notify you, in writing, of the Company's concerns and of the Company's intent to discontinue your rights under the Contract if your non-performance continues;
- b. Suspend your rights under the Contract;
- c. Monitor your future performance over a specified period of time;
- d. Stop performing the Company's obligations under the Contract and suspend your privileges under the Contract, including, without limitation, terminating or suspending your right to receive awards, terminating your right to be recognized at corporate events or in corporate media (publications, videos, etc.), terminating your right to participate in Company sponsored events or Sales Agent sponsored events, terminating your right to place orders for Company Products, terminating your right to receive promotions within the Sales Compensation Plan, or terminating your right to participate as Sponsor; reducing your standing level title and terminating your right to receive commissions and bonuses on volumes on one or more levels of your Downline Organization; terminating your Compensation Plan;

- e. Identify specific actions you must take to correct your non-performance and require you to provide the Company with a written description of what you intend to do to meet your Contractual obligations;
- f. Reduce the payment of all or any part of your commissions and bonuses you have earned from sales made by you or all or any part of your Downline Organization;
- g. Reassign all or part of your Downline Organization to a different Sponsor;
- h. Recover from your Sales Agency any reasonable damages caused by the breach;
- i. Take any action that the Company deems appropriate to protect the Company and its Network; and
- j. Seek injunctive relief or any other remedies available by law.

3.7. Immediate Action

If the Company determines, in its sole discretion, that a Dispute requires immediate action, or the Company has previously notified you that it will take immediate action for violations or actions similar to those described in such notice, then the Company may take any immediate action or remedy that it deems appropriate, including termination of your Sales Agency, or your right to receive any commissions and/or bonuses, or to place orders for Company Products. The Company will provide you with written notice of its action. You will have 10 days to appeal the Company's decision as provided in this Chapter 6.

3.8. Remedies

The Company reserves the right, at its sole discretion, to exercise any remedy available in this Chapter 6. Any failure or delay by the Company in exercising such remedies will not operate as a waiver of such remedies.

3.9. 3.9 Termination of Your Contract

- a. Subject to the conditions of this Section 3.9 of Chapter 6,



- (i) you may terminate your Sales Agency at any time and without incurring any costs or penalty due to such termination, by providing the Company with a signed written notice of termination;
 - (ii) the Company may terminate your Sales Agency as provided in this Chapter 6; and
 - (iii) the Company may terminate your Sales Agency without notice if you have not engaged in any Business Activity on your account for a period of 12 or more consecutive months.
- b. If you terminate your Sales Agency, then termination becomes effective on whichever is later:
- (i) the date the Company receives your written notice of termination,
 - (ii) the date specified in your written notice.
- c. Termination of your Sales Agency results in the loss of all rights and benefits as a Sales Agent, including the permanent loss of your Downline Organization. After your Sales Agency has been terminated, whether by you or the Company, you may apply to become a Sales Agent again by submitting to the Company a new Sales Agent Agreement once you have satisfied the waiting period set forth in Chapter 1, Section 3.3 of these Policies and Procedures. The requirement that you must submit a new Sales Agent Agreement is mandatory regardless of whether you are applying to be a Sales Agent under your former Sponsor or a new Sponsor.
- d. Upon termination of a Sales Agency for whatever reason, if there is any pending investigation of and/or unresolved legal issue related to the Sales Agency, which includes any alleged breach or actual breach of the Contract, then the Downline Organization may not roll up until all pending investigations and/or legal issues have been resolved by the Company and all penalties have been fully satisfied.
- e. The obligations of the Contract described in Chapter 5 will survive the cancellation, termination or expiration of the Contract. Any other provisions, or parts thereof, which, by their nature, should survive cancellation, termination, or expiration will also survive for the specified duration.

Chapter 7 - Arbitration

1. What is Mandatory Arbitration

In order to expedite the resolution of all Disputes, the Company has instituted a mandatory arbitration procedure. Arbitration is the referral of a Dispute to an impartial third party selected by you, the Company and any other Sales Agents involved in the Dispute. An arbitrator acts as a judge, listens to the parties' evidence and renders a binding decision. The arbitrator's decision is a judgement that is enforceable in a court of law. The object of arbitration is the final disposition of differences of the parties in a faster, less expensive and perhaps less formal manner than is available in ordinary court proceedings.

