



Policies & Procedures

Guidelines to help you with your business practices

South Pacific

Policies and Procedures

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Quick Reference For Doing Business With NeoLife

MAILING ADDRESS (FOR CORRESPONDENCE):

NeoLife International
PO Box 419
Beenleigh, QLD, 4207

SUPPORT SERVICES:

Open Monday through Friday,
7:00 am – 5:00 pm AEST
Australia: 1800 637 057
New Zealand: 0800 445 049

ORDER ONLINE AT:

www.NEOLIFE.COM.AU | .CO.NZ
24 hrs. 7 days a week.
Requires Distributor/Promoter ID #
and PIN #.

DIRECT TELEPHONE TO

NEOLIFE SOUTH PACIFIC HEAD OFFICE:
+61 7 3826 0826

NEOLIFE CORPORATE FAX

+61 7 3826 0829

NEOLIFE WEBSITES

Neolife.com.au | .co.nz

WEEKLY USA CALLS

+1 832 225 5050
(International call rates will apply)

Monday Product Call

6PM PST / 9PM EST (USA)

Tuesday Leadership Call

6PM PST / 9PM EST (USA)

NEOLIFE APPS

NeoLife App

NeoLife Podcast



Policies and Procedures

The NeoLife International ("NeoLife") Policies and Procedures and Code of Conduct illustrate important principles necessary in the development and maintenance of a NeoLife Distributorship/Promoter. Together, they define the rights, duties and responsibilities of all NeoLife Distributors/Promoters. They protect the benefits available to all NeoLife Distributors/Promoters under the Compensation Plan as well as define the goals, values and advantages of operating a NeoLife business while respecting the rights and opportunities of both our Distributors/Promoters and the

consumers they serve. All Distributors/Promoters agree to abide by these Policies and Procedures as well as the Code of Conduct and any modifications made from time to time when they have signed the Independent Distributor/Promoter Agreement.

NeoLife reserves the right to modify all or part of its Policies and Procedures, Code of Conduct or Compensation Plan. Any change will be made only after careful consideration and review of its impact upon NeoLife Distributorships/Promoters.

NEOLIFE Distributor/Promoter CODE OF CONDUCT

The NeoLife Distributor/Promoter Code of Conduct is based on our foundation values that guide everything we do and every decision we make. These values of *absolute integrity, putting people first, producing products that work, providing equal opportunity for all and having a clear long-range vision* are a heritage that must be preserved, supported and upheld by every NeoLife Distributor/Promoter. All Distributors/Promoters who join NeoLife are required to abide by this Code of Conduct and to uphold the Policies and Procedures as stated in this document.

1. I will conduct myself in a friendly and professional manner at all times and with complete courtesy, dignity and truthfulness in dealing with customers, fellow Distributors/Promoters and company personnel.
2. I will observe standard meeting etiquette at all NeoLife functions and always remember that I am responsible for upholding and projecting the NeoLife image.
3. I will abide by the letter and spirit of the NeoLife Policies and Procedures and the rules and regulations of any country where I conduct my business. I will do what is legally correct and ethically right.
4. I will honestly and accurately represent the NeoLife opportunity, Compensation Plan and products and make no exaggerated claims about NeoLife products or income potential.
5. I will enthusiastically and proudly carry out the responsibilities of a NeoLife Distributor/Promoter as well as that of a Sponsor when I progress to those levels.
6. I will always abide by and uphold the NeoLife corporate philosophy and values and strive to truly make a positive difference in people's lives.

A. Distributorships/Promoters

1. THE INDEPENDENT DISTRIBUTOR/ PROMOTER AGREEMENT

The Independent Distributor/Promoter Agreement is an honourable, legal and serious expression of the intent between the new Distributor/Promoter, the Sponsor, the Sponsor's Sponsor and NeoLife.

When the Independent Distributor/Promoter Agreement is signed, all parties are required to display good faith, fair dealing and ethical conduct in the pursuit of their business goals. NeoLife Distributors/Promoters agree to abide by the NeoLife Policies and Procedures and the NeoLife Distributor/Promoter Code of Conduct as they are declared and as they may be amended from time to time.

NeoLife Distributors/Promoters further agree:

- a) To make, execute and file any and all reports required by law or public authority with respect to the conduct of their NeoLife Distributorship/Promoter business.
- b) To comply with all laws, rules and regulations applicable to the conduct of their NeoLife Distributorship/Promoter business.
- c) To represent NeoLife nutritional products as superior food supplements, acknowledging that they are not intended for the cure, prevention, treatment or improvement of any disease, illness or physical ailment.
- d) To characterise and represent NeoLife products in conformity with NeoLife corporate claims and representations. Claims based upon non-NeoLife references and research are the sole responsibility of the NeoLife Distributor/Promoter.
- e) To use NeoLife trade names, trademarks, service marks and copyrighted materials in strict conformity to NeoLife requirements.
- f) To refrain from reproducing, printing, manufacturing, repackaging or causing others to do the same in regard to NeoLife products, literature, photographs, videos and other NeoLife sales aids, without the prior approval of NeoLife International.
- g) That NeoLife Distributors/Promoters are independent contractors and are not employees or agents of NeoLife.

h) That NeoLife Distributor/Promoter recognition and achievement titles are not corporate titles or positions.

i) That NeoLife Distributors/Promoters conduct their Distributorships/Promoters for their own accounts and that all costs of conducting a NeoLife Distributorship/Promoter is the sole responsibility of each individual Distributor/Promoter.

j) That NeoLife Distributors/Promoters cannot obligate the company for any costs or expenses nor can a NeoLife Distributor/Promoter incur liability on behalf of the company in any way.

2. ONE AGREEMENT PER HOUSEHOLD

All (a) spouses, (b) cohabitating domestic partners and (c) children living together as a household or family unit will be regarded as a single Distributorship/Promoter. Only one Independent Distributor/Promoter Agreement will be accepted from such a household/family group.

Spouses, regardless of place of domicile and cohabitating domestic partners may not sponsor each other and are considered a single Distributorship/Promoter regardless of whether they both sign the Independent Distributor/Promoter Agreement. In any case where two Distributors/Promoters, each of whom has a separate Distributorship/Promoter, marry each other or commence cohabitation in a domestic partner relationship with each other, one of these Distributors/Promoters must surrender his/her Distributorship/Promoter and be added to the same Distributorship/Promoter as his/her spouse or cohabitating domestic partner.

When a child reaches the minimum age requirement and continues living with his/her household or family unit, he/she may qualify to be considered for independent NeoLife International Distributor/Promoter status after submitting a Financial Independence Statement, which must be approved by NeoLife International.

*DEFINITIONS:

Cohabitating: Living together in the same home environment.

Domestic Partners: Two adults, regardless of gender, who have chosen to share one another's lives in an intimate and committed relationship of mutual caring.

3. AGE RESTRICTION

The minimum age requirement for an independent Distributor/Promoter is eighteen (18) years of age or the age of majority in the country of his/her residency, whichever is older.

4. SPONSORING DISTRIBUTORS/PROMOTERS

When a person signs an Independent Distributor/Promoter Agreement, a legal relationship between the new Distributor/Promoter and the Sponsor, the Sponsor's Sponsor, NeoLife and any party normally receiving bonuses through the NeoLife Compensation Plan is established for the life of the Independent Distributor/Promoter Agreement or extensions thereof.

Occasionally, two NeoLife Distributors/Promoters may contact the same person in order to sponsor him/her as a NeoLife Distributor/Promoter. A contractual relationship will exist between the new Distributor/Promoter and the existing Distributor/Promoter who first obtains the prospective Distributor/Promoter's signature on the Independent Distributor/Promoter Agreement, in accordance with the Code of Conduct and company procedures for meeting room conduct.

5. ACTIVE DISTRIBUTORS/PROMOTERS

NeoLife provides many tools for business development and administration that are exclusive to those Distributors/Promoters who maintain "active status" through annual registration renewal.

Because of the cost of maintaining records for accounting, mailing lists, printing and mailing publications, promotional pieces, the Internet, etc., it is necessary to establish a criteria for maintaining "active status" as a NeoLife Distributor/Promoter. To maintain active Distributor/Promoter status the annual registration renewal must be paid.

MINIMUM MONTHLY ACTIVITY: No monthly activity is required to be a Distributor/Promoter. To participate in the volume pooling credit and bonus opportunity for any given sales month, a Distributor/Promoter is eligible by generating at least 100 PPV in the same month.

6. INACTIVE DISTRIBUTORS/PROMOTERS

A Distributorship/Promoter must pay its annual registration renewal to remain active in its line of sponsorship.

NeoLife Distributors/Promoters may occasionally meet inactive former Distributors/Promoters and wish to

reintroduce them to NeoLife. A Distributor/Promoter may sponsor another Distributor/Promoter who has lost contact with their sponsor and has been inactive* for a period of 12 months. The new/inactive Distributor/Promoter must sign and submit a new application for processing. NeoLife will confirm the period of inactivity with the original sponsor and the upline Director if the original sponsor is not a Director. If the inactive Distributor/Promoter had a sales team in his original sponsorship line, that sales team moves to his/her former sponsor.

For a Director to become inactive, the Director must resign their Distributorship/Promoter by written notification to the upline sponsor and NeoLife that the Distributor/Promoter intends to cease trading as a Distributor/Promoter.

