



Policies & Procedures

These ForeverGreen Policies & Procedures (hereafter, the “Policies & Procedures”) are effective and binding upon Members of ForeverGreen International, LLC, which, together with its affiliates, parents, subsidiaries, successors, and assigns, are collectively referred to from this point forward as “ForeverGreen.” ForeverGreen has its mailing address at 972 North 1430 West, Orem, Utah 84057. A Member’s activities on and after the effective date must be in accord with these Policies & Procedures. These Policies & Procedures, the Member Application, including its Terms and Conditions, and the ForeverGreen Compensation Plan combine to form a contract (hereinafter the “Contract”), legally binding upon each Member and ForeverGreen. A Member elects to enter into this Contract with ForeverGreen with confidence in ForeverGreen’s integrity and ForeverGreen’s expressed intention of dealing fairly with its Members. ForeverGreen enters into this Contract with the awareness that its success depends upon responsible, efficient, vigorous, and successful Members who conduct their businesses free of false, deceptive, or misleading advertising, marketing, pricing and service practices. ForeverGreen enters into this Contract with confidence in the Members’ integrity, ability, duties, obligations and responsibilities.

The Contract governs the way a Member conducts business with ForeverGreen, other Members and customers. A Member agrees to abide by the Contract, as currently published, and as may be amended. A Member may cancel their Contract within 30 days of the publication of any new ForeverGreen policy or amendment to the Contract. A Member who does not cancel their Contract within that period, or who accepts any Commission payments, will be deemed to have accepted the new policy or amended Contract and will be bound thereby from that date. Any interpretation, clarification, exclusion, or exception to this Contract, in order to be effective, must be in writing and signed by an authorized officer of ForeverGreen.

Where the text of the Contract permits, the singular use of a word includes the plural and vice versa. In addition, one gender includes any gender. All dollar or monetary amounts are United States Dollars unless specifically indicated otherwise. In the event of conflict between the United States English language version of the Contract and any translated or foreign language version of the Contract, the United States English version shall control. If a Member has questions concerning the Contract, they should consult with their legal counsel.

**SECTION 1:
ForeverGreen MEMBER CODE OF ETHICS**

As a ForeverGreen Member, I promise and agree that:

1. I will endeavor to be courteous, respectful, honest, and fair while acting as a Member to enhance my reputation and the positive reputation of ForeverGreen and the ForeverGreen products.
2. I will fulfill my leadership responsibilities as an Enroller and Sponsor by training, assisting and supporting the Members in my organization.
3. I will respect the Enroller and/or Sponsor relationship of every Member within ForeverGreen, and I will neither attempt to interfere with or change these relationships, nor make disparaging or untrue claims about any other Members or the Company, its officers or employees.
4. I will make no claim about any ForeverGreen product that is not contained in and supported by current and official ForeverGreen publications, nor will I misrepresent the income potential of the ForeverGreen Compensation Plan.
5. I will honor and abide by the intention and text of these Policies and Procedures.
6. I will obey the applicable laws of any country I am pursuing my business in, and will make every effort to portray myself, ForeverGreen and Network Marketing in an accurate and positive light to new recruits and the public.

_____ on _____
Signed Date

SECTION 2:
ForeverGreen DEFINITIONS

- 1. Active ForeverGreen Member.** A Member in good standing who has paid the Membership Fee and/or paid the Annual Renewal Fee and has chosen to purchase ForeverGreen product during the month. Any person who becomes a distributor/Member of ForeverGreen through acquisition, assignment, combination, merger or purchase shall be considered a ForeverGreen Member. Any person wishing to participate in the ForeverGreen Compensation Plan must be an Active Member in order to qualify for compensation.
- 2. Advertising.** The statements or offerings Members make to attract new customers and/or members. ForeverGreen reserves the right to review and approve all advertising activities that Members engage in. Members agree to adhere to all terms and restrictions regarding advertising contained in the Contract, or as otherwise published and updated from time to time by the company.
- 3. AutoShip.** The ForeverGreen program through which a Member may automatically pay for their purchases each month and ForeverGreen will automatically ship the products each month at a chosen date between the 1st and the 19th.
- 4. Commissions.** Commission payments may include Retail Profits, Personal Rebates, JumpStart Enroller Bonuses, FastStart Commissions, FastStart Business Builder Rebate, Unilevel Commissions, Leadership Pool, Rainmaker Pool, CarBonuses and any other Commissions ForeverGreen may add or modify according to the ForeverGreen Compensation Plan. In addition to any other specific requirements, a Member must be in good standing to be eligible to receive any Commission payouts. See Appendix B for more details.
- 5. Contract.** The legal binding relationship between ForeverGreen and a Member consisting of the Member Application, its Terms and Conditions, and the ForeverGreen Policies and Procedures.
- 6. Customer, Retail.** The end-consumer that purchases ForeverGreen product without any further obligations or benefits other than the ForeverGreen product they purchase. Retail Customers purchasing directly from ForeverGreen will be charged the MSRP.
- 7. Distributor.** See Member.
- 8. Downline Organization of Enroller or Enrollment Downline.** A “Downline Organization” based on enrollment or recruiting (not on sponsoring or placement) consisting of all Members who are directly or indirectly Enrolled by a Member or another Member in his or her Enrollment Downline. This is the tree used to determine qualification issues related to FastStart and JumpStart Commissions and other activity as described in Appendix B.
- 9. Downline Organization of Sponsor or Sponsorship Downline.** A “Downline Organization” based on placement (not on recruiting or enrollment) consisting of all Members who are directly or indirectly placed or Sponsored by a Member or by another Member in his or her Sponsorship Downline. This tree is used to determine qualification for and the amount of Commission for Unilevel, Leadership Bonus, CarBonus and other commissionable activity as described in Appendix B.