2. Arbitration is Mandatory and Binding as to all Disputes

You and the Company agree that mandatory and binding arbitration is the sole means to resolve any and all disputes. You waive all rights to jury or court trials to resolve a dispute. The arbitration is final and the decision cannot be appealed. The County of Cork, in Ireland, will be the exclusive venue for arbitration of all Disputes.

3. Definition of a Dispute

Any and all past, present or future claims, disputes, causes of action or complaints, whether based in contract, tort, statute, law, product liability, equity, or any other cause of action,

- (i) arising under or related to this contract,
- (ii) between you and other sales agents arising out of or related to a Sales Agentship, or your business relationships as independent contractors of the company,
- (iii) between you and the company,
- (iv) related to the company or its past or present affiliated entities, their owners, directors, officers, employees, investors, or Vendors,
- (v) related to the products,
- (vi) regarding the Company's resolution of any other matter that impacts your Sales Agentship, or that arises out of or is related to the Company's business, including your disagreement with the Company's disciplinary actions or interpretation of the contract.

4. Mediation

Mediation is a process whereby a neutral third party attempts to resolve a Dispute between contending parties. The object of the Mediator is to increase the parties' mutual understanding of the Dispute and persuade them to adjust their positions towards each other and hopefully reconcile the Dispute. If all the parties that participated in the DCRC proceeding agree to mediation, then the Company will facilitate a mediation that will be held in Cork, County Cork, Ireland at the offices of the Company's outside council.

The mediation will be conducted in the English language.

All fees and costs of the mediation will be borne equally by the parties in the mediation. If not all the parties agree to the mediation, then the Dispute will be submitted to arbitration as provided in this Chapter 7.

5. Request for Arbitration

For ease of reference, all parties that participated in the DCAC proceeding and that will participate in the arbitration, including the Company, may be referred to as "Participants" in this Chapter 7. Within 60 days from the date of the DCAC decision, any Participants, not satisfied with the DCAC's decision, will notify, in writing, all the other Participants in the DCAC proceeding that the Participant/s requests that the Dispute be referred to arbitration before a neutral third-party arbitrator ("Petition for Arbitration"). Failure to submit a timely Petition for Arbitration will constitute acceptance of the DCAC decision and the Participant/s agree to abide by the terms of the decision. Within a reasonable time after receipt of the Petition for Arbitration, the Company, through its outside counsel, will contact all the Participants regarding an arbitration date and provide a list of potential arbitrators.

6. Arbitration Procedure

6.1. Rules of Arbitration - Location

The arbitration will be conducted by a professional arbitrator that has been agreed to by the Participants. The arbitration will be conducted in accordance with the Ireland Uniform Arbitration Act.

The arbitration will be held in Cork, County Cork, Ireland.

6.2. Discovery

The arbitrator will have the discretion to order a pre-arbitration exchange of information by the Participants, including but not limited to, production of requested documents, exchange of summaries of testimony of proposed witnesses and the depositions of witnesses and the Participants.

Additionally, subject to the approval of the selected arbitrator, the Participants may submit a pre-arbitration brief outlining the legal causes of action and factual background.

6.3. Date of Arbitration

Unless all the Participants agree to extend the date of the arbitration, the arbitration will take place no later than six months after the date of the Petition for Arbitration.

6.4. Language

The arbitration will be conducted in the English language, but at the request and expense of the requesting participant, documents and testimonies will be translated into the requesting Participants preferred language.

6.5. No Class Actions

No Dispute will be adjudicated, in arbitration or any other judicial proceeding, as a class action.

6.6. Permitted Attendees

Each Participant in the arbitration is limited to the attendance of the Participant, those individuals appearing on the Participants Sales Agent Agreement and no more than two Attorneys per Participant.

6.7. Fees and Expenses of Arbitrator

All fees and expenses of the arbitrator will be borne equally by the Participants in the arbitration.