**During the period of inactivity the Distributorship/Promoter must not sponsor, record personal volume or purchase product from a Distributor/Promoter at Member or Distributor/Promoter cost.*

7. TERRITORY

A NeoLife Distributor/Promoter's global sales and opportunities are not restricted to the country in which the Distributor/Promoter has signed up. A NeoLife Distributor/Promoter can organise and establish a NeoLife Distributor/Promoter network and in general, build a NeoLife business in any existing NeoLife market.

NeoLife Distributors/Promoters are authorised to transfer their Distributorship/Promoter to any NeoLife company which has been established in any foreign country away from their country of residence provided that they become Distributors/Promoters of the company through the regular process available to all persons joining that particular NeoLife company's marketing network.

NeoLife does not grant exclusive Distributor/Promoter territories or franchises.

8. INTERNATIONAL SPONSORING

International sponsoring can help your international friends build Distributorships/Promoters of their own and subject to qualifications, contribute to your earnings. Done improperly, attempts to sponsor internationally can conflict with laws governing business corporations in international NeoLife affiliate countries. Contact your Sponsor, upline Director or Support Services Representative for

complete Policies and Procedures regarding developing an international NeoLife business. NeoLife Distributors/Promoters are not authorised to sell products or sponsor Distributors/Promoters in any country in which NeoLife has not been established.

9. MAINTAINING DIRECTOR BENEFITS

NeoLife's Director benefits are privileges earned by special recognition as a result of demonstrated performance of sponsorship responsibilities, demonstrated leadership qualities and exemplary loyalty to NeoLife. For this reason, NeoLife reserves the right to withhold some or all of these benefits or to reduce or terminate the status of any Director for dereliction of sponsorship responsibilities, violations of the NeoLife Policies and Procedures and Code of Conduct, misuse of privileges of sales leadership or for conduct disloyal to NeoLife or its Distributors/Promoters.

10. SPONSOR RESPONSIBILITIES

- a) Sponsors must honour and conform to the NeoLife Policies and Procedures and the NeoLife Distributor/Promoter Code of Conduct and any modifications made thereto from time to time.
- b) Sponsors shall provide NeoLife Distributor/Promoter training and education to the members of their sponsored sales organisation.
- c) Sponsors shall encourage the members of their sponsored sales organisation to promote their NeoLife Distributorship/Promoter businesses and to fulfil their respective responsibilities to their downline NeoLife Distributors/Promoters.

d) Sponsors shall display, encourage and inspire honesty in the promotion of the NeoLife business, loyalty to the NeoLife opportunity and products and commitment to the pursuit of excellence in the distribution of NeoLife products.

e) Sponsors shall monitor the activities of their sponsored downline Distributors/Promoters to ensure compliance with the NeoLife Policies and Procedures and the Code of Conduct.

f) Sponsors and all Distributors/Promoters, shall carefully protect the personal information of customers and their sales team members and shall abstain from using said information for purposes unrelated to the NeoLife business.

11. COMPLIANCE WITH LOCAL LAWS AND REGULATIONS

- a) Distributors/Promoters must conduct their NeoLife Distributorship/Promoter in compliance with all national, federal, state and local laws and regulations which govern their independent business endeavours.
- b) Distributors/Promoters must not engage in unlawful business practices or any illegal business enterprise which could damage the reputation or image of NeoLife International.
- c) Deceptive and unlawful trade practices by Distributors/Promoters are strictly prohibited.

B. Lines Of Sponsorship

1. TRANSFERS

It is NeoLife's policy not to transfer a Distributor/Promoter from one line of sponsorship to another line of sponsorship. The integrity of a line of sponsorship is of utmost importance to NeoLife's Compensation Plan. With this assurance that sales teams will remain intact, Distributors/Promoters can confidently build their businesses.

The active solicitation or encouragement of Distributors/Promoters to transfer from other sales teams is completely contrary to the Code of Conduct, is disruptive of morale and undermines the growth and stability of sales teams. Such active encouragement may result in censure, cancellation or other appropriate disciplinary procedures at the discretion of NeoLife.

2. SALE/PURCHASE OF A DISTRIBUTORSHIP/PROMOTER

If for compelling personal reasons a NeoLife Distributor/Promoter wishes to sell his/her Distributorship/Promoter, the following policies are controlling:

Since NeoLife initially approves Distributorships/Promoters and since the integrity of sales teams is of utmost importance, NeoLife reserves the right to approve or disapprove the sale of a Distributorship/Promoter. An agreement of sale regarding the subject Distributorship/Promoter must be prepared and submitted to NeoLife for approval of the sale at least thirty (30) days prior to consummation of the subject sale. Any Distributorship/Promoter privileges may only be transferred with NeoLife's consent. Protection of existing sponsorship lines must always be maintained. Thus, when sold, a Distributorship/Promoter must continue to be operated in the existing line of sponsorship. The buyer takes the vacated position of the selling Distributor/Promoter.

Acquisition of the Distributorship/Promoter does not in and of itself entitle the purchaser to the title, rights or privileges previously earned by the acquired sales team. The purchaser must qualify for such title, rights and privileges.

The following procedures must be followed to accomplish a sale. All options must be in writing.

a) Prior to selling a Distributorship/Promoter, the seller must notify NeoLife of the intent to sell. This intent should be in writing.

b) It must be stated in writing whether the seller wishes to remain a non-sponsoring Distributor/Promoter or is withdrawing from the NeoLife business.

c) First option to purchase must go to the Sponsor. This should be accomplished by making a written bona fide offer to sell to the Sponsor. Bona fide is defined as in or with good faith, honestly, openly and sincerely, without deceit or fraud. The offer must be definite and certain as to terms. It must be communicated in writing to the Sponsor. The Sponsor must communicate in writing back to the seller within thirty (30) days if the Sponsor is accepting or refusing the offer.

d) Second option to purchase of the same bona fide offer must go to the directly sponsored Distributors/Promoters (first level) of the seller.

e) Third option to purchase must go to a non-NeoLife Distributor/Promoter. If the offer is accepted and approved by NeoLife, the buyer must first be sponsored as a NeoLife Distributor/Promoter.

f) Only after the above options to purchase have been exhausted may a Distributor/Promoter from another line of sponsorship be approached with the same bona fide option to purchase. Should a sale result, the buyer takes the vacated position of the seller leaving his/her team behind.

g) If the bona fide offer is altered in any way, the procedure above must be repeated with the first right of refusal going to the Sponsor, etc.

h) In regard to a sale, an Independent Distributor/Promoter Agreement creates legal rights and obligations between the Distributor/Promoter, Sponsor, the Sponsor's Sponsor, NeoLife and any party who normally receives bonuses through the NeoLife Compensation Plan.

i) A sale is not complete until received and recorded by NeoLife. No monies should be exchanged unless placed in an escrow service to be released after final written approval by NeoLife of the sale is received by all parties concerned.

j) Effective date of sale must be the first day of the month. Once the agreement is reached, it must be signed by the seller(s) and buyer(s) and the signature must be witnessed. The sales agreement should then be sent to NeoLife in three (3) copies. If approved, NeoLife will endorse the sale agreements and return one copy each to the seller and to the buyer. The third copy will be retained in NeoLife's permanent files. The parties to the sale should not pay the purchase price or make any transfers of property and/or Distributorship/Promoter until after NeoLife has approved the sale in writing. Where the buyer is not the seller's Sponsor, but is one of the Seller's directly sponsored Distributors/Promoters, the sales agreement must be accompanied by a signed statement by the Distributor/Promoter's Sponsor waiving his first option to buy the Distributorship/Promoter. If the buyer is a third party (item e) not presently a NeoLife Distributor/Promoter, the sales agreement must be accompanied by: 1) a Sponsor waiving his first option to buy; 2) a statement signed by the selling Distributor/Promoter that he gave written notice to all his directly sponsored Distributors/Promoters of his intention to sell and that none of them exercised their second option to buy; and 3) a signed Independent Distributor/Promoter Agreement, duly endorsed by the selling Distributor/Promoter's Sponsor.

Acquisition of a sales team or Distributorship/Promoter through purchase, pass up, termination, retirement or other fortuitous method may only be used as "one leg" qualification for any Director level for the period of one year following acquisition unless NeoLife determines otherwise.

3. INHERITANCE OF DISTRIBUTORSHIPS/PROMOTERS

A NeoLife Distributorship/Promoter may be passed on to the heirs of the Distributor/Promoter as part of his/her estate in much the same manner as any other business. NeoLife will honour any transfer to an heir which complies with applicable law and meets the basic requirements established by NeoLife.

a) Beneficiaries must be Distributors/Promoters

The monetary value of a NeoLife Distributorship/Promoter is based upon the profit potential in regard to the sale of NeoLife products by that Distributorship/Promoter. NeoLife sells its products only to NeoLife Distributors/Promoters. It is therefore obvious that any NeoLife Distributorship/Promoter which has been transferred to an heir must be operated by a NeoLife Distributor/Promoter in order for that Distributorship/Promoter to purchase products from NeoLife or receive bonuses and rebates from NeoLife.

In the case of sole proprietorships where both husband and wife jointly own the business, the death of one party causes the Distributorship/Promoter to be automatically transferred to the surviving party. NeoLife will adjust its records to reflect a proper transfer upon notice of the death of a Distributor/Promoter accompanied by a certified copy of the respective Death Certificate.

