Policies and Procedures

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Policies and Procedures

SECTION 1 – General Information

1.1 Agreement with RBC Life Sciences, Inc. (referred to as "RBC" or the "Company")

These Policies and Procedures are incorporated into the RBC Application and Agreement. These documents, along with the RBC Associate Compensation Plan, are collectively referred to throughout the Policies and Procedures as the "Agreement." It is the responsibility of each Associate (as defined herein) to read, understand and adhere to the Agreement.

1.2 Purpose

The purpose of the Agreement is:

- To define the relationship between you, the Associate, and the Company;
- To set the standards of acceptable behavior; and
- To assist you in building and protecting an efficient and ethical business.

1.3 Amendments

The Company may from time to time amend the terms and conditions of the Agreement at its sole discretion. Any such amendment shall be effective when the notice of the amendment is published in a commercially reasonable fashion, which includes, but is not limited to, posting online at www.rbclifesciences.com and/or notification in official Company publications. You have a duty to keep apprised of these amendments and agree to abide by them. No RBC Associate may amend or waive any terms of the Agreement, and any representation or statement to the contrary should not be relied upon.

1.4 Severance of Invalid Provisions

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

1.5 Waiver

The Company never forfeits its right to require your compliance with the Agreement or with applicable laws and regulations governing business conduct. Only in rare circumstances will any provision in the Agreement be waived, and any such waiver will be conveyed in writing by an officer of the Company. Any waiver granted will apply only to that specific case.

1.6 Titles Not Substantive

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

SECTION 2 – ENROLLMENT, BUSINESS STRUCTURES AND TRANSFERS

2.1 Requirements to Become an Associate

It is very simple for anyone to join the Company as an Associate. Any person having reached the legal age in the state or province in which he/she resides is eligible. Certain requirements must first be met:

- The purchase of an Associate Kit. The purchase price is not a service or franchise fee; it is for the purpose of providing to you educational and reorder materials. You are not required to purchase any products.
- Submission of a signed RBC Application and Agreement. The Company will accept RBC Application and Agreement forms completed online on RBC-approved websites and sent by fax or mail including photocopies. If the RBC Application and Agreement is taken by phone, a signed RBC Application and Agreement must be received by the Company within seven (7) days. If a signed Application and Agreement is not received within seven (7) days, the Company reserves the right to terminate your Agreement and cancel your account. The Company reserves the right to accept or reject any RBC Application and Agreement for any reason.

2.2 Associate Benefits

You are authorized to:

- Purchase RBC products and services at the Associate price;
- Sell RBC products and services at retail prices and profit from these sales;
- Participate in RBC's Associate Compensation Plan; and
- Sponsor new Associates into the Company anywhere within the United States, Canada and other countries where the Company does business under RBC's Associate Compensation Plan.

2.3 Tax Identification Number

In the United States, the Company requires you to provide your Social Security Number (individuals) or Employer Identification Number (Business Entities and other businesses). The Company uses this number to provide the required Form 1099 MISC reporting in the United States and to assist in the prevention of multiple enrollments.

2.4 Independent Contractor Status

You are not an employee for federal, state or provincial tax purposes, or for any other reason, and are not a purchaser of a franchise or business opportunity. As an Associate, you:

- Are an independent contractor.
- Are responsible for paying your own income and employment taxes. The Company will not withhold any sums from your earnings for tax purposes other than legally required backup withholding if you provide an incorrect taxpayer identification number.
- Are not an agent of the Company and have no authority to bind the Company to any obligation.
- Are responsible for any liability, health, disability, worker's compensation or other insurance you choose to obtain.
- Set your own goals, hours and methods of sale, as long as you comply with applicable laws and the terms and conditions of the Agreement.

2.5 Annual Renewal

You are an Associate for a period of twelve (12) months from the date you enroll in RBC. To retain the status, you must make at least one product purchase from the Company every twelve

(12) months. If you do not purchase any products from the Company for a period of twelve (12) consecutive months, or otherwise renew in accordance with the Company's then current renewal policy, the Company may, at its option and with notice, not renew the Agreement. In addition, the Company reserves the right without notice to transfer the sponsorship of any directly sponsored Associates or Direct customers (as defined herein) to your Sponsor (as defined herein). If your Agreement is terminated for non-renewal, you must purchase a new Associate Kit and reapply to the Company in order to again become an Associate.

2.6 Business Entities

A corporation, limited liability company, partnership or trust (collectively referred to in this section as a "Business Entity") may apply to be an RBC Associate by submitting its Certificate of Incorporation, Certificate of Formation, Partnership Agreement or trust documents to the Company, along with a properly completed Business Entity Form. You may change your status under the same Sponsor from an individual to a Business Entity or from one type of entity to another. The Business Entity Form must be signed by all of the shareholders, members, partners or trustees. Members of the Business Entity are jointly and severally liable for any indebtedness or obligation to the Company. The Company will recognize up to two (2) members of the Business Entity as its representatives.

2.7 Changes to an RBC Business; Transfers

2.7.1 General

You must immediately notify the Company of all changes to information contained on your RBC Application and Agreement. You may modify your existing RBC Application and Agreement by submitting a written request, a properly executed RBC Application and Agreement and appropriate supporting documentation. The modifications permitted within the scope of this paragraph do not include a change of the Enroller (as defined herein) or Sponsor.

2.7.2 Addition of Co-Applicants

When adding a co-applicant to an existing RBC business, the Company requires both a written request and a properly completed RBC Application and Agreement containing the tax identification numbers and signatures of both the applicant and co-applicant.

2.7.3 Change of Sponsor or Enroller

To protect the integrity of the RBC Associate network and safeguard the hard work of all RBC Associates, the Company strongly discourages changes in Sponsors. Accordingly, the transfer of an RBC Associate from one Sponsor to another is rarely permitted.

Requests for change of Sponsors must be submitted in writing and must include the reason for the transfer. The Company will evaluate these requests on a case-by-case basis and its decision will be final and will be made in its sole discretion.

To request a change of Sponsor, you must submit a written request to the Associate Care Center, including requisite supporting documentation, along with the required processing fee of $100 US or $150 CAN.

The Company does not permit the change of an Enroller.

2.7.4 Crossline Switching

Crossline Switching is strictly prohibited. "Crossline Switching" is defined as the enrollment or attempted enrollment of an Associate (and if the Associate is a Business Entity, any member of

that Business Entity) that has a current Agreement on file with the Company, or who has had such an Agreement within the preceding six (6) calendar months, with a different line of sponsorship.

2.7.5 Separation of an RBC Business

If individuals wish to dissolve their jointly held RBC business, including by reason of divorce, arrangements must be made to assure that the dissolution does not adversely affect the interests or income of other Associates up or down the line of sponsorship. During the pendency of divorce or other dissolution, all compensation paid by the Company will be paid according to the status quo as it existed prior to the initiation of dissolution proceedings. In connection with the dissolution of an RBC business:

- Any of the joint owners may continue to operate the RBC business, but the other joint owners must relinquish their rights to, and interests in, the RBC business.
- The Company cannot divide an RBC business or split compensation between/among joint owners.
- Any joint owners who relinquish ownership in a dissolved RBC business may immediately apply to become a new Associate under any Sponsor, but may not purchase or join an existing RBC business.