6.8. Awards

- a. The arbitration will be final and binding. It will be a full resolution of all claims and disputes between the Participants in the arbitration. Judgment upon the award rendered by the Arbitrator may be entered in any court within Cork, County Cork, Ireland. All upline Sales Agents and Downline Organizations of the Participants will be bound by the final arbitration award.
- b. Any award by the arbitrator will be in writing and based on the application of the strict rules of law to the facts before the Arbitrator. The Arbitrator is authorized to award a Participant any sums that are deemed proper for the time, expense and trouble of arbitration including arbitration fees and Attorney fees. Punitive damages however, will not be allowed in any Dispute.

Neither any participant nor the company, nor any of the Company's related entities, officers, directors, employees, investors, or Vendors, will have any liability for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, or loss of business reputation or opportunity relating to the breach or alleged breach of the contract or for any act, omission, or other conduct arising out of the Participant's status as an independent contractor and Sales Agent of the Company's Products.

6.9. Confidentiality

All arbitration proceedings will be closed to the public and confidential. Except as may be required by neither a Participant nor the Arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all the Participants.

6.10. Enforcement of Award; Injunctive Relief

Notwithstanding this Arbitration policy, any Participant may apply to a court of competent jurisdiction in the County of Cork, Ireland or in any other jurisdiction as necessary

- (i) to enforce an arbitration award or the injunctive relief granted by an arbitrator, or

- (ii) to seek a temporary restraining order, preliminary injunction, or other injunctive relief before, during the pendency of, or after a decision in any arbitration proceeding. The institution of any action in a court for equitable relief, or to enforce an arbitration award or order, will not constitute a waiver of the obligation of any Participant to submit any Dispute to arbitration.

6.11. Survival

Your agreement to arbitrate will survive any termination or expiration of the Contract or any other agreements between you and the Company.

7. Third Party Claims

In order to protect the Company, its assets and its reputation from claims or disputes created by outside (non-Sales Agent) third parties, the Company requires the following:

- (i) if any Sales Agent is charged with any infringement of any proprietary right of any outside third party (who is not a Sales Agent) arising from any of the Company's proprietary assets, or if the Sales Agent become the subject of any claim or suit related to that Sales Agent's business-related conduct or any other action that directly or indirectly negatively affects or puts the Company, its reputation, or any of its tangible or intangible assets at risk, the affected Sales Agent will immediately notify the Company. The Company may, at its own expense and upon reasonable notice, take whatever action it deems necessary (including, but not limited to, controlling any litigation or settlement discussion related thereto) to protect itself, its reputation and its tangible and intangible property. The Sales Agent will take no action related to that claim and suit, unless the Company consents, which consent will not unreasonably be withheld.

Chapter 8 - General Terms

1. General Terms

1.1. Contract Changes

The Company expressly reserves the right to make any modifications to the Contract upon 30 days notice by publication on the Company's websites, normal channels of communication with Sales Agents, or as provided in Section 1.6 of this Chapter 8. You agree that 30 days after such notice, any modification becomes effective and is automatically incorporated into the Contract between you and the Company as an effective and binding provision. By continuing to act as a Sales Agent, engaging in any Business Activity, or accepting any Bonus after the modifications have become effective, you acknowledge acceptance of the new Contract terms. If you do not agree to these modifications, you may elect to terminate your Sales Agentship in accordance with Section 4.4 in Chapter 1.

1.2. Waivers and Exceptions

The Company reserves the right, in its sole discretion, to waive a breach of, or make an exception to, any provision of the Contract. Any waiver by the Company of a breach of any provision of the Contract or any exception made by the Company of any provision of the Contract must be in writing and will not be construed as a waiver of any subsequent or additional breach or an exception for any other Person. Any right or prerogative of the Company under the Contract may be exercised at the Company's discretion. Any exception made by the Company, or any failure or delay by the Company in exercising any right or prerogative under the Contract will not operate as a future exception or waiver of that right or prerogative.

1.3. Integrated Contract

The Contract is the final expression of the understanding and agreement between you and the Company concerning all matters touched upon in the Contract and supersedes all prior and contemporaneous agreements of understanding (both oral and written) between the parties. The Contract invalidates all prior notes, memoranda, demonstrations, discussions and descriptions relating to the subject matter of the Contract.



The Contract may not be altered or amended except as provided in these Policies and Procedures. The existence of the Contract may not be contradicted by evidence of any alleged prior contemporaneous oral or written agreement.