In cases of sole proprietorships where the deceased Distributor/Promoter is not survived by a spouse who is also a Distributor/Promoter operating the subject Distributorship/Promoter, the Distributorship/Promoter shall be transferred according to the terms of the Will of the deceased or in accordance with the laws of intestate succession applicable in the state of residence of the deceased Distributor/Promoter.

A surviving spouse or heir must take steps to take over the inherited Distributorship/Promoter and operate it according to the NeoLife Compensation Plan within sixty (60) days of the death of the deceased Distributor/Promoter. If such action is not taken, NeoLife may appoint an "interim manager" of the subject Distributorship/Promoter pending resolution of the inheritance process.

In certain cases, NeoLife may suspend or terminate the Distributorship/Promoter of the deceased Distributor/Promoter if the Distributorship/Promoter does not continue its service and distribution activities within a reasonable period of time following the demise of the Distributor/Promoter.

In the event that a Distributorship/Promoter is inherited by a minor or a party who is, at the sole discretion of NeoLife, physically or mentally unable to operate such a business, the Distributorship/Promoter may only be operated through a guardian or trustee until one or more of the minor heirs have attained the age of majority and have

assumed the responsibility of operating the Distributorship/Promoter or until the incompetent heir is capable to operate the Distributorship/Promoter.

b) Registration of beneficiaries
It is required that designated beneficiaries be registered with NeoLife.

c) Dual Distributorships/Promoters
In order to protect and maintain the integrity of sponsorship lines within the NeoLife Compensation Plan, a beneficiary who inherits a NeoLife Distributorship/Promoter and is a NeoLife Distributor/Promoter operating an independent, previously existing NeoLife Distributorship/Promoter, must elect to operate either the inherited Distributorship/Promoter or his/her previously existing Distributorship/Promoter.

The Distributorship/Promoter which the inheriting beneficiary chooses not to operate may be abandoned or sold in accordance with the NeoLife Policies and Procedures regulating the sale of Distributorships/Promoters.

Downline Distributorships/Promoters, which are inherited by beneficiaries who are immediate upline Sponsors of the inherited Distributorship/Promoter, may be merged into the upline Distributorship/Promoter.

When a downline Distributor/Promoter inherits a Distributorship/Promoter which is in the immediate upline Sponsor position to that inheriting beneficiary, the downline Distributorship/Promoter may be merged into the upline Distributorship/Promoter or it may be sold in accordance with the Policies and Procedures.

d) Continued qualification
It should be understood that in order for an inherited Distributorship/Promoter to earn income or recognition from its NeoLife business, that Distributorship/Promoter must continue to meet all qualifications and requirements as established under the NeoLife Compensation Plan.

e) Recognition levels
For a minimum period of 12 months after acquiring such Distributorship/Promoter, all recognition titles relating to any Director status shall not automatically flow to the new owner of any Distributorship/Promoter who has not personally achieved this recognition level.

f) Bonuses
Transferred or inherited Distributorships/Promoters shall retain the right to earn commissions, bonuses related to the

volume of business flowing from downline Distributorships/Promoters which have been sponsored by the subject Distributorship/Promoter as long as that Distributorship/Promoter maintains its qualifications as established by the NeoLife Compensation Plan.

4. PARTNERSHIPS, CORPORATIONS AND TRUST

All NeoLife Distributors/Promoters are independent business persons engaged in the promotion of their NeoLife distribution businesses. These endeavours depend upon the personal dedication, attention and commitment of individuals who will help others to discover the benefits of an association with NeoLife. NeoLife shall only accept Distributor/Promoter Applications in the names of individuals. Applications submitted in the name of corporations, partnerships or trusts and other legal entities will be rejected.

NeoLife Distributors/Promoters may request that their NeoLife earnings be paid to a general partnership, a corporation, a trust or any other validly formed legal entity which the Distributor/Promoter may select. NeoLife International shall honour such requests in instances supported by legitimate business justification.

Regardless of the business form selected, each NeoLife Distributor/Promoter must be a person who has been approved for Distributor/Promoter status and who is personally responsible for the conduct of his/her Distributorship/Promoter.

Distributor/Promoter recognition will only be bestowed upon individuals. Those individuals must be operators of the Distributorship/Promoter involved.

a) Partners
Although most NeoLife Distributors/Promoters operate as sole proprietors, Independent NeoLife Distributorships/Promoters may be operated as general partnerships conducted by two (2) or more, adults who are not married to each other. Cohabiting domestic partners shall be considered to be members of the same NeoLife Distributorship/Promoter regardless of whether both have signed the Distributor/Promoter Application/Agreement. (See Distributorships/Promoters #2).

All NeoLife Distributor/Promoter compensation will be awarded collectively to the partners named on the Distributor/

Promoter Application/Agreement. Travel and meeting awards provided by NeoLife International, will be limited to two (2) persons per partnership. Each partner shall be responsible for the Distributor/Promoter actions of each of the other partners. The NeoLife Policies & Procedures are applicable to each of the partners in the same manner they apply to every other NeoLife Distributor/Promoter.

b) Recognition

NeoLife has been built through the years on the basis of individual recognition because the NeoLife business is a people business. As a result of this basic concept, the policy in regard to corporations and partnerships will be as follows:

As an independent NeoLife Distributor/Promoter, you are free to form or use a corporation or fictitious name for your personal or business purposes. NeoLife will not accept new Independent Distributor/Promoter Agreements that show a corporation or fictitious name as the new Distributor/Promoter. Individual names will be used whenever recognition is given. Individual names will be used on payments unless requested otherwise.

If, for a good reason, you wish to have your corporate or general partnership entity appear on payments, please advise your Support Services Representative. In such cases, your corporate or partnership name will appear on your payments, but individual recognition will continue to be used. As a matter of policy, we will not be able to publicly recognise limited partnerships or corporations or any other type of entity where private or undisclosed investors are involved.

c) Dissolution of general partnerships
NeoLife will recognise a partnership dissolution upon receipt of one of the following:

- 1) A signed agreement by the parties or
- 2) A Court Order by a court having jurisdiction over the parties.

Upon dissolution of the partnership, the withdrawing partner relinquishes all rights to status, title and sales team of the Distributorship/Promoter and may:

a) Sign a new Independent Distributor/Promoter Agreement, at no additional cost, with the same sponsor of the partnership and continue as a NeoLife Distributor/Promoter or

b) Remain inactive by purchasing no NeoLife products other than at retail for the required period (See Distributorships/Promoters #6) and become a free agent and validly sign a new Independent Distributor/Promoter Agreement with any other Distributor/Promoter. The appropriate membership fee must accompany the new Independent Distributor/Promoter Agreement.

5. DIVORCE: WHAT HAPPENS TO THE DISTRIBUTORSHIP/PROMOTER?

The basic policy that there can be only one Distributorship/Promoter per family must still be followed even though a divorce is pending and the husband and wife are living apart. The restriction against separate Distributorships/Promoters applies until a final Decree of Divorce or separate maintenance has been entered by a court and a copy of the Decree has been filed with NeoLife.

While the divorce is pending, there are several ways to continue running the business:

1. If one party agrees to withdraw as a Distributor/Promoter, he/she may do so by executing an assignment of all his/her interest in the Distributorship/Promoter to the spouse. A form for this purpose is available from NeoLife. This must be filed with NeoLife before Distributor/Promoter records will be changed. When the divorce Decree is final, the withdrawing Distributor/Promoter may:

a) Sign a new Independent Distributor/Promoter Agreement, at no additional cost, with the same sponsor of the joint Distributorship/Promoter and continue as a NeoLife Distributor/Promoter or

b) Remain inactive by purchasing no NeoLife products other than at retail for the required period (See Distributorships/Promoters #6) and become a free agent and validly sign a new Independent Distributor/Promoter Agreement with any other Distributor/Promoter. The appropriate membership fee must accompany the new Independent Distributor/Promoter Agreement.

2. If both parties are agreeable, they may continue to operate the business together.

3. If the parties cannot operate under 1 or 2, above, they must nevertheless ensure that their personal differences do not adversely affect their sponsored Distributors/Promoters in the operation of their respective businesses. Thus, if they cannot agree as to

the operation of their Distributorship/Promoter, they should make arrangements with their Sponsor or upline Director to carry on their business for them until the divorce has been completed, whereupon the party to whom the business is awarded can resume operation. If the parties to the divorce fail to meet their sponsorship obligations, their Distributors/Promoters will be taken from them and temporarily assigned up the line of sponsorship to the next qualified sponsor who is capable of providing sponsorship services. As long as

their sponsored Distributors/Promoters are being serviced by the parties to the divorce, all bonuses will continue to be paid in the joint names of husband and wife.

6. CROSS GROUP SELLING

a) "Cross Group Selling" occurs when a Distributor/Promoter sells or attempts to sell goods to another Distributor/Promoter who is not directly sponsored by them.

b) NeoLife Distributors/Promoters shall not engage in "Cross Group Selling."

C. Advertising

Often Distributors/Promoters consider advertising as a means to increase the visibility of their NeoLife business. Advertising includes the following among others:

- Telephone listings (both White and Yellow Pages)
- Business cards
- Business signage
- Leaflets, Newsletters, Flyers, Charts and Posters
- Websites on the Internet
- Promotional items: T-shirts, Pens, etc.
- Audio and Video tapes
- Newspaper advertisements
- Radio and Television advertisements

The use of the NeoLife name and trademarks will normally be important to your advertisement promoting the NeoLife products that you distribute and the exciting business opportunity that you have to offer.