2.7.6 Sale, Transfer or Assignment of an RBC Business

You may not sell, transfer or assign (collectively referred to in these Policies and Procedures as a "Transfer") your rights under the Agreement to any person or entity without the Company's express prior written approval. A Transfer shall not become final and no changes in ownership will be processed until the Transfer has been reviewed and approved by the Company. The required processing fee of $250 US or $375 CAN is payable upon approval of the Transfer by the Company. The Company reserves the right to accept or reject any proposed Transfer for any reason in its sole discretion.

- The Company will not approve a Transfer that changes the line of sponsorship.
- The Company will not approve a Transfer to a current Associate or an individual who has an ownership interest in any RBC business.

2.7.7 Succession

Upon the death or incapacitation of an Associate, his/her RBC business will pass to his/her successor(s). In order to affect this transfer, the successor(s) must submit to RBC (i) proof of death or incapacitation, (ii) proof of succession and (iii) a properly completed and signed RBC Application and Agreement.

2.7.8 One RBC Business

Individual Associates may only have an interest in one (1) RBC business. A married couple may hold two (2) RBC businesses if one sponsors the other.

If two (2) RBC Associates have been independently operating their RBC businesses and decide to marry, the following options will apply:

- The newly married couple may operate both RBC businesses; however, each RBC business will remain in its original line of sponsorship.
- The newly married couple may Transfer ownership of one of the RBC businesses.

- The newly married couple may abandon one of the RBC businesses. In this case, sponsorship of any Associates in the abandoned RBC business may pass to the Sponsor of the abandoned RBC business at the discretion of the Company.

2.7.9 Circumvention of Policies

If it is determined, in the Company's sole discretion, that an RBC Business was transferred in an effort to circumvent compliance with the Agreement, the Transfer will be declared null and void. The RBC Business will revert back to the transferring Associate, who will be treated as if the Transfer had never occurred from the reversion day forward. If necessary, and in the Company's sole discretion, appropriate action, including, without limitation, termination, may be taken against the transferring Associate to ensure compliance with the Agreement.

SECTION 3 – OPERATING AN RBC BUSINESS

3.1 Operating with Integrity and in Compliance with Law

You agree to represent and sell RBC products and present the RBC business with the highest degree of professionalism, integrity, ethics and accuracy. You agree not participate in any activity that in any way may be deemed deceptive, misleading, illegal, unethical, immoral or otherwise detrimental to the Company's name, business, corporate entity or network of Associates. You also agree to encourage all of your downline Associates to conduct themselves in this manner.

You agree to comply with all laws and regulations relating to the operation of your RBC business.

3.2 Obligations of Sponsors

When you sponsor another Associate, you must provide ongoing support and training to ensure that your downline Associate(s) are effectively and properly operating their RBC businesses.

- You must have ongoing contact and communications with downline Associates. Examples include phone calls, conference calls, 3-way calls, newsletters, personal meetings, voice mail, electronic mail and accompaniment of downline Associates to Company meetings, training functions and other events.
- You are responsible to motivate and train your downline Associates in RBC product knowledge, effective sales techniques, the RBC Associate Compensation Plan and compliance with the Policies and Procedures.
- As you progress through various levels of leadership, your responsibility to train and motivate downline Associates also increases.

3.3 Advertising

3.3.1 General

All materials you use in your business of selling the Company's products or promoting sponsorship into RBC must be approved in writing in advance by the Company, unless the material was prepared and distributed by the Company. This includes printed materials, stationery, Internet and other electronic media, advertisements and other promotional pieces, product descriptions, audio recordings and video recordings. No one is authorized to revise, edit or otherwise alter any RBC materials or materials that have been approved by the Company. All material prepared and/or approved by the Company must also be authorized for its intended use.

3.3.2 Internet, Television and Radio Advertising

You may not advertise or sell the Company's products or promote sponsorship into RBC through television, radio or the Internet, except through the self-replicating Associate website described in Section 4 below.

3.3.3 Use of the RBC Name, Logo and Trademarks

The name RBC Life Sciences® is a trademark. Only the Company is authorized to produce and market products, literature and any other items under the RBC name. The Company's logos and various product names are also trademarks. The Company's trademarks and trade names are the property of the Company and may only be used in print, electronically or in any other media with the prior written permission of the Company and such use must be in strict compliance with these Policies and Procedures. The Company's name, logos, trademarks and service marks (collectively, the "Proprietary Marks") and copyrighted materials are owned by the Company. Any right to use the Company's Proprietary Marks and copyrighted materials is non-exclusive. The Company has the right and sole discretion to grant others the right to use such Proprietary Marks and copyrighted materials. Any and all goodwill associated with the Proprietary Marks and copyrighted materials (including goodwill arising from an Associate's use) inures directly and exclusively to the benefit of the Company and is the property of the Company.

3.3.4 Stationary and Business Cards; Telephone Book Listings; Recorded Messages

You may use stationery, business cards or other literature with your name, provided that any such literature clearly states that you are an "Independent Associate."

You may refer to RBC in a telephone directory listing (yellow or white pages) as long as the listing describes you as an "Independent Associate." Any listing that includes more than your name, title and phone number must comply with the Policies and Procedures set forth below in Section 3.3.5, Promotional Tools and Sales Aids.

You may not have voice mail or answer your phone in a manner that would lead the caller to believe that he/she has reached any official corporate office of the Company. When using the RBC name, you must identify yourself as an "Independent Associate."

3.3.5 Promotional Tools and Sales Aids

As used in this Section, the term "Tools" means sales aids, marketing materials or services, and training materials or services. You may develop, use and provide to your downline, at no charge, your own Tools, as long as the Company approves the use of these Tools in advance, and as long as these Tools do not violate any of these Policies and Procedures or state, provincial or federal laws, regulations or rules. You may not sell any Tools to other RBC Associates. Any request for approval of Tools should be submitted to the Associate Care Center. Any request that does not receive specific written approval from the Company shall be deemed denied. You may not accept gratuities in exchange for providing Tools.

Because the Company periodically reviews and revises its Policies and Procedures, the Company reserves the right to rescind any previous authorization that was given in connection with Associate Tools, consistent with the Company's then current Policies and Procedures. Upon notice of rescission, you agree to immediately cease using such Tools.

3.3.6 Audio and Video Recordings

All official RBC materials, whether printed, electronically produced, computer generated, or produced by sound recording or photograph are copyrighted and may not be reproduced, in whole or in part, by Associates or by any other person, except as authorized in writing by the Company.

You are prohibited from making audio or video recordings of speeches, discussions or presentations made by any Company officer, authorized agent, representative or employee, unless specifically authorized in writing by a Company officer.

You may produce audio and video recordings subject to compliance with the Policies and Procedures set forth above in Section 3.3.5, Promotional Tools and Sales Aids.

3.3.7 Medical Claims and Product Testimonials

You may not make claims that RBC products have therapeutic or curative properties except those contained in official Company literature. In particular, you may not make any claim that RBC products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Such statements can be perceived as medical or drug claims. Not only do such claims violate the Policies and Procedures, but they also may violate state, provincial or federal laws, regulations or rules.

3.3.8 Income Representations

You may not make income projections, guarantees or claims or disclose your income (including the showing of checks, copies of checks or bank statements) when presenting or discussing the RBC business or Associate Compensation Plan, except as set forth in official Company literature.

3.3.9 No Governmental Endorsement

No federal, state or provincial regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. You may not represent or imply that the Company or its Associate Compensation Plan have been “approved,” “endorsed,” or otherwise sanctioned by any government agency.