Should any discrepancy exist between the terms of the Contract and verbal representations made to you by any Company employee or another Sales Agent, the express written terms and requirements of the Contract will prevail.

1.4. Severability

Any provision of the Contract that is prohibited, judicially invalidated, or otherwise rendered unenforceable in any jurisdiction is ineffective only to the extent of the prohibition, invalidation, or unenforceability in that jurisdiction and only within that jurisdiction. Any prohibited, judicially invalidated or unenforceable provision of the Contract will not invalidate or render unenforceable any other provision of the Contract, nor will that provision of the Contract be invalidated or rendered unenforceable in any other jurisdiction.

1.5. Governing Law/Jurisdiction

Cork, County Cork, Ireland will be the exclusive venue for arbitration or any other resolution of any Disputes. The place of origin of the Contract is County Cork, Ireland and the Contract will be governed by, construed in accordance with and interpreted pursuant to the laws of the County of Cork, Ireland, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all Disputes, including the validity of provisions regarding arbitration, place of venue and jurisdiction, will be in Cork, County Cork, Ireland. You consent to the personal jurisdiction of any court within the County of Cork, Ireland and waive any objection to improper venue. You waive to any privilege of jurisdiction you may benefit under your resident country laws.

1.6. Notices

Unless otherwise provided in the Contract, any notice or other communications requested or permitted to be given under the Contract will be in writing and will be delivered personally, transmitted by facsimile or sent by first class, certified (or registered) or express mail, postage prepaid.



Unless otherwise provided in the Contract, notices will be deemed given when delivered personally, or if transmitted by facsimile, one day after the date of that facsimile, or if mailed, (7) seven days after the date of mailing to the address of the applicable Hempton's Local to the attention of the Legal Department or to the Sales Agent's address as provided by the Sales Agent on the Sales Agent Agreement, unless notice of an address change has been received by the Company.

1.7. Successors and Claims

The Contract will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

1.8. Headings

The headings in the Contract are for convenience of reference only and will not limit or otherwise affect any of the terms or provisions of the Contract.

1.9. Internal References

All references to Sections or Chapters herein refer to Sections or Chapters of these Policies and Procedures unless otherwise indicated.

1.10. Plurality and Gender

All words will be deemed to include the plural as well as the singular and to include all genders.

1.11. Translations

In the event that any discrepancies exist between the English version of the Contract and any translation thereof, the English version will be controlling.



Addendum A - Glossary of Defined Terms

ADR (Automatic Delivery Rewards) Program

Optional program available in some Authorized Countries allowing Sales Agents to place a standing order with the Company shipped to the Sales Agent on a monthly basis.

Advertising Material

Any electronic, printed, oral presentation or other material used in the offer or sale of Products, recruitment of prospective Sales Agents, or training of Sales Agents, which makes reference to the Company, the Products, the Sales Compensation Plan, or its trade names or logos and may include Personalized Advertising Material.

Authorized Country

Any country designated in writing by the Company as officially opened for business for all Sales Agents.

Beneficial Interest

As to Sales Agentships:

Any interest whatsoever, whether it is direct or indirect, including but not limited to any ownership interest, rights to present or future benefits, financial or otherwise, rights to go on Company sponsored trips and other events, rights to purchase Products at wholesale prices, recognition of any type or other tangible or intangible benefits associated with a Sales Agentship.

An individual has a Beneficial Interest in the Sales Agentship of a spouse or Co-habitant.

If a Person is or should be listed on the Business Entity Form of a Business Entity he is considered to have a Beneficial Interest in such Business Entity's Sale Agentship. Any individual with a Beneficial Interest in a Business Entity will be deemed to have Beneficial Interest in the Sales Agentship.

As to a Direct Sales Company:

Any interest whatsoever, whether it is direct or indirect, including but not limited to any ownership interest, rights to present or future benefits, financial or otherwise, rights to go on Direct Sales Company sponsored trips and other events, rights to purchase the products of a Direct Sales Company at wholesale prices, recognition of any type or other tangible or intangible benefits associated with a Sales Agentship



of a Direct Sales Company. An individual has a Beneficial Interest in a Direct Sales Company Sales Agentship of (i) a spouse or Co-habitant, or (ii) a Business Entity if the individual has a Beneficial Interest in the Business Entity.