We are proud of the NeoLife name and trademarks and the reputation for quality and integrity that they represent around the world. These trade names, trademarks and logos are important and valuable business assets that must be protected.

Proper use of these trade names and trademarks by Distributors/Promoters building their businesses in accordance with NeoLife's Policies and Procedures and Code of Conduct will only enhance their image. However, unauthorised or improper use of these marks can damage their importance and value to the company and to all who take pride in what they represent.

For this reason the following rules regarding advertising and the use of NeoLife trade names and trademarks have been developed.

1. INDEPENDENT BUSINESS

While you are engaged in the business of distributing NeoLife products, you are an independent entity; you are not an employee or agent. As an independent entity, you buy NeoLife products from the company or your Sponsor at wholesale and sell these products directly to the public and your directly sponsored Distributors/Promoters. As an independent Distributor/Promoter, you should carefully select your business name; it is a very important and lasting decision. Your business name should not imply that you are an employee or agent of NeoLife, but should state that you are an Independent Distributor/Promoter. For nearly 60 years, NeoLife has enjoyed the tremendous goodwill surrounding its name. The name "NeoLife" is known to all as the leader in the health and nutrition industry. Our Distributors/Promoters should use the NeoLife name in their business names, but should also explain their independent Distributor/Promoter status. For example:

Permissible:

- John B. Smith, Authorised Distributor/Promoter for NeoLife Products.
- John B. Smith, Independent NeoLife Distributor/Promoter
- Mary Smith, Authorised NeoLife Distributor/Promoter
- NeoLife Training & Service Centre, John Smith, Distributor/Promoter (If specifically authorised by the NeoLife company)
- John B. Smith Corp., NeoLife Family Health Distributor/Promoter

Not Permissible:

- NeoLife
- NeoLife of Brisbane
- NeoLife Area Office
- NeoLife Distributing Company

- NeoLife — Distributors/Promoters
- NeoLife Training & Service Centre (Unless authorised in writing by NeoLife)
- Acme Corporation, NeoLife Distributors/Promoters

2. USE OF NEOLIFE'S TRADE NAME AND TRADEMARKS

For nearly 60 years, NeoLife has built a reputation for quality and integrity. The consistent use of the trademarks "NeoLife, Golden and Nutriance", according to these principles, is one of the most highly valued assets of NeoLife International. Our thousands of Distributors/Promoters benefit tremendously from the respect and goodwill that surround the name "NeoLife and its brand names." This respect and goodwill can only be maintained if all Distributors/Promoters use the NeoLife names consistent with the best principles of quality and accuracy. Any misuse of the NeoLife names diminishes the goodwill of the name "NeoLife and its brand names" and hurts all Distributors/Promoters. Any Distributor/Promoter wishing to associate themselves with NeoLife by using or producing the following must obtain prior written approval:

- a) The name "GNLD, NeoLife, Golden, and Nutriance";
- b) Trademarks, trade name, service marks and copyrighted works of NeoLife;
- c) Voices, pictures and likenesses of NeoLife Corporation employees, representatives and endorsement personalities;
- d) Product descriptions and claims for NeoLife products;
- e) The procurement or production of promotional merchandise and prizes, any kind of promotional literature, stationery which carry the NeoLife name, logo or trademarks or trade name;
- f) Any mass media advertising that uses the name of NeoLife products;
- g) All NeoLife copyrighted material to be reproduced in its entirety or partially.

When Distributors/Promoters use the NeoLife trade name or trademarks in conjunction with displays at fetes, home shows and conventions, the displays should uphold the quality of the NeoLife trade name. Any public display, exhibition or sale of NeoLife products should be approved by the company, based on the written submission of details, sketches and plans.

As an independent Distributor/Promoter, you are free to hold any meeting, sell any products

or services, but the NeoLife trade names may not be used to promote the sale or promotion of non-NeoLife services or products. At all meetings, Distributors/Promoters who use the goodwill of the NeoLife trade name may not use the sales meeting for the purpose of promoting or selling non-NeoLife products. It would be unfair to the company, its Distributors/Promoters and customers for the NeoLife trade names to be used to publicise or promote other companies or products.

3. TELEPHONE DIRECTORY

Nearly 60 years of success in the network marketing, health and nutrition industry have shown that correctly and accurately written telephone advertisements are a key feature in finding new customers and recruiting new Distributors/Promoters. In light of the above trade name policies and the teachings of experience, the following are telephone directory advertisement policies:

White Pages: By listing in the White Pages alphabetically by the Distributor/Promoter's name followed by "NeoLife Distributor/Promoter," friends, relatives and business associates will be constantly reminded that you are a NeoLife Distributor/Promoter. Experience has been that the best White Pages alphabetical listing is as follows: "Jones, Mary, NeoLife Distributor/Promoter."

In addition to the alphabetical listing by the Distributor/Promoter's name, Distributors/Promoters are encouraged to list under the trade name "NeoLife Distributor/Promoter." All Distributors/Promoters can list below the trade name listing. The telephone company must be advised by the first Distributor/Promoter to list that the NeoLife Distributor/Promoter listing is an "alphabetical boldface heading" under which any NeoLife Distributor/Promoter may list his/her address and telephone number. There will be an additional charge for this listing and each Distributor/Promoter who is listed in the White Pages under "NeoLife Distributors/Promoters" should share equally in the charge. Arrangements can be made with the telephone bills of participating Distributors/Promoters.

Yellow Pages: Yellow Pages listings have proven to be more advantageous than white page listings.

All NeoLife Distributors/Promoters are encouraged to list their business telephone in the Yellow Pages under their name provided it is listed in the same manner as the "alphabetical listing" previously explained above in the White Pages section. This Yellow

Pages listing should be inserted under any or all of the following categories:

1. Vitamins
2. Health Foods
3. Cleaning Products

It is suggested that Distributors/Promoters also list under the trade name listing "NeoLife Distributors/Promoters."

As noted in the White Pages explanation, there will be an additional charge and Distributors/Promoters who list in the Yellow Pages should share this charge.

The artwork for a trade name listing will be provided by NeoLife upon request and only authorised artwork may be used in these yellow page trade name listings. Distributors/Promoters should contact their Support Services Representative for authorised artwork.

Distributors/Promoters with current Yellow Pages listings must notify the telephone company of the above changes.

Listings which do not meet these policies must be deleted from telephone directories in the next published directory for each location.

4. STORE SALES AND DISPLAYS

The sale or display of NeoLife products or signs advertising these products, is prohibited in any retail store or outlet. Furthermore, **Distributors/Promoters are prohibited from selling or allowing to be sold, NeoLife products on online market place sites such as ebay and Amazon.**

An exception to this rule will be granted to those establishments which are:

- a) Places of business engaged in services by appointment, such as beauty salons, etc. In no event, however, may signs or displays advertising the sale of NeoLife products be displayed in such a manner that they are visible from the street and designed to entice people from the street for the purpose of retail sales.
- b) Private membership clubs, such as health spas, etc. This rule shall not prevent a store owner from being a NeoLife Distributor/Promoter, but a store owner must adhere to all the same Policies and Procedures that guide all NeoLife Distributors/Promoters.

5. NEOLIFE TRAINING AND SERVICE CENTRES

NeoLife training and service centres may be considered if your business has become too big to handle from your home. To open a NeoLife Training and Service Centre, an application in writing must be made to

NeoLife on application forms supplied by the company.

6. NEOLIFE DISTRIBUTOR/PROMOTER WEBSITES

Personal contact and relationship building are absolutely essential to the network marketing focus of the NeoLife International Compensation Plan.

The Internet has become an important and viable method of supporting the NeoLife International distribution system. NeoLife International authorises and encourages Distributors/Promoters to develop and operate their own personal NeoLife Distributor/Promoter Websites as tools to expand and to manage their independent Distributorships/Promoters.

The following policies are designed to ensure that NeoLife Distributors/Promoters enjoy the benefits of the information technology presented by the Internet and that they respect the rights of each other and of the company.

Utilisation

1. NeoLife Distributors/Promoters shall conduct their Distributorship/Promoter businesses in accordance with the NeoLife International Policies & Procedures and shall conform their use of the Internet and Websites to this Policy.
2. NeoLife International reserves the right to review, approve and/or reject all new Distributor/Promoter Applications and shall not delegate that right to any Distributor/Promoter. All NeoLife Distributor/Promoter Applications must be properly signed and processed according to the NeoLife International Policies & Procedures and internal company procedures.
3. NeoLife Distributors/Promoters shall comply with local, state and federal laws and regulations in the operation of their Distributorships/Promoters through all electronic means, including the Internet, the World Wide Web and the various e-mail systems currently available for business exploitation.
4. NeoLife Distributors/Promoters shall refrain from "Spamming." "Spamming" is defined as the sending of multiple copies of the same message in an attempt to electronically communicate with persons who have not expressed a desire to receive unsolicited e-mail.
5. Distributors/Promoters conducting business in more than one country via their Websites shall comply with applicable laws and regulations, including consumer

privacy regulations, of the countries in which the Distributor/Promoter conducts his/her business.