3.3.10 Telephone and Fax Solicitations

You may not use any form of automatic calling devices or “boiler room” operations in connection with the marketing or promotion of the Company, its products or the RBC business. You must comply with the numerous federal, state and provincial laws and regulations applicable to unsolicited telephone and fax solicitations. These include, but are not limited to, compliance with the Federal Communications Commission’s and the Federal Trade Commission’s “Do Not Call” rules.

3.4 Right of Publicity Authorized

You authorize the Company to use your name, image or other likeness and personal story in print, audio, video and other media, including on the Internet, to promote the Company’s products, the RBC business or Company events. You waive any and all claims to remuneration for such use.

3.5 Idea Submissions

The Company encourages Associates to submit their ideas and suggestions. Each Associate grants the Company and its affiliates the perpetual, worldwide right and license to use reproduce, exhibit and display any such ideas, suggestions, photos, names and biographical information, videos or testimonials submitted to the Company in any manner for any purpose that the Company deems appropriate in marketing and promotional materials, in any media, including posting on the Internet, without compensation. You waive any and all claims to ownership or to remuneration for such use. You agree that any idea or suggestion submitted by you will not violate or infringe the rights of third parties, including privacy, publicity and intellectual property rights.

3.6 Contacting the Media

3.6.1 Media Inquires

All media inquiries (radio, television, newspapers, magazines or any other periodicals or media) are to be referred to the Company's Director of Communications. Associates who contact the media directly or indirectly to participate in any fashion are strictly prohibited from discussing the Company, its products, business or Associate Compensation Plan, or to provide testimonials of any kind. You are not authorized to represent the Company if contacted by the media.

3.6.2 Personal Appearances

You are prohibited from representing the Company either directly or indirectly on television, cable television, or radio without prior written permission from the Company.

3.6.3 Public Relations

You are prohibited from employing broadcast media either directly or indirectly as a form of public relations, including but not limited to news releases, articles, and talk-show appearances, without prior written permission from the Company.

3.7 Conflicts of Interest

Subject to the terms of the Agreement, you are free to participate in other business ventures or marketing opportunities. You may engage in selling activities related to non-RBC approved or non-RBC products or services if you desire to do so, but you may not take advantage of your knowledge of, or association with, other RBC Associates or use any proprietary or confidential information of the Company. Accordingly, during the term of the Agreement, you may not:

- Directly or indirectly recruit or enroll, or directly or indirectly attempt to recruit or enroll, any RBC Associate to join, or sell or purchase products or services from, another direct sales company or network marketing company.
- Offer Company products or promote the RBC Associate Compensation Plan in conjunction with any non-RBC business plan, opportunity, product or incentive.
- Offer any non-RBC products or business opportunities in conjunction with the offering of the Company's products or business plan or at any Company meeting, seminar, convention or other RBC function.

During the term of the Agreement, and for a period of one (1) year after its termination, cancellation or expiration, you agree not to solicit, either directly or indirectly, any RBC Associate to enroll in any direct sales or network marketing company, or to promote or participate in or to sell or purchase products from any direct sales or network marketing company other than RBC.

3.8 Confidential Information

During the term of the Agreement, the Company may supply to Associates confidential information, including, but not limited to genealogical, downline or group lists or reports (collectively "Downline Reports") customer lists and information, Associate lists, manufacturer and supplier information, business reports, commission or sales reports and such other financial and business information which the Company may deem as confidential (collectively, the "Confidential Information"). All Confidential Information (whether in written or electronic form) is proprietary to and owned by the Company and constitutes a business trade secret of the Company. Confidential Information is provided to you in the strictest confidence; accordingly you must treat

Confidential Information as confidential and take care to maintain its secrecy. You may not use Confidential Information for any purpose other than developing your RBC business.

You and the Company agree that, but for this agreement of confidentiality and nondisclosure, the Company would not provide Confidential Information to you. During the term of the Agreement and for a period of five (5) years after its termination, cancellation or expiration for any reason, you shall not, on your own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Confidential Information to any third party.
- Directly or indirectly disclose the password or other access code to your RBC account through which Confidential Information may be accessed.
- Use the Confidential Information or the information therein to compete with the Company or for any purpose other than promoting RBC.
- Notwithstanding the provisions of Section 3.7, solicit any Associate listed in any Confidential Information, or in any manner attempt to influence or induce any Associate of the Company, to alter their business relationship with the Company or participate in any other direct sales or multilevel marketing venture using any Confidential Information; or
- Use or disclose to any person, partnership, association, corporation or other entity any Confidential Information.

Upon expiration, nonrenewal or termination of the Agreement, you must discontinue the use of Confidential Information and promptly return any Confidential Information in your possession to the Company. You acknowledge that the Downline Reports may contain information concerning you, including, but not limited, to your name, address, phone number, products and earnings, and you consent, by executing the Agreement, to the dissemination of the Downline Reports.

This provision shall survive the termination, cancellation or expiration of the Agreement.

3.9 Non-Disparagement

You agree not disparage other RBC Associates, the Company's products or services, RBC's Associate Compensation Plan or the Company's employees or those of any other competing company. Any questions regarding these issues should be directed in writing to the Associate Care Center.

3.10 Re-Packaging and Re-Labeling Prohibited

The Company's products may only be sold in their original packages. You may not re-label or alter the label on any RBC product, nor may you re-package or refill any RBC product.

3.11 Actions of Household Members

If any member of your immediate household engages in any activity which, if performed by you, would violate any provision of the Agreement, such activity will be deemed a violation by you and the Company may take disciplinary action pursuant to the Agreement against you. Similarly, if any individual associated in any way with a corporation, limited liability company, partnership, trust or other entity that is an Associate violates the Agreement, such action(s) will be deemed a violation by the entity and the Company may take disciplinary action against the entity.

3.12 Commercial Outlets

The Company is a person-to-person marketing company not oriented for retail outlets. Accordingly, the Company's products may not be sold or displayed to the general public in any business/commercial outlet or through home shopping network programs. The Company's products may not be displayed in public view, such as in a window display. Examples of outlets that may not sell the Company's products or display promotional materials include, but are not limited to: retail stores, supermarkets, drug stores, discount establishments, Internet auction sites, swap meets and flea markets.

As a limited exception to the foregoing policy, the Company's products may be sold or displayed in service-oriented establishments where personal services are the primary source of revenue. Examples of service-oriented establishments include: health spas, gyms, beauty shops, physician offices, chiropractic offices and dentist offices.

The Company reserves the right to prohibit your ability to sell through a commercial outlet if you or the outlet are presented, or engage, in any activity that in the Company's discretion is detrimental to the RBC name, business, corporate entity or network of RBC Associates.

3.13 Exhibits and Tradeshows

You may promote and sell the Company's products and the RBC business at appropriate exhibits and trade shows. Only official Company literature and marketing materials may be displayed at the event, and you must clearly identify yourself as an Independent Associate. The Company's products and literature may not be shown or displayed in the same booth with products or literature from any other company.

3.14 Territories

There are no exclusive territories provided to Associates for marketing the Company's products and services or promoting the RBC business. You may not represent or imply that you have an exclusive territory with respect to your RBC business.

3.15 Sales in Approved Countries Only

You may sell and promote the Company's products, services and business, or recruit or enroll potential Associates, only in countries in which the Company is authorized to conduct business under the RBC Associate Compensation Plan, as announced in official Company communications.

3.16 Insurance

You may wish to obtain insurance coverage related to your business. If you desire such coverage, you should contact your insurance agent to determine the most cost-effective way to obtain the desired coverage.