- 10. Enroller.** A Member in good standing who finds and helps individuals become familiar with the ForeverGreen product(s) and opportunity and who ultimately signs them up as a Member and is listed as the Enroller on the Member Application. An Enroller may be the same person as the Sponsor, or the Enroller may place the new Member under a different Sponsor within their Enrollment or Sponsorship Downline during the application process.
- 11. E-Commerce.** Any distribution/sales channel that involves computers or telephony. This includes, but is not limited to, individual or replicated web sites, the use of communal auction sites (such as e-Bay), Audio Text systems, FaxBack systems, and Interactive Voice Recognition systems, etc.
- 12. FastStart.** A weekly bonus that pays Commissions related to new recruit purchasing activity. See Appendix B for details.
- 13. FastStart Business Builder Rebate.** A 25% Rebate paid to a new Member purchasing 400 PV or more in a single order during their FastStart period. See Appendix B for details.
- 14. ForeverGreen Compensation Plan.** The ForeverGreen Compensation Plan (attached in Appendix B) and any change or amendment thereto, is the program by which a Member is compensated by ForeverGreen for their Downline product sales.
- 15. Frontline.** A Member who is placed immediately below the Enroller in the Enroller's Downline genealogy or the Member who is placed immediately below the Sponsor in the Sponsor's Downline genealogy. In the Sponsorship Downline, a Frontline Member begins a Leg, and the Leg continues with every Member sponsored below that Frontline Member in the Downline Organization.
- 16. JumpStart Program.** A weekly bonus that pays Overrides related to JumpStart Program purchases. See Appendix B for details.
- 17. Leadership Bonus Pool.** A bonus that Members holding the Rank of Successful or higher may be eligible for. See Appendix B for details.
- 18. Leg.** Each Frontline Member in a Sponsorship Downline begins a Leg for the Sponsor. The Leg includes the Frontline Member and all Members sponsored below this Frontline Member. A Leg is used to determine certain elements of Rank qualifications.
- 19. Leg OV.** The sum of all QV in a given Leg. Leg OV is an element used to determine certain elements of Rank qualifications.
- 20. Member.** An independent contractor who has signed and completed the official Member Application and their Member Application has been accepted by ForeverGreen. A Member becomes/remains enrolled in ForeverGreen and in good standing upon paying the initial Membership Fee and/or any Annual Renewal Fee and by adhering to the Contract. A Member may purchase products at the Wholesale or Member price. The term "Member" shall not connote any right or interest in ForeverGreen, its products or anything other than that of an independent contractor/distributor of ForeverGreen products. No Member is authorized to act on behalf of, or to legally bind, ForeverGreen, their Enroller, Sponsor or any other Member to any agreement or contract.