Identification

6. NeoLife Distributor/Promoter Website Domain Names (URL) shall not include NeoLife or GNLD International's company name, service marks, trademarks, product names or any address component which may be confusingly similar to those names and marks. Company names, service marks, trademarks and product names are reserved to NeoLife International for the benefit of all NeoLife Distributors/Promoters. These policies and procedures apply to all social media sites such as Facebook, Twitter, Instagram and Pinterest.

7. NeoLife Distributor/Promoter Websites and home pages shall clearly and prominently indicate on the first screen image displayed to the site visitor that the Website or URL belongs to an "INDEPENDENT NeoLife INTERNATIONAL Distributor/Promoter" who will be identified by name.

Content & Format

8. It is recommended that NeoLife Distributor/Promoter Websites link to the NeoLife International official Home page or to any Website established by NeoLife International.

9. NeoLife Distributor/Promoter Websites may display product and business testimonials and endorsements provided that written permission for Internet publication has been granted by the person being quoted. Testimonial representations must be verifiable and in all respects compliant with the NeoLife International Policies & Procedures. Unauthorised product claims shall not be displayed.

10. NeoLife Distributors/Promoters may develop audio and video recordings for publication on their Websites provided that written permission for Internet publication has been granted by all participants and the recordings are in all respects compliant with the NeoLife International Policies & Procedures and all applicable regulations and laws of the jurisdiction in which the Distributor/Promoter is located.

11. NeoLife Distributor/Promoter Websites may present the NeoLife International opportunity and NeoLife Compensation Plan. The opportunity shall be presented as a networking business which enjoys success through the sale of superior products by

independent Distributor/Promoter sales teams. There shall be no representation or implication that there is any opportunity strictly from recruiting of others into the NeoLife business.

12. NeoLife Distributor/Promoter Websites may link to other Websites ("destination sites") for the purpose of promoting NeoLife products and business. Links to destination sites must be authorised in writing by the owner of the destination site. Destination sites must be in compliance with this Policy and may be reviewed by NeoLife International.

13. NeoLife Distributor/Promoter Websites shall not display, nor refer to, nor link to, nor be connected to any religious or political organisation, competing business opportunity or promoter of "non-NeoLife" products. NeoLife Distributor/Promoter Websites shall in no way detract from or denigrate NeoLife International's trade names, trademarks, products or reputation.

14. NeoLife Distributor/Promoter Websites shall not display, promote, market, advertise or sell non-NeoLife products or services.

15. NeoLife Distributors/Promoters may publish advertisements on their own NeoLife business Websites and may advertise on other Websites provided that the advertisements and Websites do not display, nor refer to, nor link to, nor discuss or promote any religious or political organisation or "non-NeoLife" business opportunity or products.

16. NeoLife Distributor/Promoter Websites may be registered on and linked from Internet search engines.

17. NeoLife Distributor/Promoter Websites shall display an appropriate "Privacy Statement." Such a statement will be provided by NeoLife International upon request. The Privacy Statement will inform consumers whether or not personal information is being collected and how such information may be used. Consumers shall be provided an opportunity to prohibit dissemination of their private information. NeoLife Distributors/Promoters must protect personal information according to the expressed desires of consumers.

18. NeoLife Distributor/Promoter Websites shall be routinely updated to reflect current NeoLife product developments and marketing materials. Website modifications and corrections must be accomplished within sixty days of notice from NeoLife International.

Intellectual Property

19. NeoLife International trademarks, copyrighted materials, illustrations and photographs may be displayed on a NeoLife Distributor/Promoter Website provided that the Website conforms to these Policies & Procedures in all respects.

20. NeoLife Distributor/Promoter Websites may display current NeoLife-produced video and audio materials that are sold by the company. Recordings of NeoLife International broadcasts, conference calls or similar communications by the company may not be published without prior written consent of NeoLife International.

21. NeoLife Distributor/Promoter Websites may display current NeoLife-produced literature and images that are adapted from current NeoLife International materials, provided that the materials may not be edited or have text added or omitted.

Product Sales through the Internet

22. NeoLife Distributors/Promoters may expand, support and enhance their sales of NeoLife products through online sales via NeoLife authorised Distributor/Promoter Websites only. The product sales portion of a NeoLife Distributor/Promoter Website must be Password-protected to ensure that only invited individuals will access that portion. Only Suggested Retail Price (SRP) may be presented without password protection.

23. Password pages may only display information needed for access and brief introductory messages to confirm that a viewer has reached the correct site. Password pages may not display Distributor/Promoter ID numbers or passwords that would allow casual visitors to access the product sales portion of the site.

24. NeoLife Distributors/Promoters may give access passwords to prospective customers for trial access only in personal contact circumstances.

Regulatory

25. NeoLife Distributors/Promoters shall not offer payment of fees in any form (including bonuses, referral fees or rebates) for the recruitment or solicitation of Distributors/Promoters or for the entry of Distributors/Promoters into the NeoLife business.

26. NeoLife Distributor/Promoter Websites shall contain only information which is truthful and not misleading.

27. NeoLife Distributor/Promoter Websites shall not publish unauthorised health claims. NeoLife dietary supplements shall not be represented to diagnose, mitigate, treat, cure, relieve or prevent any disease, ailment or physical condition. NeoLife dietary supplements shall be promoted solely for nutritional and dietary purposes and not for medical purposes. NeoLife dietary supplements are foods, not drugs.

28. NeoLife Distributor/Promoter Websites displaying statements of nutritional support should prominently display in bold type for each such statement, the following: "This product is not intended to diagnose, treat, cure or prevent any disease."

29. NeoLife Distributor/Promoter Websites which publish recommendations of product use must display only those recommendations which are consistent with instructions indicated on the labels of NeoLife products.

30. NeoLife Distributors/Promoters are strictly prohibited from promoting and selling NeoLife products through Internet online retailing Websites, online auction Websites and online marketplace Websites.

D. Products

1. THE NEOLIFE GUARANTEE

Neolife products are simply the best products available anywhere. Neolife is dedicated to producing the best products on the market today. Each is developed to the highest quality standards. Neolife combines the latest product science and technology with the highest quality ingredients to produce products that are superior in every way. Neolife offers a 100% money-back consumer guarantee. If you find any product to be defective or below the standards expected, return it to Neolife for exchange or full refund. As a Distributor/Promoter you should offer your customers a choice of replacement without charge, full credit toward the purchase of another Neolife product or a refund of the full purchase price.

If you receive a product back from the customer, contact Support Services for an authorisation # to return the unused portion. Please provide your Support Services Representative with the following information; your name, address, ID number, a copy of the retail sales receipt and an explanation as to why it was returned. We will ship you a replacement of the same product.

The Neolife Guarantee is a serious expression of product confidence existing between the customer, Distributor/Promoter and company. As in any mutual agreement involving financial considerations, each party accepts certain responsibilities and is expected to live up to them in good faith. The guarantee does not apply to damage caused by accident, misuse, abuse or alteration. The product must have been used from the original container and according to label directions.

2. EXCHANGE OF PRODUCT/INVENTORY IMBALANCE

It is not the policy of Neolife to sell large quantities of product directly to new Distributors/Promoters before they have demonstrated an ability to sell successfully. Exchanges are unnecessary if this policy is followed. Within a 90 day period after signing a Distributor/Promoter Agreement, the Sponsor should, if requested, buy back or exchange any product that his/her Distributor/Promoter cannot sell, if the product is in a saleable condition.

Because commissions and bonuses have been paid on the product, it is company policy that such requests be forwarded to the appropriate Sponsor or upline Director. Product sent to an upline Director or Sponsor for exchange must be sent freight prepaid by the person requesting the transaction. In addition, to offset expenses incurred by the Sponsor, it is fair and right that a handling charge equal to 10% of the BV value of the returned or exchanged product be charged to the Distributor/Promoter requesting the exchange.

Here are the procedures for Sponsors to follow:

- a) Determine that the product is saleable.
- b) Determine that the product has not exceeded the one-year guarantee date.
- c) The Sponsor should make the exchange from product on hand.

3. REPURCHASE POLICY

When Neolife created the Repurchase Policy, it was with the intent that it be used only as a means of repurchasing product from a Distributor/Promoter who wishes to terminate his/her business relationship with the company. This policy should never be used as a "no-risk" enticement for bringing a new Distributor/Promoter into the Neolife business.

In the event that an active Neolife Distributor/Promoter wishes to terminate his/her business relationship with the company the following guidelines apply:

- The terminating Distributor/Promoter may return all unopened product which they have purchased from their upline Sponsor or directly from the company to Neolife for repurchase. Only products that are received back within one (1) year from date of purchase in marketable condition will be considered repurchasable by Neolife. This product will be repurchased at 90% of the price originally paid by the terminating Distributor/Promoter, less all bonuses, rebates, awards and overrides received on that inventory by the terminating Distributor/Promoter. Verifiable proof of purchase or product date codes on labels will be used to determine if products qualify for repurchase.

- In addition, all bonuses, rebates, awards and overrides paid to upline Distributors/Promoters as a result of the original sale will be recovered from the upline Distributors/Promoters whenever a product repurchase takes place within their sales organisation.
- Finally, all qualifications awarded as a result of the original purchase will be revoked.