3.17 Conflicting Enrollments

Every prospect has the ultimate right to choose his/her own Sponsor. As a general rule, the Associate who makes the initial contact with a prospective Associate is the one who sponsors him/her; however, if more that one Associate contacts the same individual, the one who obtains the prospective Associate's signature on the RBC Application and Agreement and submits it to the Company will be deemed to be the Sponsor.

3.18 Presentations

At product and sponsorship presentations, you shall truthfully identify yourself, the Company's products, and the purpose of your business to prospective customers and/or prospects. You may

not use any misleading, deceptive, or unfair sales practices. Explanation and demonstration of products offered shall be accurate and complete including, but not limited to, with regard to price, terms of payment, refund rights, guarantees, and after-sales services and delivery. Personal or telephone contacts shall be made in a reasonable manner and during reasonable hours to avoid intrusiveness. You must immediately discontinue a demonstration or presentation upon the request of the consumer. You shall not directly or by implication, denigrate any other company or product. You must refrain from using comparisons which are likely to mislead and which are incompatible to the principles of fair competition. You shall not abuse the trust of individual consumers, shall respect the lack of commercial experience of consumers and shall not exploit a customer's age, illness, lack of understanding or lack of language expertise.

SECTION 4 – INTERNET POLICIES

4.1 Self-Replicating Associate Website

You receive a self-replicating website when you enroll. This website is a fully functional version of the Company's website. The self-replicating website displays your contact information on the home page and has your Associate ID number embedded in the site so that you are given credit when a prospect orders product or enrolls as an Associate through the site.

All product descriptions, media presentations, images and other content (collectively the "Content") on the Company's website, and accordingly on the self-replicating Associate websites, are protected by copyright and owned by the Company. The Company reserves all legal rights with respect to the Content. You may not reproduce the Content in whole or in part for use on personal or other independent websites, or for any other purpose.

4.2 Selling Products and Promoting the RBC Business Online

In order to maintain the integrity of RBC's brand name, product line and the customer/Associate relationship, you may only sell RBC merchandise online, including current and past RBC merchandise and/or promote the RBC business, through the self-replicating website provided to you at the time of enrollment. Use of any other online sales media, including independent websites, online malls, auction sites or other business or social networking sites, such as, but not limited to eBay, MySpace, Facebook or Craig's List, is prohibited.

You may not make offers or solicitations in the guise of research, surveys or informal communication, when the real intent is to sell products or services or sponsor Associates. Associates sharing personal information collected on-line shall provide individual consumers with an opportunity to prohibit the dissemination of such information, and if any consumer requests that his or her personal information not be shared, you shall refrain from sharing such information. You must provide individual consumers the option to terminate any further communication between yourself and the consumer and if any consumer requests that you cease communication, you immediately stop communicating upon such request. You must abide by all laws and regulations regarding electronic communications. You may not distribute content that is unlawful, harassing, libelous, slanderous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or which could give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. All communications shall respect the rights, opinions and sensitivities of others. Subjects not in support of the operation of your RBC business, such as religious, political or social commentary, should be avoided.

4.3 Search Engines and Meta-Tags

You agree to cooperate fully with the Company so that Internet search engines list the Company's website, www.rbclifesciences.com, as the first search result when an Internet browser

makes a query containing the name “RBC” or any one of the Company’s product names or trademarks.

Pay for placement listings in online search engines or directories are only permitted for generic search terms such as nutrition, vitamins, minerals, herbs, cosmetics, skin care, hair care or beauty.

Pay for placement listings using the RBC name or RBC product names or trademarks as the target keywords are strictly prohibited and in direct violation of these Policies & Procedures. Pay for placement listings include listings that appear in search results as well as display ads that appear on a search engine’s search results page.

The search string, titles or descriptions that you provide to search engines or online directories must not contain the RBC name or RBC product names or trademarks. You may only reference generic topics (e.g., nutrition, vitamins, minerals, herbs, cosmetics, skin care, hair care, beauty and body care).

4.4 No Website Warranties

The Company makes no guarantees or representations regarding the success or usefulness of the self-replicating website provided to you. INTERNET SERVICES PROVIDED BY RBC OR ITS VENDORS ARE SOLELY PROVIDED “AS IS.” RBC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, CONDITIONS OF MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. The Company may not be held liable for any downtime on the self-replicating Associate websites due to server delays or problems, viruses, maintenance or any other reason whatsoever. THE COMPANY DOES NOT WARRANT THAT ITS SERVICES WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE SYSTEMS OR THAT ON-LINE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE COMPANY IS NOT RESPONSIBLE OR LIABLE FOR MAINTAINING ANY ASSOCIATE OR CUSTOMER DATA OR FOR THE DELETION, CORRUPTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE OF ANY ASSOCIATE OR CUSTOMER DATA OR FOR ANY THIRD PARTY ACCESS TO ANY ASSOCIATE OR CUSTOMER DATA.

4.5 Personal Independent Websites

You may develop and maintain your own personal independent website. However, your personal independent website may not contain the Company’s name, Proprietary Marks, product names, trademarks, trade names or copyrighted material or be used to sell Company products or in connection with your RBC business. You may provide a link from your own personal independent website to your self-replicating Associate website as long as your personal independent website fully complies with these Policies and Procedures. The Company reserves the right to require that a link to a self-replicating Associate website from a personal independent website be immediately removed if, in the Company’s sole discretion, the personal independent website contains content that is deemed detrimental to the RBC name, business, corporate entity or network of RBC Associates or is in breach of this Agreement.

4.6 Linking

Except for links from your personal independent website to your self-replicating Associate website (as provided in Section 4.5, Personal Independent Websites), links to the Company’s website or to self-replicating Associate websites are prohibited.

4.7 Website Domain Name and Email Addresses

The use of the Company's name, product names or other Proprietary Marks within a URL address/domain name or e-mail address is not permitted. Likewise, the use of any confusingly similar variation, in part or in whole, of the Company's name, product names or other Proprietary Marks is not permitted. You may not use any domain name or e-mail address that includes any reference, whether abbreviated or not, to the Company's name, products or services.

4.8 Spam

You are not permitted to send unsolicited emails or "spam" to promote the Company, the RBC business or the Company's products and services. You may not distribute content by use of distribution lists or to any person who has not given specific permission to be included in such a process.

4.9 Internet Advertising

The Company strictly prohibits any advertising or other information or content on the Internet, except through self-replicating Associate websites. Advertising or information included in Internet classified ads or I-malls of any type are prohibited, as well as advertising on bulletin boards or similar venues. You may not sell, market or promote the Company's business, Compensation Plan, products or services on EBay, Facebook, MySpace, Craig's List or any other business or social networking Internet site.

SECTION 5 – SALES REQUIREMENTS

5.1 Product Sales

The RBC Associate Compensation Plan is based upon the sale of RBC products and services. You must fulfill specified personal and Organization (as defined herein) sales requirements (as well as meet other responsibilities set forth in these Policies and Procedures) in order to be eligible for bonuses, commissions and advancement to higher levels of achievement.

5.2 Retail Customer Sales

When you sell directly to Retail customers (as defined herein) you must provide the Retail customer with an official RBC sales receipt. These receipts outline the satisfaction guarantee associated with the Company's products as well as any consumer protection rights, including the buyer's right to cancel. You must maintain all retail sales receipts and furnish them to the Company at the Company's request. The Company will maintain records documenting the purchases of Direct customers (as defined herein).