Commissions & Bonuses

Compensation paid by the Company to a Sales Agent based on the volume of Products sold by a Sales Agent, his Downline Organization and breakaway Executives upon meeting all requirements as set forth in the Sales Compensation Plan. Hemptions Local has been assigned the right to pay commissions and bonuses to Sales Agents in the Resident Country. Commission and bonus payment periods are calculated on a calendar-month basis.

Business Activity

Any activity that benefits, promotes or assists the business of a Sales Agentship, including signing a Sales Agent Agreement, purchasing Products from or returning Products to the Company, sponsoring and/or recruiting new Sales Agents, use of credit cards, shipping services, or any other activities that the Company, in its sole discretion, determines to be a material promotion of the Company's business.

Business Development Activity

Any activity that benefits, promotes, assists, or supports in any way the business, development, sales, or sponsorship of another Direct Sales Company, including but not limited to, selling products or services, promoting the business opportunity, appearing on behalf of the Direct Sales Company or one of its representatives, allowing your name to be used to market the Direct Sales Company, its products, services or opportunity, sponsoring or recruiting on behalf of the Direct Sales Company, acting as a member of the board of directors, as an officer, or a representative or Sales Agent of the Direct Sales Company, an ownership interest, or any other beneficial interest, whether the interest is direct or indirect.

Business Entity

Any business entity having legal capacity, such as a corporation, partnership, limited liability company, trust, or other form of business organization legally formed under the laws of the jurisdiction in which it was organized.



Business Entity Form

A supplemental document considered part of the Sales Agent Agreement. The Business Entity Form must be completed and signed by a Business Entity applying to become a Sales Agent, as well as each Participant in the Business Entity. The Business Entity Form must list all Persons who are partners, shareholders, principals, officers, directors, members or anyone else with a Beneficial Interest in the Business Entity.

Business Support Materials

Any electronic, printed, audio or video presentation or other material used in the offer or sale of Products, recruitment of prospective Sales Agents or training of Sales Agents, which makes reference to the Company, its Products, the Sales Compensation Plan or its trade names.

Business Support Materials and Services

This term is used to refer to Business Support Materials and Business Support Services together.

Business Support Services

Any services or business tools supporting the offer of sale of the Company's Products, recruitment of prospective Sales Agents or the training of Sales Agents.

Co-habitant

A person who is living with a Sales Agent as if a spouse of the Sales Agent, but is not legally married.

Company

Hempton's or Company means Hempton's and its affiliated entities.

Company Approved Business Support Materials

Marketing materials designated in writing by the Company as approved for use in specific countries.

Confidential Information

All private, confidential and/or proprietary information disclosed to or discovered by you regarding the Company including, without limitation, intellectual property rights, trade secrets, the Network, personal information, sales volumes and genealogy, manuals, protocols, policies, procedures, marketing and strategic information, computer software, training materials, non-public financial information and any copies, notes or abstracts of any such information, or any other information that the Company considers proprietary, highly sensitive, or valuable to its business.

**Contract**

The agreement between a Sales Agent and the Company composed of the Sales Agent Agreement, Business Entity Forms and the Resident Country Product Purchase Agreement. The Contract is the complete and only agreement between the Company and a Sales Agent.

Convention

A Convention is a Company-approved trade show relating directly to the Company business and during which Executives may rent a booth or set up an exhibit.

DCAC

Sales Agent Compliance Appeals Committee whose duties are described in Chapter 6.

DCRC

Sales Agent Compliance Review Committee whose duties are described in Chapter 6.

Demoted Executive

A Demoted Executive is an Executive who has failed to maintain Executive requirements and is in the process of being demoted back to Sales Agent. Please refer to the Sales Compensation Plan for more details.

Direct Sales Company

A company that uses a sales force of independent contractors who sell products and services and that compensates the independent contractors through a single-level or multi-level compensation plan for

- (i) their own sales and/or
- (ii) (ii) the sales of other independent contractors who have signed up under the independent contractors to distribute the same products and services.

Dispute

Defined in Section 3 of Chapter 7.