4. LOANS

Distributors/Promoters should make all product purchases from the company or their Sponsors only. Product may only be borrowed or loaned in the vertical sponsorship line. Repayment must be made in products. Product may not be loaned or borrowed outside the vertical sponsorship line. To sell or loan product to a Distributor/Promoter not personally sponsored violates these Policies and Procedures and is not permissible. The only exception to the above would be as specified in a written agreement between the concerned parties.

5. PRODUCTS AND THEIR INTENDED USES

Each NeoLife product is formulated and designed to provide superior performance and benefit when used in the recommended manner. In order to build Distributor/Promoter knowledge and support successful product sales, such uses are described in official company printed materials including product labels, the Product Catalogue, brochures, flyers and periodical publications.

Though many NeoLife products may prove beneficial in applications other than those on the label or in printed materials, no NeoLife product should be used in a manner other than expressly described on the current product label or in current official company printed material for that product in that country.

Because NeoLife products are designed and formulated to support a healthy lifestyle they provide important benefits to the user. However, no NeoLife product is intended to cure, prevent or treat any disease or condition, except those intended uses contained on the current product label or in current official company printed materials for that specific product.

By acquiring knowledge associated with NeoLife products you may become looked upon as an authority figure. It is important to remember, however, that no NeoLife Distributor/Promoter who is not a licenced health care practitioner is authorised to diagnose illness or prescribe treatment.

6. REPACKAGING NEOLIFE PRODUCTS

Under no conditions may a NeoLife Distributor/Promoter repackage NeoLife products. The labelling laws of state and federal agencies expressly forbid this. The NeoLife guarantee and product liability insurance are voided if repackaging occurs; as an Independent Distributor/Promoter, you are then left unprotected.

7. LITERATURE CHANGES

As a word of caution, literature containing any kind of price information should be ordered with discretion.

Due to the rapidly changing nature of the home care and nutrition industries, NeoLife literature is often updated to reflect the "state-of-the-science," as well as current legislative requirements. However, there is no provision for the exchange of literature and existing literature may be used up. We recommend that you cease distributing any literature or audiovisual sales aid that is more than three years old and is no longer currently published by the NeoLife company. Watch your Distributor/Promoter e-newsletter for notification of changes in literature and introductions of new sales tools.

8. EXCLUSIVE NEOLIFE SALES

The intention of this policy is to protect the integrity of the sales team of NeoLife Distributors/Promoters from other NeoLife Distributors/Promoters soliciting them to sell non-NeoLife products.

You must be a registered Distributor/Promoter with NeoLife to be authorised to sell or distribute NeoLife products.

It is recommended that NeoLife Distributors/Promoters sell and promote only NeoLife products and opportunities. More success can be generated through concentrating one's effort, resources, education etc. on the NeoLife product line rather than diversifying. Other products may be sold to customers or to your direct Distributors/Promoters only. You are strictly prohibited from soliciting NeoLife Distributors/Promoters who are not directly sponsored by you to purchase or sell other products or marketing opportunities. Violation of this policy could result in termination of your Distributorship/Promoter.

E. Resolving Policy Violations

When it comes to a Distributor/Promoter's attention that there has been a violation of the Policies and Procedures or Code of Conduct by another Distributor/Promoter, an informal discussion should take place in an attempt to correct the problem as easily and quickly as possible. The Distributor/Promoter should be shown the applicable section in the Policies and Procedures and/or Code of Conduct and the reason for the rule should be explained, including why violation of the rule acts to the disadvantage of all Distributors/Promoters. It should be requested that the Distributor/Promoter comply strictly with all rules as outlined in the Policies and Procedures and the Code of Conduct. If this discussion fails to lead to the correction of the violation, the complaining Distributor/Promoter should then report the violation to their own upline Director. The upline Director should then attempt to contact the upline Director of the violating Distributor/Promoter to discuss the alleged violation. The upline Director of the violating Distributor/Promoter should then counsel with the violating Distributor/Promoter and attempt to secure his/her cooperation in correcting the situation. If the upline Directors cannot reach compliance with the Policies and Procedures, the upline Director of the complaining Distributor/Promoter should send a warning letter by certified mail to the violating Distributor/Promoter, with a copy to his/her upline Director, advising the violating Distributor/Promoter of the specific complaint(s) made against him/her and giving the Distributor/Promoter a reasonable, but definite, time limit within which to comply with the rule(s).

CENSURE OR CANCELLATION

NeoLife's Policies and Procedures have been carefully written to protect customers, Distributors/Promoters, Sponsors and the company. NeoLife Distributors/Promoters have agreed to abide by such written Policies and Procedures and have the responsibility of maintaining the honesty and integrity of the Compensation Plan. Violation of published Policies and Procedures and Code of Conduct may lead to censure or cancellation.

Censure is disciplinary action imposed on a Distributor/Promoter who violates Policies and Procedures when it is hoped that said Distributor/Promoter will take appropriate corrective action. Censure is an alternative to cancellation. Censure may, at the discretion of

the company, also include any of the following: withholding bonuses and recognition, writing corrective letters to sponsored Distributors/Promoters, withholding all contest benefits, prizes and may require attendance at training meetings presented by company personnel or a Director. Censure will be for a period to be determined by NeoLife. If the violation of the policies is not corrected during the censure period, NeoLife will cancel the Distributor/Promoter's membership.

Cancellation is the permanent revocation of a Distributor/Promoter's right to sell NeoLife products, to sponsor Distributors/Promoters and to receive other benefits of being a NeoLife Distributor/Promoter.

Censure or Cancellation With Formal Complaint

If there is no satisfactory compliance within the time limit specified, the upline Director should send all information, copies of letters, etc. to NeoLife, along with a request for cancellation or corrective action. NeoLife will make its own investigation and decide on censure or cancellation. If cancellation or censure is deemed necessary, NeoLife will notify the violating Distributor/Promoter by registered letter, return receipt requested.

Censure or Cancellation Without Formal Complaint

NeoLife may initiate censure or cancellation investigations and proceedings even without formal complaint. NeoLife will not censure or cancel a Distributor/Promoter without first completely investigating the matter and allowing the Distributor/Promoter a reasonable chance to respond, explain or justify.

Appeal of Censure or Cancellation of Distributorship/Promoter:

The Censured or Cancelled Distributor/Promoter shall have the right to appeal a Censure or Cancellation decision. All appeals must be filed in writing within 15 days of NeoLife's decision to Censure or Cancel a Distributorship/Promoter. Any disputes regarding these policies and procedures will be decided in accordance with the laws of the state or province, without giving effect to its conflict of laws or a Distributor/Promoter's state or country of residence. All legal claims relating to these policies and procedures shall be brought in the relevant state or country.

F. The Basics of Ordering

WHO CAN ORDER?

As a Member or Distributor/Promoter registered with NeoLife International, you may order products through your direct sponsor or you may choose to place orders for product and literature directly with NeoLife. Simply contact the Corporate office where an account has been established in our computer files for you. This account accumulates Point Value (PV) and Bonus Volume (BV) for orders you place directly with NeoLife throughout each Sales Month. Your account also reflects the total amount due and payments related to each order.

HOW TO PAY FOR ORDERS:

Orders are processed within 24 hours upon receipt of one of the following payment options:

- Credit Card — We accept Visa or Mastercard
- Money Order or Bank Cheque
- Bank Transfer — You can have your bank transfer funds to our bank (call your Support Services Representative for NeoLife's bank information)
- Cash — It is not recommended that cash be sent in by mail.
- Personal Cheques — NeoLife will accept personal cheques for applications and renewals.

Tip: Credit card purchases are the quickest and most convenient way to pay for orders. This assures the most efficient and timely delivery of your orders!

MEMBER PRICE ORDERING:

Suggested Member Price (SMP) is the suggested price to be charged for NeoLife products to any Member purchasing from their sponsor. The SMP is listed on the NeoLife price list under the Singles column and represents a discount of 15% from NeoLife's Suggested Retail Price.

DISTRIBUTOR/PROMOTER COST ORDERING:

Distributor/Promoter Cost (DC) is the wholesale cost of NeoLife products which can be purchased by registered Distributors/Promoters directly from NeoLife. The DC cost is available when purchasing single items which represents a 25% discount from Suggested Retail Price. To maximise your profit you may purchase by case and receive an additional discount from Suggested Retail Price.

ORDERING BUSINESS LITERATURE:

All literature should be purchased with discretion. NeoLife is committed to offering high quality business literature including informative audio and video business tools. The marketing team at NeoLife is always striving to reflect new research and marketing information in all our sales tools. Although every attempt is made to keep changes to a minimum, there will be occasions when price lists, catalogues and other business tools will need to be revised. Plan your literature needs carefully as there will be no exchanges made.

G. How To Place An Order With NeoLife

ORDERING ON THE INTERNET

When it comes to ordering convenience, you can't beat our Website! Because the Web is open 24/7, you can place your orders anytime, any day — and you're always first in line. Simply go to www.NeoLife.com, click on "Distributor/Promoter Only." Key in your Distributor/Promoter ID# and PIN. Click "Orders," then "Order Entry."