5.3 70% Rule; Excessive Purchases of Inventory Prohibited

In placing an order with the Company for the purchase of products, you certify that you have sold or consumed at least 70% of any previously purchased products. The Company strictly prohibits the purchase of products in unreasonable amounts solely for the purpose of qualifying for commissions, bonuses or advancement under the RBC Associate Compensation Plan. You may not purchase more than you can reasonably resell or consume in any sixty (60) day period, or encourage others to do so.

You are not required to carry inventory of products or sales materials. Associates who do so may find building an Organization somewhat easier because of the decreased response time in filling Retail customer orders or in meeting a new Associate's needs. You must make your own decision with regard to these matters.

5.4 Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. "Bonus buying" includes: (a) the enrollment of individuals or entities without the knowledge of/or execution of an RBC Application and Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as an Associate or Direct customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Associates or Direct customers; (d) the use of a credit card by or on behalf of an Associate or Direct customer when the Associate or Direct customer is not the account holder of such credit card; (e) purchasing RBC products or services on behalf of another Associate or Direct customer, or under another Associate's or Direct customer's ID number, to qualify for commissions or bonuses; (f) any other mechanism by which strategic purchases are made to maximize commissions or bonuses when you have no bona fide use for the products purchased.

5.5 Holding Applications or Orders Prohibited

You may not manipulate the enrollments of new Associates or the placement of Retail customer product orders. All RBC Application and Agreement forms and product orders must be sent to the Company within three (3) days from the time they are signed by an Associate or placed by a Retail customer, respectively.

SECTION 6 – BONUSES AND COMMISSIONS

6.1 Bonus and Commission Qualifications

You must be "active" and in compliance with the Agreement to qualify for bonuses and commissions. An "active" Associate is one that meets the qualifications set forth under the RBC Associate Compensation Plan.

6.2 Payment of Commissions and Bonuses

Most bonuses and commissions are paid monthly on the 14th day of the following month or on the first business day thereafter. Certain other bonuses and commissions, as set forth in the RBC Compensation Plan, are paid monthly on the 20th day of the following month or on the first business day thereafter.

Checks issued for bonuses and commissions will be assessed a processing fee as set forth in the RBC Compensation Plan.

You are responsible for reviewing all payments of commissions and bonuses and report any errors or discrepancies to the Company within thirty (30) days from the date of the commission and bonus payment. You are deemed to waive any errors or discrepancies that are not brought to the Company's attention within this thirty (30) day period.

6.3 Form 1099 MISC

You are responsible for paying federal, state, provincial, territorial and local taxes on any income generated as an independent Associate. You should consult with your tax advisor. In the United States, Associates who earn bonuses and commissions totaling $600 or more, or anyone purchasing products totaling more than $5,000, during a calendar year will receive a Form 1099 MISC (Non-employee Compensation) in accordance with IRS regulations.

6.4 Adjustment to Bonuses and Commissions

You receive compensation based on actual sales of products and services. Accordingly, the Company will adjust commissions and bonuses earned from any sale when the Associate, Retail customer or Direct customer returns sold product for a refund. Commission adjustments will be made in the month that the product return is processed.

6.5 No Representations

The Company makes no representations or warranties regarding your earnings or sponsorship success. Actual income and sponsoring success results may vary significantly and are based on many factors, including your individual efforts and skills. The Company does not guarantee or imply any specific earnings or income or any success in sponsoring other Associates.

SECTION 7 – ORDERS, PAYMENTS AND SHIPPING

7.1 Placing Orders

You may place orders online through the Internet or by phone, mail or fax. Orders submitted by email will not be accepted.

Ordering Online-

Order products at Associate prices in the BizTech section of the RBC Associate website:

- Go to http://**youridnumber**.rbclifesciences.com ***(do not type in the www)***
- Log in to BizTech by using your Associate ID number and PIN Number
- Click on **Shop Now**
- Contact the Associate Care Center if additional assistance is required

Ordering by Phone-

Call: (800) 722-0444 (US and Canada)

Be prepared to provide all information requested on the RBC Order Form, including your Associate ID number, shipping address and payment information.

Ordering by Mail or Fax-

Complete the RBC Order Form. Be sure to fill the form out completely, adding the proper amounts for shipping and handling and sales tax. Include the method of payment in the payment block (if paying by credit card, include the credit card number and its expiration date). Mail or fax the order as indicated below for both US and Canada orders:

RBC Life Sciences
P.O. Box 167008
Irving, TX 75016-7008
Fax: (800) 835-2563

7.2 AutoShip Orders

You can save an additional 10% on the purchase of RBC products by enrolling in the AutoShip program. You simply decide which products you and members of your household would like to receive each month, and then set up an AutoShip Order. You may set up the AutoShip Order online in the BizTech section of the RBC Associate website:

- Go to http://**youridnumber**.rbclifesciences.com ***(do not type in the www)***
- Log in to BizTech by using your Associate ID number and PIN Number
- Click on **My Account**
- Click on **Manage AutoShip Order**

- Contact the Associate Care Center if additional assistance is required

You may also set up an AutoShip Order by phoning the order line at (800) 722-0444 (US and Canada). Additionally, you may set up an AutoShip Order by mail or fax by completing an AutoShip Order form and then mailing or faxing the AutoShip Order form as indicated below:

RBC Life Sciences
P.O. Box 167008
Irving, TX 75016-7008
Fax: (800) 835-2563

The 10% discount does not apply to entry packs, sales aids or other designated products and drop shipped orders.

AutoShip Orders may be placed for the purchase of products for resale or for personal use. You may have up to three (3) AutoShip Orders, one to purchase products for personal use plus two others. You will be "AutoShip-Qualified" if the aggregate Qualifying Volume (as defined herein) of your AutoShip Orders equals or exceeds the amount set forth in the RBC Associate Compensation Plan for AutoShip Order qualification.

If you wish to cancel or change your AutoShip Order, you may do so online or by submitting a written request to the Associate Care Center via mail, fax or email. Changes to or cancellations of an AutoShip Order cannot be processed by phone. Any changes or cancellation must be received at least three (3) days prior to the next scheduled AutoShip Order ship date to be effective for that AutoShip Order shipment. Otherwise, any change or cancellation will be effective for the following AutoShip Order shipment.

7.2.1 Personal Use AutoShip Order

The Company will collect the applicable sales tax on products purchased for personal use through the AutoShip program based on the actual price you pay, subject to the limitations described below.

Personal use, for the purpose of this policy, includes products personally consumed by you and members of your household. If you operate your business through a business entity, personal use includes consumption by the officers, directors, shareholders, members, or employees of the business entity.

You may have a Personal Use AutoShip Order with a maximum of four (4) each of any one consumable product but no more than a total of $550.00 in any one calendar month. The Associate price will be used to determine whether purchases exceed the $550.00 limit. Product packs will be treated as a single, separate product for the purpose of this policy. The Company will accept your representation regarding the intended use (i.e., personal use or resale) of the products at the time the AutoShip Order is placed, whether the representation is made in writing, by fax, electronically, or verbally. You are responsible for abiding by your representation.

All RBC products will be considered consumable and count toward the monthly personal use limit except the following:

- Sales Aids and promotional items sold to you for the development of your RBC business.
- Personal development items sold to you for the development and/or improvement of professional, organizational or other personal skills.

7.3 Sales and Use Taxes

RBC products, promotional materials and shipping charges may be subject to various sales and use taxes by local, county, state, provincial or federal government agencies in the locations in which you do business. The Company will collect and pay these taxes on your behalf in each taxing jurisdiction that allows or requires the Company to do so. In most cases, the Company is required to collect and remit these taxes based on the published Suggested Retail Price (as defined herein) of its products and the tax rates applicable to the ship-to address.