Sales Agent

An independent contractor authorized by the Company under the Contract to market the Products, recruit other Sales Agents and receive commissions and bonuses in accordance with the requirements of the Sales Compensation Plan. A Sales Agent's relationship with the Company is governed by the Contract.

Sales Agent Agreement

The Sales Agent Agreement means the Sales Agent Agreement and International Sponsor Agreement (including the Mandatory and Binding Arbitration Agreement and Miscellaneous Provisions), these Policies and Procedures, the Sales Compensation Plan and materials pertaining to optional programs, as each may be amended and are incorporated herein by reference.

Sales Agent Organization

Any organization established by a Sales Agent that offers sales support, motivational or training material, website subscriptions, Business Support Materials and Services, training courses, recognition events, leads or other business promotion tools to a specific group of affiliated Sales Agents.

Sales Agentship

The Sales Agent account created when either an individual or a Business Entity enters into a contractual relationship with the Company.

Downline Organization

A group of Sales Agents either directly sponsored or linked in a direct chain of sponsorship in the sales organization of a particular Sales Agent.

Group Sales Volume

Group Sales Volume represents the total Personal Sales Volume (PSV) in your Circle Group, including your own PSV, for a given month. Please refer to the Sales Compensation Plan for more details.

Internet Marketing Materials

Marketing materials concerning the Company, its Products, or the Sales Compensation Plan/income opportunity that have not been produced by the Company and approved for posting on personal blogs, Facebook pages and social networking sites.



Internet Marketing Site

An "Internet Marketing Site" is any location on the Web that is

- a. Used primarily (or to which a significant portion is used) to post or communicate information about the Company, its Products, or the Sales Compensation Plan / income opportunity or
- b. That contains "Internet Marketing Materials"

License Agreement

The agreement between the Company and a 1st Level Distributor that governs the 1st Level Distributor's right to use certain Company trademarks and trade names in 1st Level Distributor Support Materials and Services and on the internet.

Network

The Sales Agent and customer network of the Company and all compilations of various lists describing that network or members thereof, including but not limited to, any and all contact or personal information collected by the Company regarding the Sales Agents and customers.

Non-Resident Country

An Authorized Country other than your Resident Country.

Hempton's

Hempton's International, Inc. is an Irish corporation organized under the laws of the County of Cork, with its headquarters in Cork, Ireland.

Hempton's Local

The affiliated company of the Company operating in your Resident Country and who is a party to your Sales Agent Agreement. Hempton's Locals are identified in Section 1.1 of Chapter 1 of these Policies and Procedures.

Participant

Any Person who has a Beneficial Interest in a Business Entity or Sales Agencyship.

Person

An individual or Business Entity.



Personalized Advertising Material

Business cards, letterhead, stationery, envelopes, note pads, self-stick labels, name badges or direct telephone number and other personal contact information.

Personal Sales Volume

Personal Sales Volume is the monthly point value of the Products and Services you purchase from the Company primarily for retail sale or personal consumption. PSV includes points from purchases made directly from the Company by your personal retail customers. Please refer to the Sales Compensation Plan for more details.

Policies and Procedures

The policies governing how a Sales Agent is to conduct his business as set forth in this document (including supplemental policies) and defining the rights and relationships of the parties.

Primary Participant

Participant of the Business Entity in charge of the daily management of the Business Entity and who is designated as the only person authorized to legally represent the Business Entity with the Company.

Products

The products and services of the Company that are sold through Hempton's Local in the individual Authorized Countries.

Resident Country

If you are an individual, then it is the country, territory, or other political jurisdiction in which you are a lawful resident and who's country Sales Agent Agreement you have signed. If you are a Business Entity, such as a corporation, partnership, limited liability company, or any other form of business organization, then it is the country, territory, or other political jurisdiction in which you are legally formed under the laws for the Resident Country and who's country Sales Agent Agreement you have signed.

Sales Compensation Plan

The specific plan utilized by the Company that outlines the details and requirements of the compensation structure for Sales Agents.



Sponsor

A Sales Agent who personally recruits another Sales Agent or preferred Customer to sign up in their Level 1 (Level 1 includes all accounts that are currently sponsored by a Sales Agent regardless of title). Please refer to the Sales Compensation Plan for more details.

URL

A Uniform Resource Locator or web address.

End of Document