Here are the things you need to know when placing online orders:

- Enter your email address to receive a direct order confirmation. Choose delivery or pick up and select "Next" to start your ordering process.
 - If you know the products and/or business-building tools you want, simply enter the item numbers. The product description, volume amounts and prices will immediately appear once you press "Enter." Be sure to select a quantity, then click "Add to cart."
 - If you don't know the item number, select "Look up" for a full list of product categories. Select a category and choose the items you'd like to order.
 - After you've added all of your product and business-building tools to your shopping cart, click "Checkout." The system will calculate any freight/handling charge and GST and then take you to the Checkout page.
 - Select print to obtain a hard copy of your order for your records and click "Submit" to place your NeoLife order.
 - At any time during the ordering process, you can cancel your order or select "Help" for assistance.
- NeoLife.com is an approved VeriSign secure site. All information is confidential and not shared with outside parties.

ORDERING BY TELEPHONE:

The Freecall numbers are:

Australia: 1800 637 057

New Zealand: 0800 445 049

Here are the things you need to know when placing a telephone order:

- If you are ordering for the first time, let your Support Services Representative know. We are happy to assist you and want to make ordering with NeoLife simple and fun.
- Have the Identification Number and name of the Distributor/Promoter placing the order. This is the Distributor/Promoter who will receive full PV/BV credit for the order.
- Have the correct name, address and telephone number of the person to whom the order is being shipped. This must include the ID number if shipping to another Distributor/Promoter.
- Have the entire order written out and totalled on a Distributor/Promoter Order form (#847). The Support Services Representative will read the order back to verify items, quantities and PV. If there are any discrepancies, inform the Support Services Representative immediately. Once the order has been shipped, NeoLife CANNOT cancel the order since all bonuses and recognition have been based on that volume.
- Do not mail a copy of your order if it has been telephoned to us. This will cause us to process the order twice, creating a duplicate shipment and a duplicate charge on your credit card. During the processing of an order it is not possible to identify a duplicate order that may have been entered previously. NeoLife cannot cancel the duplicate order since all bonuses and recognition have been based on that volume.

ORDERING BY MAIL:

Distributors/Promoters who may not have access to a credit card may consider mailing in applications and orders. Because this method may not be as convenient or reliable as internet or direct telephone ordering, NeoLife has developed a “hold status” system for mail in orders. By allowing all Distributors/Promoters to simply call our Freecall order line, they can place their order with a Support Services Representative and receive exact totals of PV/BV and order amount. This order is then placed on hold status in the computer system.

To simplify your mail-in order use the following steps to place a “hold status” order:

- Complete the Distributor/Promoter Order Form (#847) and include your name, address, ID Number and the address where the order is to be shipped.
- Call NeoLife’s Freecall order processing number:

Australia: 1800 637 057

New Zealand: 0800 445 049

Place your order, verify the PV/BV and total amount due with the Representative. Your order will be placed “on hold” until NeoLife receives your payment.

- Send in your payment with your ID Number.
- You do not need to mail in your order, simply transfer or mail your Payment to: NeoLife International, PO Box 419, Beenleigh, QLD, 4207. For Bank transfers, contact Support Services for transfer information.
- Upon receipt of your payment, NeoLife will immediately process your order on hold and you will be credited the PV/BV accordingly.

Tip: Orders will be credited to your Distributor/Promoter account for the month in which the payment is received.

To send in your order or application with payment:

- Complete the Distributor/Promoter Order Form (#847) and include your name, address, ID Number and the address where the order is to be shipped.
- When paying by credit card, include the credit card number, expiration date and name of the card holder.
- Personal cheques are accepted for applications, event registrations and renewals.

Tip: See Accounting Policies for special end of month procedures.

H. Shipping Policies

WHERE DOES NEOLIFE SHIP?

Australian Shipments: All shipments from NeoLife will only be delivered to NeoLife Distributors/Promoters or their customers ('as drop shipments') within Australia.

New Zealand Shipments: All shipments from NeoLife will only be delivered to NeoLife Distributors/Promoters or their customers ('as drop shipments') within New Zealand.

CAN I ORDER CASES OR SINGLES?

NeoLife will ship case lots or singles to you, your Distributors/Promoters or your customers.

SHIPPING/DELIVERY TIME:

Most orders are shipped via common carrier within 24 hours of the time the order is placed.

SHIPPING INFORMATION:

NeoLife International will ship all orders via common carrier selected by NeoLife. NeoLife regularly reviews the performance

of its common carriers to ensure that you receive the best possible service at competitive rates.

All orders with PV will incur a handling charge. Refer to the Price List for further details.

DROP SHIPMENTS:

You can place an order, no matter how big or small, to be sent directly from NeoLife to your Distributors/Promoters or customers. This is extremely helpful in that you don't need to keep a large inventory on hand. Freight/handling charges will still apply according to the amount of DC. You cannot combine orders to reduce freight charges and then drop ship to various addresses.

TRACKING LATE ORDERS:

NeoLife takes pride in shipping all orders promptly. Significantly higher ordering activity occurs during the last two days of the month and even then, most orders are

shipped no later than the next day. If you have not received your order on or before the seventh (7) working day, contact your Support Services Representative for immediate tracking. Support Services will assist you in locating and expediting the order.

COMMON CARRIER DELIVERIES:

Here are some general guidelines:

- Please be aware that we do require signed deliveries in person for your orders. If you have an authority to leave arrangement with the freight company to leave your parcel if you are not at the delivery address – it is at your own risk and responsibility. Also, if you have orders being despatched direct to your customers, you will need to make sure they are aware of this. NeoLife is not under any obligation to replace deliveries that may go missing if left according to 'authority to leave' instructions.
- When a package is returned to NeoLife and a request is made by the Distributor/Promoter for re-shipment, a freight charge will be assessed on the second shipment. This may also apply when a Distributor/Promoter does not inform us of a change of address and the order is undeliverable.
- All orders that are filled and processed at NeoLife are checked with great care. Should you discover a discrepancy, please re-check your order carefully before calling the office. Should you find an error, please give Support Services the invoice number and date to facilitate prompt order tracking.
- As you receive your package delivered by the carrier, please check for damage to the outer packaging before signing for it. Any damages, such as the package being crushed, resealed or open, should be noted by the delivery person on the delivery record, especially if there are any missing packages.

SHORT OR DAMAGED SHIPMENTS:

Always be sure to carefully count the number of pieces of freight delivered by transport carriers. Never sign for delivery unless absolutely certain that all of the pieces of freight on that consignment have actually been delivered. When signing a delivery receipt, a Distributor/Promoter relieves the transport carrier of all further responsibility. NeoLife cannot be responsible for shortages on an order when a Distributor/Promoter has improperly signed for it.

When transport carriers sign for a shipment at NeoLife, they sign for a given number of pieces of freight and they acknowledge this fact. NeoLife's control over the shipment ends at that time and is assumed by the carrier.

Great care is exercised by NeoLife in packaging, handling and shipping product. Still, unavoidable accidents or careless handling by others will sometimes occur. Be assured that the product was in good condition when it left our warehouse.

Shipments that show damage on arrival should be handled as follows:

1. Common Carrier

- A Distributor/Promoter should always accept the shipment, but should list damaged items. Have the delivery agent note the damage on the delivery record. Notify the Support Services Department and the carrier immediately of the extent of the damage.
- Be sure all damaged items, plus the packaging, are held for pickup by the carrier. Go ahead and use undamaged merchandise for regular sales.
- Damaged or missing packages must be reported to NeoLife within seven (7) working days of delivery.

I. Accounting Policies

END OF MONTH PROCEDURES; RECEIVING CREDIT FOR YOUR ORDER, APPLICATION OR PV/BV TRANSFER:

To ensure that all orders are credited to the right month so that all Distributors/Promoters receive the recognition and achievement levels they are working toward, NeoLife has established certain guidelines:

All orders, payments, PV/BV transfers and applications physically received at corporate headquarters by 12:00 pm AEST on the last business day of the month will be processed for the current sales month. "End-of-Month" usually occurs on the last day of the calendar month. However, if that day is a weekend or holiday, "End-Of-Month" will be on the next business day (business days are considered Monday through Friday). NeoLife publishes the "End-Of-Month" schedule in the *Team Talk* E-newsletter and the NeoLife Events website. Support Services also maintains NeoLife's annual "End-Of-Month" schedule, contact your representative if you need additional information.

If you want an order to be credited into the following sales month, you must state, "For (month name) Sales Month," in bold print across the front of the order with separate payment for each month's orders. Note: NeoLife's order processing computer is unable to accept any orders for a future sales month until the first day following the close of the previous sales month.

USING OVERNIGHT EXPRESS POST SERVICE:
It is extremely important that we receive all new Distributor/Promoter applications orders, payments and PV/BV transfers by "End-of-Month". If time is short we recommend you **Overnight Express** your documents the day prior to "End-Of-Month". Only those orders sent by an authorised agency who provides guaranteed next-day delivery will ensure that your order arrives in our corporate office on the final end-of-month processing day. NeoLife takes no responsibility if the overnight carrier does not deliver the package on time in order to be processed with the current month's business.

J. Tax Information

KEEPING ACCURATE BUSINESS RECORDS:

As an independent NeoLife Distributor/Promoter, you are in charge of your own business. It is essential to establish good bookkeeping habits and keep good records as soon as you begin your NeoLife business. By the time you become a Director and are earning higher income, you will have established good record-keeping habits and will not run into difficulties when your annual taxes must be calculated.

The ATO & IRD places responsibility on the taxpayer to provide proper supporting documentation for all expenses claimed. Proper documentation includes a receipt from the party to whom the payment has

been made and a statement of what the payment is for.