- 21. Member Application.** The legally binding document that forms a part of, and is incorporated into, the Contract established between the Member and ForeverGreen. The Member Application is to be completed physically or online by the person (or entity) applying to become a Member and is subject to acceptance or rejection by ForeverGreen. The Terms and Conditions of the Member Application are attached to the Policies and Procedures as Appendix A. ForeverGreen reserves the right to reject any Member Application, at its sole discretion.
- 22. Member License.** The license or right granted to a Member to purchase, sell, distribute, and promote the ForeverGreen product(s) and ForeverGreen Business Opportunity under the Terms and Conditions of the Contract.
- 23. MSRP.** The Manufacturers Suggested Retail Price. This is the published Retail Price ForeverGreen has assigned to products and is the price ForeverGreen charges any Retail Customer buying directly from ForeverGreen.
- 24. Not For Resale (NFR).** Any market that ForeverGreen has made available for fulfillment of its products, but has not commenced OTG operations. The products Members purchase in NFR are intended for their personal consumption only and are not to be resold.
- 25. On The Ground (OTG).** Any market where ForeverGreen has established a business and is currently transacting business in. Members are allowed to resell, recruit and distribute ForeverGreen products in these markets. Members agree to be bound by the Policies and Procedures of each country they are participating and currently residing in.
- 26. Personal Rebate.** A 25% Rebate paid when a Member accumulates 400 PV or more in a given Monthly Volume period after their FastStart period has ended. See Appendix B for details.
- 27. Qualify or Qualified.** Meeting the requirements to be paid for a given Commission or Bonus as described in Appendix B.
- 28. Rank.** The current month's Qualification Level under the ForeverGreen Compensation Plan. The specific Ranks and requirements are more fully explained in Appendix B.
- 29. Retail Profit.** The difference between the price the Member pays ForeverGreen for ForeverGreen product, and the Member-chosen price the Member may decide to charge their Retail Customer for ForeverGreen product. Retail Profits are also considered the difference between what a Retail Customer pays for their product directly from ForeverGreen and the Member price. Retail Profits generated by direct ForeverGreen sales are paid to the Member with the Unilevel Commissions check.
- 30. Sponsor.** The first Upline position to a Member in the Sponsorship tree. To "Sponsor" is to be recognized on the Member Application as the Sponsor and to have the Downline Member placed on the Sponsor's Frontline.
- 31. Title.** The highest Rank that a Member has achieved in the ForeverGreen Compensation Plan as described in Appendix B. Once a Member has earned a Rank, they retain that Rank as their Title in the future. Also See "Rank".

- 32. Unilevel Commissions.** Commissions generated from Downline purchases and customer sales through eight levels with Standard Compression and Dynamic Compression. See Appendix B for details.
- 33. Upline.** The Members in ForeverGreen that are found above the Member in either the Sponsorship tree or the Enrollment tree.

SECTION 3: THE ForeverGreen International APPLICATION PROCESS

- 1. Member Application Completion Process.** A person may become a Member after reading the Contract, completing, signing and returning a Member Application by fax, mail or physical delivery and paying the nominal Membership fee, or 2) signing up with ForeverGreen over the telephone, followed by the submission of a duly completed and signed Member Application within two weeks thereof to ForeverGreen, or 3) completing, digitally signing and submitting through ForeverGreen's Internet website an online Member Application. No product purchases are required to become a Member. ForeverGreen reserves the right, at its sole discretion, to reject any Member Application. ForeverGreen will not accept inaccurate or false information on a Member Application. Incomplete, inaccurate, or unlawful Member Applications are voidable by ForeverGreen. A Member is responsible for informing ForeverGreen of any changes affecting the accuracy of the Member Application. Upon acceptance of the Member Application, ForeverGreen will send a Member Kit directly to the new Member. If the Member Application is rejected, the applicant will be notified and their money returned by original method of payment
- 2. Member ID Number.** A unique identification number ("ID Number") will be assigned to all Members. All individuals or entities (corporations, partnerships, trusts, LLCs, etc.) must provide ForeverGreen with a valid Social Security Number, Federal Tax Identification Number or other required country specific Tax Identification Number for the individual or entity. ForeverGreen may also require a completed and signed W-9 form from any US Member for Tax ID confirmation. Any customers who purchase ForeverGreen products from ForeverGreen may also be assigned an ID Number.
- 3. Beneficial Interests.** An individual may create one (1) ForeverGreen Business or Membership. A married couple may share a single Membership, but may not create two individual Memberships. While partnerships, corporations, trusts, and other entities may become Members, a person may not have a legal beneficial interest or be listed as an owner, partner, or participant in more than one ForeverGreen Business. The creation of "straw" (ineligible or false) positions in a Member's Downline is prohibited. If a Member's household engages in any act or activity that would violate the Contract, if such act were performed by the Member, such act or activities will be imputed to the Member.
- 4. Corporate Entities.** Applications submitted by corporations must be signed by a duly authorized Officer and contain the name and Tax Identification Number of the corporation along with the names of the principal corporate officers, directors, and shareholders and be accompanied by the corresponding Member Application. ForeverGreen may require a copy of the Articles of Incorporation, a certificate of good standing, or such other information about the corporation as is necessary to protect the interests of ForeverGreen and comply with its legal obligations.