The Suggested Retail Price will be used as the tax base except when:

- You obtain a sales tax permit and provide a resale tax certificate to the Company. In this case, you will not be charged sales tax on products ordered from the Company; however, you are solely responsible for the collection, filing and payment of any taxes due to the appropriate taxing authorities. You are responsible to know the laws and regulations for conducting business in your location and are liable for failure to comply.
- The purchase satisfies the requirements of the Personal Use AutoShip Order Policy as described above in Section 7.2.1, Personal Use AutoShip Order. In this case, sales taxes will be charged based on the actual price you pay.

7.4 General Order Policies

- Only orders with full payment will be accepted and processed. The Company does not accept C.O.D. orders.
- Generally, all orders and RBC Application and Agreement forms will be processed either the day they are received or the following business day. The Company cannot process an order retroactively or hold an order for future processing.
- The Company will attempt to contact Associates or Direct customers who submit orders by mail or fax with invalid payment information or a payment less than the order total. If attempts are unsuccessful, the order will not be processed. If you submit an order with a payment in excess of the order total, it will be processed and a credit for the overpayment will be applied to your account.
- You must purchase products directly from the Company to receive the Qualifying Volume associated with your purchase under the RBC Associate Compensation Plan.
- Orders may include both products and sales materials.

7.5 Payment

The Company accepts the following forms of payment for an order: cash (pick up orders only – do not send cash through the mail), personal check, cashier's check or money order, Visa, MasterCard, American Express or Discover (not available in Canada).

Personal checks, cashier's checks and money orders must be made payable to RBC Life Sciences in the full amount of the order, including shipping and handling charges and applicable sales tax. Checks must not be post or stale dated.

- If a personal check is returned unpaid, the Company may immediately suspend payment privileges by personal check. A $25 returned check fee will automatically be charged to your account.
- Failure to promptly resolve a returned check is considered a breach of the Agreement. Any uncollected amount may be deducted from future bonuses and commissions.
- The Company authorizes personal checks through a check guarantee service. In the event an authorization is attempted and denied, the order cannot be accepted unless another acceptable form of payment is received.

All credit/debit card payments are submitted for approval prior to processing an order. In the event that the card is declined, The Company will notify the card holder. If payment authorization cannot be resolved promptly, the order will not be processed unless another method of payment is provided.

7.6 Shipping and Handling

Unless otherwise requested, orders will be shipped via ground service. You may request expedited shipping at an additional cost. Orders are generally shipped within one (1) to two (2) business days of the time received. A complete street address and phone number are required for shipping purposes.

If you receive a notice that delivery has been attempted, you should contact the carrier to arrange for delivery. If the shipment is not delivered, it will be shipped back to the Company.

7.7 Backorders

The Company will ship all products currently in stock. Any out-of-stock items will be placed on back order and shipped as soon as the product is received in the Company's warehouse. If you place an order that includes back ordered items, you will be charged for the total order and receive Personal Qualifying Volume on the total order, including back ordered items.

7.8 Shipping Discrepancies

When you receive an order, you should check the box(es) thoroughly. Smaller items often shift to the bottom, which may make them more difficult to locate. Packing materials should not be discarded until you confirm that the products received match the products listed on the shipping invoice. In the event that the items received do not match those listed on the invoice, you must notify the Company within ten (10) days of the date of delivery.

In the event that a shipment is damaged, you should follow these steps:

- Accept the delivery.
- Document on the delivery receipt the number of damaged boxes and a description of them.
- Save the damaged products or boxes for inspection by the shipping agent.
- Contact the Associate Care Center at: **USA** (800) 722-0444 or **CAN** (800) 667-4450

SECTION 8 – PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

8.1 Product Exchange Guarantee

The Company shall exchange any defective product within a reasonable time after purchase.

8.2 Retail Customers

The Company obligates you to honor its unconditional, sixty (60) day money-back guarantee to all Retail customers. If for any reason a Retail customer is dissatisfied with any RBC product, he/she may return the product to you within sixty (60) days from the date of purchase for a replacement, exchange or full refund of the purchase price. If the Retail customer requests a refund, you must immediately refund the Retail customer's purchase price.

The Company will replace the returned product if you provide the following to the Company within fifteen (15) days of the return:

- A signed statement from the Retail customer, including name, address, telephone number and an explanation for the return, and the receipt showing that the Retail customer received a full refund from you.
- A copy of the original retail sales receipt.
- The returned product. You must obtain a pre-approved return authorization number from the Company. Any product returned without prior authorization will be returned to the sender.

8.3 Direct Customers

RBC offers Preferred customers and Retail customers who order directly from the Company ("Direct customers") an unconditional, sixty (60) day money-back guarantee. If for any reason a Direct customer is dissatisfied with any RBC product, he/she may return the product within sixty (60) days from the date of purchase for a replacement, exchange or full refund of the purchase price. If the purchase price of the returned products is equal to or greater than $100 (US), the Company has the option, at its sole discretion, to deem the return as a voluntary cancellation of the Direct customer's account. Prior to returning product to RBC, the Direct customer must obtain a pre-approved return authorization number from the Company. Any product returned without prior authorization will be returned to the sender.

8.4 Associates

Within sixty (60) days of enrollment, if you are dissatisfied with any RBC product, you may return the product for a replacement, exchange or full refund of the purchase price, excluding shipping and handling charges. If you request a refund, any rebates paid on the purchase of the returned product(s) will be deducted from the refund.

You may exchange any RBC product for another RBC product within sixty (60) days of the original purchase. The product being exchanged must be unopened and in resalable condition. The Company will not ship replacement product until the returned product is received and inspected. You are responsible for the shipping charges to return the product to the Company. In addition, you will be charged a 10% restocking fee on the returned product and shipping and handling fees on the shipment of the replacement product. The Company will not authorize replacement of any product previously certified as sold under the 70% rule (see Section 5.3, 70% Rule; Excessive Purchases of Inventory Prohibited), except in connection with a Retail customer return.

You may return to the Company products, including promotional materials and sales aids, purchased within the preceding twelve (12) months for a refund of 90% of the purchase price, less shipping and handling fees, if the merchandise is in resalable condition, unless otherwise required by law. Such return will be deemed a voluntary termination of the Agreement by you. In addition, the Company may deduct from the amount of the refund any commissions and bonuses you may have received on the purchase of the returned products.

8.5 Procedures for All Returns

The following procedures apply to all returns for refund, exchange or repurchase:

- Merchandise must be returned, shipping pre-paid, by the Associate or Direct customer, as the case may be, to the following addresses:

IN THE US:	**IN CANADA:**
RBC Life Sciences	RBC Life Sciences
Returns Department	Returns Department

2301 Crown Court
Irving, TX 75038

#14-7541 Conway Ave
Burnaby, BC V5E 2P7

- All merchandise must be returned by the Associate or Direct customer who purchased it directly from the Company.
- All returned merchandise must have a return authorization number written on the outside of each carton. The return authorization number may be obtained by calling the Associate Care Center. Returns delivered without a return authorization number will not be accepted.
- The return must be accompanied by the unused portion of the product in its original container and the original packing slip with the form on the back completed.
- If you are returning product to the Company that was returned to you by a Retail customer, the return must be accompanied by (a) a signed statement from the Retail customer including name, address, telephone number and an explanation for the return, (b) the receipt showing that the Retail customer received a full refund from you and (c) a copy of the original sales receipt.
- Proper shipping carton(s) and packing materials should be used in packing the merchandise being returned, and the best and most economical shipping method is suggested. The Associate or Direct customer is responsible for tracing return shipments should that be necessary.
- The Company is not responsible for return merchandise lost or damaged in transit.