In order to claim an item as a business expense, you must be able to show that the expense was reasonable, necessary, appropriate and directly connected to your business. Consult your tax accountant for specific requirements as they relate to you.

Tip: Recognising that you have joined one of the fastest growing industries in the South Pacific today, the ATO & IRD has worked with the Direct Selling Association (DSA) to establish guidelines to assist you, the Distributor/Promoter, in properly reporting your business activity. Refer to the tax section on your local DSA website.

K. Payment of Bonuses

NeoLife will be responsible for paying bonuses to Distributors/Promoters who order direct from NeoLife. The primary applicant will be issued the payment. Distributors/Promoters will receive their bonus statement mailed monthly by NeoLife.

NOTE: In order to take advantage of volume pooling, a Distributor/Promoter must have at least 100 Personal Point Value in a given sales month. In order to be paid a bonus directly by the Company, a NeoLife Distributor/Promoter must be current on their registration renewal. If we do not receive renewal instructions by the

end of the month in which you have earned a Bonus, the appropriate renewal fees will be automatically deducted from your NeoLife Bonus, guaranteeing that you will receive any Bonus payments you are entitled to for that month. Monthly statements can be located on Distributor/Promoter Only at NeoLife.com. All requests to reissue an expired or misplaced cheque will be subject to a processing fee.

For a fast, easy and convenient way to receive your bonus sign-up with our Direct Deposit Program. Simply fill out a NeoLife direct deposit form.

It's that simple!

L. Registration Renewal

Your active NeoLife Distributorship/Promoter gives you more freedom and more choices than any other opportunity. NeoLife helps you to achieve financial freedom, earn FREE trips to exciting places, enjoy quality time with your family and much more. As an active NeoLife Distributor/Promoter, you can receive bonus payments, plus you get exclusive Internet access to free business tools, online ordering and delivery tracking, sales organisation production reports and our extraordinary recruiting tool, *Lifestyle Magazine*.

DISTRIBUTOR/PROMOTER WEB TOOLS

An active NeoLife Distributorship/Promoter gives you privileged access to our "Back Office" section of www.NeoLife.com which provides you with an abundance of valuable business-building resources. To keep your countless rewards active, be sure to update your registration renewal annually.

In "Back Office," you can print all the FREE literature you want, including powerful flyers, research-packed brochures and compelling News You Can Use articles! Download previous issues, ready to print and hand to your prospects and team! Stay informed about life-changing events, who's

presenting crucial information, with specific dates, times and locations! Also on the Web, you can check out daily sales activity, monitor team progress and much more!

LIFESTYLE MAGAZINE

Lifestyle Magazine is published four times a year. Your one-year subscription is included in the annual registration renewal. The Lifestyle Magazine delivers hard-hitting, leading-edge product and science news and spotlights Distributors/Promoters like you who are reaching their dreams!

Don't let your NeoLife benefits lapse. Your NeoLife Distributorship/Promoter is your most powerful resource to making your business a giant success. There's never been an easier way to obtain the information you need to share the power of NeoLife. Keep your Distributorship/Promoter active and be sure to update your annual registration renewal so you can reap from the treasure-trove of outstanding business-building resources.

Registration renewals can be made by phone. (for telephone renewals we must be able to charge a credit card).

M. Contacting Support Services

STAY IN TOUCH WITH YOUR SPONSOR:

When you are actively building a business, you will encounter challenges from time to time. When that happens, remember that your upline sponsor is there to help you quickly and efficiently resolve the issue. Your upline sponsor is the very best person to help you with questions regarding product, Compensation Plan and training.

ONE CALL SERVICE FOR A QUICK DIRECT LINK TO NEOLIFE

Along with your upline, NeoLife provides a direct link to a Support Services Representative through our Freecall personalised service. The team of Support Services Representatives at NeoLife are committed to provide one call service which simply means that your call will quickly route to the next available Representative in order that it is received. When you need quick service, NeoLife's one call system is the fastest way to get connected to a Support Services Representative.

CHANGING YOUR ADDRESS OR MASTER FILE INFORMATION:

It is important that Distributors/Promoters notify the NeoLife Corporate Office immediately of any address change. In order to ensure that you receive all of our important mailings and *Lifestyle Magazine*, submit a change of address thirty (30) days before your actual move. If you do not inform NeoLife of a change of address and therefore a shipment is sent and returned to NeoLife, an additional freight charge will be assessed before re-shipment.

Other changes in your personal information also requires immediate notice to NeoLife, such as a change in name, telephone number, email address or tax ID number. Also please inform NeoLife of any Distributor/Promoter status change such as marriage, divorce or death (Also refer to Policy section, Lines of Sponsorship, page 7).

N. Product Returns

DAMAGED OR MISSING ITEMS:

For Distributors/Promoters who place orders directly with NeoLife, it is their responsibility to take care of any shipping errors or damage on any drop shipment orders that you place for your successline Distributors/Promoters and customers as well as orders sent directly to you. You need to report these problems to your Support Services Representative as soon as possible. Give your Representative the Invoice Number. Your Representative will advise you what to do with the damaged item and make arrangements for any item missing from your order. Please also refer to SHIPPING POLICIES Short and Damaged Shipments Section, page 21.

CUSTOMER GUARANTEE:

All NeoLife Nutritional Food Supplements carry a 100% satisfaction guarantee. In the event that any NeoLife product a customer has purchased is not satisfactory to them, they may return the unused portion to the NeoLife Distributor/Promoter from whom they purchased it. The Distributor/Promoter should then find out why they are dissatisfied. (Was the taste not what they expected? Was it not filling their needs?) Offer a choice of replacement without charge; full credit toward the purchase of another NeoLife product; or a refund of the full purchase price. This guarantee does not apply to products which have been

intentionally damaged or misused.

When making customer refunds, simply take back the unused portions and call your Support Services Representative. You will be issued a special Return Authorisation number (RA#) for speedy processing. NeoLife will replace the products to you once authorised. Send the returned product to NeoLife and include your name, Distributor/Promoter Number and RA# on a sheet of paper and enclose a note explaining why the person was dissatisfied. Allow a minimum of two weeks from the day you send the return to receive replacement.

If a customer contacts NeoLife directly, they will be referred back to the NeoLife Distributor/Promoter from whom they purchased the item. If the customer has proof of purchase and is unsuccessful in their attempt to receive a product guarantee directly from the selling NeoLife Distributor/Promoter, NeoLife reserves the right to honour the guarantee on behalf of the Distributor/Promoter and make deductions from the selling Distributors/Promoters Bonus in accordance with this guarantee policy.

For additional information please refer to NeoLife's Guarantee/Exchange and Repurchase Policy on page 16 of the Policy Guide.

O. Leadership

A Distributorship/Promoter is viewed by NeoLife as an independent business and the fundamental unit upon which the NeoLife Compensation Plan is based. Bonuses are paid to Distributors/Promoters based on the growth of their successline's business. Each Director sponsors and trains others to become Directors. This continuing process of self-duplication is at the heart of NeoLife's dynamic potential for business growth and financial reward. By sharing NeoLife's products and career opportunity with others, Distributors/Promoters secure their own financial future by helping others discover a better, healthier way of life. As a Distributor/Promoter, you have

the opportunity to demonstrate real leadership for your team. They will look to you for answers to their questions and guidance in developing their business. Know where to find answers to policy, Compensation Plan and product questions.

As a Distributor/Promoter you are eligible to order direct with NeoLife. You in turn are responsible to pay bonuses earned by your Distributors/Promoters who do not order direct from NeoLife and choose to order from you. You should pay bonuses immediately upon receiving your bonus from NeoLife.

P. Meeting Room Conduct

As a Distributor/Promoter you have the opportunity to play an important role in shaping the growth of your team by participating in NeoLife's training events. Attending meetings supports growth for you and your team by providing new skills, information and ideas that help build a successful NeoLife business. Set an example for your team by attending all meetings and always bring guests with you. You will set the tone for your prospects and your team members by being positive and enthusiastic about everything presented at any meeting.

Many of NeoLife's meetings are open to prospective Distributors/Promoters and are typically invited as a guest of active Distributors/Promoters. It is improper for a NeoLife Distributor/Promoter to sponsor, recruit or attempt to recruit the guest or prospect of another NeoLife Distributor/Promoter. Violation of this policy is grounds for censure or cancellation of NeoLife Distributorship/Promoter status.

Guests and invitees of a NeoLife Distributor/Promoter attending a NeoLife, co-op or Distributor/Promoter sponsored function are "protected prospects" to all

NeoLife Distributors/Promoters meeting that guest or invitee at the function.

"Protected prospect" status does not apply to persons who may be recruited in circumstances not related to NeoLife, co-op or Distributor/Promoter sponsored functions by a NeoLife Distributor/Promoter who did not meet the prospect at such NeoLife, co-op or Distributor/Promoter sponsored function.

An invited prospect attending or brought to a corporate-sponsored event is protected for ninety (90) days following that corporate event.

"Protected prospects" may only be sponsored into a NeoLife Distributorship/Promoter by a NeoLife Distributor/Promoter attending the NeoLife, co-op or Distributor/Promoter sponsored function if the sponsor invited the "protected prospect" to the function.

"Protected prospects" must sign in on the attendee roster of the NeoLife, co-op or Distributor/Promoter sponsored event, indicating the name of the NeoLife Distributor/Promoter who invited them to that meeting.