5. **Member Marriage.** If two existing Members marry, they have the choice to either sell or resign from one of the Memberships. After marriage, the rights of married Members to make account, Enroller or Sponsor changes may be limited at ForeverGreen's discretion. Please contact ForeverGreen Compliance with any questions.
6. **Member Divorce or Partnership Dissolution.** In the unfortunate circumstance that married Members, or partners who share in a certain ForeverGreen Business, obtain a divorce or wish to dissolve their partnership, ForeverGreen will continue to treat the ForeverGreen Business according to the existing Member Application until such time as ForeverGreen receives written notice from both parties, or a certified court order directing otherwise. The written notice must be signed by all parties and notarized.
7. **Member Status Changes and Transfers.** To convey, sell, assign, or otherwise transfer a ForeverGreen Business or any interest therein, a Member must contact the ForeverGreen Compliance Department and follow its internal policies and meet any requirements, as may be amended from time to time. The same Terms and Conditions of the offer to purchase requires an offer in writing to the Enroller first and the Sponsor second. No Member shall sell or assign a Membership in order to circumvent the Contract, including but not limited to cross-sponsoring rules, and/or the possession of or interest in, more than one Membership. ForeverGreen reserves the right to review any sale or assignment, and to impose reasonable conditions on the sale or assignment to ensure compliance with the Contract.
8. **Independent Contractor Status.** A Member is an independent contractor and is not an agent, employee, partner, or party in a joint venture with ForeverGreen, and a Member may not represent that such an arrangement exists. A Member is responsible for the Member's own business decisions and expenditures and for satisfying all federal, state, and local laws and regulations applicable in the state or country of residence. Because Members are independent contractors, Members are not eligible to claim unemployment compensation or other benefits as a result of having been a Member.
9. **Legal Age.** Member applicants must be at least 18 years of age and/or legally able to enter into a legal contract in the jurisdiction where they reside.
10. **Territory.** Acceptance of the Member Application by ForeverGreen authorizes the Member to conduct business only in authorized or open countries. Members, consumers or any customers residing in unopened countries may be allowed to purchase ForeverGreen product directly from ForeverGreen in US Dollars and strictly on a Not-For-Resale basis in accordance with applicable legal requirements in their home country and the country of destination. Acceptance of the Member Application does NOT confer any exclusive territory to any Member, and Members may not indicate that they have such a relationship with ForeverGreen.
11. **Account Changes to the ForeverGreen Business.** Account changes or corrections including address changes to the Member Application may be accomplished by submitting a new Member Application with the word "Amendment" written at the top, or by submitting a written email from your account of record to the ForeverGreen Compliance Department. All amended Member Application forms must be completed in their entirety and signed by all parties in the ForeverGreen Business. Certain other changes may be made online. ForeverGreen reserves the right to review all such changes to ensure the accuracy and validity of the new information.

- 12. ForeverGreen Member Renewal.** As part of remaining in good standing, a Member must renew their Contract and their ForeverGreen Business status annually, based upon their initial enrollment date. All Members who have been with ForeverGreen one year or longer, have an opportunity to renew their ForeverGreen Membership in the following ways:
- Placing an order for 100 Q.V. in the month their Membership expires, or,
 - Paying the current renewal fee (currently US \$19.95).

The responsibility to renew rests with each Member. At the election of ForeverGreen, a Member who fails to renew his/her ForeverGreen Business may have their license terminated and/or be removed from the Member database. If a ForeverGreen Business position is terminated for failure to renew or by voluntary resignation, a Member may not be reinstated or regain their Rank or Downline Organization existing at the time of termination, and may not reapply as a new Member for a period of not less than six months, at the sole discretion of ForeverGreen.