8.6 Claims/Warranties

ASSOCIATES MAY MAKE NO CLAIM, REPRESENTATION OR WARRANTY CONCERNING ANY PRODUCT OR SERVICE OF THE COMPANY, EXCEPT THOSE EXPRESSLY APPROVED IN WRITING BY THE COMPANY OR CONTAINED IN COMPANY MATERIALS. EXCEPT AS EXPRESSLY STATED HEREIN, THE COMPANY MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP OR ANY OTHER WARRANTY ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING. CONCERNING ANY PRODUCT OR SERVICE PURCHASED FROM OR THROUGH THE COMPANY.

SECTION 9 – DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

9.1 Grievances and Complaints

If you have a grievance or complaint with another Associate regarding any practice or conduct in relationship to the RBC business, you should first discuss the problem with the other Associate. If this does not resolve the problem, you should report the problem to your Sponsor who should review the matter and try to resolve it with the other Associate's Sponsor. If the matter cannot be resolved, it must be reported in writing to RBC's Compliance Committee. The written report must be complete so that the Compliance Committee has the information needed to fully consider the matter presented. The decision of the Compliance Committee will be final.

9.2 Reporting Policy Violations

If you observe a violation of the Agreement by another Associate, you should submit a written report of the violation directly to the attention of the RBC Compliance Committee. The written report should include full details and any supporting documentation. The decision of the Compliance Committee will be final.

9.3 Disciplinary Sanctions

The Company reserves the right to sanction you if you violate the Agreement, which includes these Policies and Procedures in their current form and as they may be amended from time to time at the Company's sole discretion, or participate in any illegal, fraudulent, deceptive, or unethical business conduct. Disciplinary sanctions may result, at the Company's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Probation, which may include requiring you to take immediate corrective actions;
- Withdrawal or denial of an award or recognition, or restricting participation in RBC-sponsored events for a specified period of time or until you satisfy certain specified conditions;
- Suspension of certain privileges provided by the Agreement for a specified period of time or until you satisfy certain specified conditions. Privileges that may be suspended include, but are not limited to, placing a product order, participating in Company programs, progressing in the RBC Associate Compensation Plan, sponsoring or enrolling new Associates or receiving bonus and commission payments;
- Loss of rights to one or more payments of future bonuses and commissions;
- The Company may withhold from you all or part of your bonuses and commissions during the period that the Company is investigating any conduct allegedly in violation of the Agreement. If your business is involuntarily cancelled for disciplinary reasons, you will not be entitled to recover any unearned commissions and bonuses withheld during the investigation; or
- Termination of the Agreement.

Where state laws with respect to termination are inconsistent with this policy, the applicable state law shall apply.

9.4 Arbitration

Except as set forth in the Agreement, all disputes and claims relating to the Company, or its related entities, officers, directors, employees, Associates, distributors or vendors, its Associate Compensation Plan, its products, the rights and obligations of its Associates and the Company, or any other claims or causes of action relating to the performance of either an Associate or the Company under the Agreement, or the purchase of products shall be settled totally and finally by binding arbitration in Dallas, Texas, USA. The parties agree that in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, they will waive their respective rights to jury or court trial and choose to settle their dispute by submitting the controversy to arbitration in accordance with the commercial rules of the American Arbitration Association. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney who is knowledgeable in the direct selling industry. The arbitrator shall be selected from the panel provided by the American Arbitration Association. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. If you file a claim or counterclaim against the Company, you may only do so on an individual basis and not with any other Associate or as part of a class action. The decision of the arbitrator shall be final and binding upon the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any termination, cancellation or expiration of the Agreement.

Nothing in these Policies and Procedures shall prevent either party from applying to and obtaining from any court having jurisdiction a writ of attachment, temporary injunction, preliminary injunction, permanent injunction, or other available relief to safeguard and protect such party's interest prior to, during, or following the filing of any arbitration or other proceeding, or pending

the rendering of a decision or award in connection with any arbitration or other proceeding. The institution of any action for equitable relief or to enforce an award or order shall not constitute a waiver of the right or obligation of any party to submit any claim seeking relief other than injunctive or enforcement relief to arbitration.

The existence of any Associate claim or cause of action against the Company does not preclude the Company from enforcing the covenants and agreements contained in the Agreement.

Notwithstanding the foregoing, the arbitrator shall have no jurisdiction over disputes relating to the ownership, validity, use or registration of any Proprietary Mark, copyright, or other intellectual property or proprietary or Confidential Information of the Company without the Company's prior written consent. The Company may seek any applicable remedy in any applicable forum with respect to these disputes. In addition to monetary damages, the Company may obtain injunctive relief against an Associate for any violation of the Agreement or misuse of the Company's Proprietary Marks, copyrights or Confidential Information.

Nothing in this Section shall prevent the Company from terminating the Agreement. Nothing contained herein shall be deemed to give the arbitrator any authority, power or right to alter, change, amend, modify, add to, or to subtract from any of the provisions of the Policies or Procedures, Compensation Plan or the Application and Agreement.

9.5 Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside in Dallas County, State of Texas or in the United States District Court, in and for the Northern District of Texas unless the laws of the state or province in which you reside expressly require otherwise. By signing the RBC Application and Agreement, you consent to jurisdiction with these two forums. The laws of the State of Texas shall govern disputes involving the Agreement.

SECTION 10 – INACTIVITY AND TERMINATION

10.1 Termination for Inactivity

If you place no personal product orders during a twelve (12) month period, the Company may terminate the Agreement at its discretion at any time on or after the first business day of the 13th month. Following such termination, you are eligible to submit a new RBC Application and Agreement under the Sponsor of your choice.

10.2 Written Termination

You may terminate your Agreement with the Company at any time and for any reason by providing written notice to the Company indicating your intent to discontinue your RBC business. The written notice must include your signature, printed name, address and Associate ID number. If you voluntarily terminate your Agreement, you may reapply to the Company to become an Associate six (6) calendar months from the date of cancellation by submitting an RBC Application and Agreement. It is within the Company's sole discretion whether to approve such Application and Agreement.

10.3 Involuntary Termination

Your violation of any of the terms of the Agreement, including any amendments that may be made by the Company in its sole discretion from time to time, constitutes a material breach of the Agreement and may result, at the Company's option, in the termination of the Agreement.

If your Agreement is terminated by the Company, you will be notified by certified mail or express carrier at the address on file with the Company. In the event of termination, you must immediately cease to represent yourself as an RBC Associate.

You may appeal the involuntary termination to the RBC Compliance Committee. Your appeal must be in writing and must be received by the Company within ten (10) days of the date of the Company's termination letter. If the Company does not receive the appeal within ten (10) days, the cancellation will be final. The written appeal must be complete and include any supporting documentation. Upon receipt of a timely filed appeal, the Compliance Committee will review and reconsider the termination, consider any other appropriate action and notify you in writing of its decision. The decision of the Compliance Committee will be final.

If your Agreement is terminated by the Company, you may reapply to become an Associate twelve (12) calendar months from the date of termination. If you wish to reapply, you must do so by submitting to the Compliance Committee an RBC Application and Agreement along with a letter setting forth the reasons why you believe the Company should permit you to become an RBC Associate. It is within the Company's sole discretion whether to approve such Application and Agreement.

10.4 Effect of Termination

Following the voluntary or involuntary termination of the Agreement, all rights and benefits under the Agreement are waived. You shall have no right, title, claim or interest to the Organization that you operated or to any bonuses and commissions from sales generated by such Organization. Following your voluntary or involuntary termination, you shall not hold yourself out as an RBC Associate, shall not have the right to sell RBC products or services and must discontinue using any materials bearing any RBC logo, trademark or service mark. Terminated Associates have no right to compensation or damages from the Company.

If you voluntarily terminate your Agreement, you will receive bonuses and commissions only through the date of termination. If your Agreement is involuntarily terminated, you will receive bonuses and commissions only through the date of termination.

10.5 Indemnity Agreement

By executing the Agreement, you agree to indemnify and hold harmless the Company, its shareholders, officers, directors, employees, agents and successors in interest from and against any claim, demand, liability, loss, cost or expense including, but not limited to, court costs and attorneys' fees, asserted against or suffered or incurred by any of them, directly or indirectly, arising out of or in any way related to or connected with allegedly or otherwise, (a) your activities as an Associate; (b) your breach of the terms of the Agreement; and/or (c) your violation of or failure to comply with any applicable federal, state or local law or regulation.

10.6 No Liability

The Company is not responsible for interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technician malfunctions, failures or difficulties. TO THE EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR AND YOU RELEASE THE COMPANY FROM, AND WAIVE ALL CLAIMS FOR ANY LOSS OF PROFITS, INDIRECT, DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER LOSS INCURRED OR SUFFERED BY YOU AS A RESULT OF (A) THE BREACH BY YOU OF THE AGREEMENT; (B) THE OPERATION OF YOUR RBC BUSINESS; (C) ANY INCORRECT OR WRONG DATA OR INFORMATION PROVIDED BY YOU; OR (D) THE FAILURE TO PROVIDE ANY INFORMATION OR DATA NECESSARY FOR THE COMPANY TO OPERATE ITS BUSINESS, INCLUDING,

WITHOUT LIMITATION, YOUR ENROLLMENT AND ACCEPTANCE INTO THE COMPENSATION PLAN OR THE PAYMENT OF COMMISSIONS AND BONUSES.

10.7 Notice

Any communication, notice or demand of any kind whatsoever, which either the Associate or the Company may be required or may desire to give or to serve upon the other shall be in writing and delivered by electronic communication whether by telex, telegram, e-mail or telecopy (if confirmed in writing sent by registered or certified mail, postage pre-paid, return receipt requested or by personal service), or by registered or certified mail, postage pre-paid, return receipt requested, or by personal service. Any party may change its address for notice by giving written notice to the other in the manner provided in this Section. Any such communication, notice or demand shall deemed to have been given or served on the date personally serviced by personal service, on the date of confirmed dispatch if by electronic communication, or on the date shown on the return receipt or the other evidence if delivery is by mail.

SECTION 11 – DEFINITIONS

Definition of Terms

Associate
An Associate is an individual who has signed an RBC Application and Agreement that has been accepted by the Company.

Associate Compensation Plan
The Associate Compensation Plan is the plan, as amended from time to time at the Company's discretion, by which Associates are paid bonuses and commissions on product sales in their Organization.

Associate Price
The Associate Price is the price that Associates pay for RBC products, services and sales materials.

AutoShip Orders
An AutoShip Order is a standing order that is shipped automatically on a specified date each month. Associates and Preferred customers receive a 10% discount on their AutoShip Order. The 10% discount does not apply to entry packs, sales aids or other designated products and drop shipped orders. Associates may have up to three (3) AutoShip Orders.

Bonuses
Bonuses are the income earned by Associates under the Associate Compensation Plan. Bonuses are based on the activity requirements attained by an Associate in a month. Bonuses may also be referred to as Commissions.

Commissions
Commissions are the income earned by Associates under the Associate Compensation Plan. Commissions are based on the activity requirements attained by an Associate in a month. Commissions may also be referred to as Bonuses.

Company
The term "Company" as it is used throughout these Policies and Procedures means RBC Life Sciences, Inc., also referred to as RBC.

Customer

A Customer is a purchaser of RBC products who is not an Associate. Customers may be either Retail customers or Preferred customers.

Direct Customer
A Direct customer is customer who purchases products directly from RBC. All Preferred customers are Direct customers. Retail customers may be Direct customers or they may purchase products from an Associate.

Enroller
An Enroller is an Associate who actively assists a new recruit in becoming an RBC Associate. If the Enroller personally sponsors the new recruit, he/she is the Enroller and the Sponsor. However, for a variety of reasons, an Associate who actively assists a new recruit in becoming an RBC Associate may not also want to serve as the new Associate's Sponsor. In this case, the Associate may designate himself/herself as the Enroller and then place the new Associate under the sponsorship of another Associate in his/her Organization. This designation must be made at the time the new Associate enrolls. If no Enroller is designated for a new Associate, RBC will assume that the Enroller and Sponsor is the same person. See "Sponsor."

Organization
An Associate's Organization is all Associates, Preferred customers and Retail customers sponsored directly by the Associate as well as those sponsored by downline Associates. For example: A sponsors B, who sponsors C, who sponsors D, who sponsors E, then B, C, D and E are all in A's Organization.

Personal Qualifying Volume ("PQV")
Personal Qualifying Volume ("PQV") is the aggregate QV of products purchased by an Associate in a month plus the QV of products purchased by the Associate's personally sponsored Retail customers in that same month.

Personal Use AutoShip Order
A Personal Use AutoShip Order is an AutoShip Order that is designated by the Associate as a purchase of products for use by the Associate or members of his/her household. Each RBC Associate may have a Personal Use AutoShip Order with a maximum of four (4) each of any one consumable product and an order total of no more than $550.00 in any one calendar month. The Company will charge sales tax on a Personal Use AutoShip Order based on the actual price paid by the Associate.

Qualifying Volume (QV)
Qualifying Volume is the value assigned to each product that is used to determine the achievement level in the RBC Associate Compensation Plan. QV generally equals the Associate Price in the U.S., and it is the same in every country where RBC conducts business. (Sales aids have no Qualifying Volume unless so indicated in official RBC publications.)

Preferred Customer
A Preferred customer is a consumer who enrolls to purchase products directly from the Company at the Preferred customer price, which is a 15% discount off the Suggested Retail Price.

Retail Customer
A Retail customer is a consumer who purchases RBC products directly from an Associate or enrolls to purchase products directly from the Company at the Suggested Retail Price.

Sponsor
The Sponsor is usually the Associate who makes the initial contact with a new recruit and actively assists him/her in becoming an RBC Associate. The new Associate is placed on the Sponsor's first Level; accordingly the Sponsor is the first upline Associate of the new Associate.

Sometimes the Associate who actively assists the new recruit in becoming an RBC Associate wants to place the new recruit under the sponsorship of another Associate in his/her Organization but still get credit for his/her recruiting effort. This is accomplished by designating himself/herself as the Enroller and the other Associate as the Sponsor. This designation must be made at the time the new Associate enrolls. See “Enroller.”

Suggested Retail Price (“SRP”)
The Suggested Retail Price (SRP) is the recommended selling price for the sale of RBC’s products to a Retail customer. RBC recommends this price to provide consistent pricing by Associates. The Suggested Retail Price is the value used to calculate sales taxes.