SECTION 4: ENROLLING AND SPONSORSHIP

- 1. Enrolling and Sponsoring.** Enrolling and Sponsoring are important elements of being a Member. The position of Enroller or Sponsor brings many benefits and responsibilities. A Member may act as the Enroller or Sponsor for an applicant so long as the Member is in good standing with ForeverGreen. If more than one Member claims to be the Enroller or Sponsor of the same applicant, ForeverGreen will honor the first Member Application received and accepted by ForeverGreen, unless specific facts dictate otherwise. An Enroller or Sponsor must clearly state in all presentations to prospective Members that no product purchase is required to become a Member, and no compensation is paid to any Member solely for sponsoring new Members.
- 2. Enroller and Sponsor Duties.** Duties of an Enroller and Sponsor include, but are not limited to: offering support, information, and assistance as well as bona-fide supervisory, marketing, selling, and training support; assisting Downline Members in understanding and complying with the most current Contract; and resolving any disputes arising between persons related to his or her organization, including any customers and/or any Downline Members. It is the Enroller's and Sponsor's responsibility to provide any prospective Member an opportunity to fully review the Contract before they complete and sign the Member Application and pay the Membership Fee.
- 3. Enroller or Sponsor Change.** During the first twenty eight (28) days (including the day of sign up) an Enroller may obtain the consent of a newly enrolled Member and the existing Sponsor, and then place or position a newly enrolled Member within their Downline Organization under a different Sponsor. This allows flexibility and opportunities to grow the Enroller's and other Member's businesses, while also providing a "best-fit" match for a new Enrollee in the Enroller's Organization. Any proposed Enroller or Sponsor changes after the first change, or after the new Member's first 28 days in the business must be agreed to in writing by the existing Enroller, Sponsor and the first eight (8) levels of the Sponsorship Upline in good standing above the Sponsor. A Member who is unable to obtain their Upline agreement to move must remain in their current position, or, they may resign and wait six (6) months, at which time he/she may sign up under another Enroller or Sponsor of their choice. A Member may not attempt to persuade other Members to change

Enrollers or Sponsors or their position within a particular Downline. This is known as “Downline Raiding”. Any Member who engages in Downline Raiding will be subject to disciplinary action by ForeverGreen, up to, and including the termination of the Member’s ForeverGreen Business. ForeverGreen may, at its sole discretion, require additional documents to evaluate whether to allow a Member in good standing to change Enrollers or Sponsors such as:

- a. A document approving the requested change signed by the Upline Enroller(s) and Sponsor(s) whose compensation is affected by the requested change;
- b. An acceptance letter from the prospective Enroller and/or Sponsor;
- c. An amended Member Application with the new Enroller and/or Sponsor information listed;
- d. The payment of a required fee; and;
- e. Any other documents as may be required by ForeverGreen, at its sole discretion.

Sponsor Change documentation required by ForeverGreen including all required consent, paperwork, fees or other documents, must be submitted in their entirety by the last day of the month in order to be effective for that month’s Commissions. No Sponsor or Enroller Changes will be processed from the second business day of the month until the tenth (10th) day of the month, or after the monthly Commission processing has been completed. Requests for Sponsor or Enroller Changes made during this time will be honored according to the guidelines described above, however processing of such requests will be completed after the 10th of the month.

- 4. Succession.** Upon death, a Membership may pass to successors in interest as provided by law, and, upon ForeverGreen receiving a signed Member Application from the successor along with a certified copy of the death certificate, and will, trust or any other legal instrument demonstrating the successor’s rights and interest. After acceptance by ForeverGreen, a successor shall be entitled to all the rights and privileges subject to the duties and obligations of the Contract.
- 5. International Enrollment and Sponsoring.** ForeverGreen allows Members the unique opportunity to Enroll and Sponsor other Members in approved foreign countries that are officially “opened” by ForeverGreen. A country is opened when ForeverGreen publishes notice of such opening in an official ForeverGreen publication or on the ForeverGreen corporate headquarters Internet website. ForeverGreen may provide pre-launch marketing materials or applications for certain countries to assess the interest and commercial viability of such market, however, such activity shall not constitute the opening of a country. No unauthorized pre-marketing activity is allowed in any country ForeverGreen has not formally opened. Any violation of this rule will result in termination of the Member’s ForeverGreen Business. In addition, the violator shall compensate ForeverGreen for any loss suffered, including, but not limited to, loss of profit, loss of good will, damages, fines, and reasonable attorneys’ fees.
- 6. International Enroller and Sponsor Requirements.** To participate in ForeverGreen as an International Enroller or Sponsor, a Member must 1) be an Active Member in good standing in his/ her country of residence and 2) have read and understand all aspects of the foreign country’s Policies and Procedures, and agree to and abide by the Compensation Plan in and for the foreign country. Violation of these policies may lead not only to ForeverGreen disciplinary action, but also to governmental regulatory action that may include severe fines, confiscation of property, closure of business operations, and/or imprisonment.

- 7. Foreign Members, Consumers/Customers.** Consumers residing in unopened countries may apply to become a Member or Retail Customer provided such Member or customer purchase ForeverGreen product directly from ForeverGreen corporate offices in US dollars. Purchases are strictly for their own personal consumption on a Not-For-Resale basis, in accordance with applicable legal requirements in their resident country and the country of destination.
- 8. Enroller and Sponsor Restrictions.** Members must not engage in blind prospecting in foreign countries without prior written approval from ForeverGreen. Many countries have strict privacy laws that forbid blind solicitations, in addition to laws prohibiting advertising for leads. It is the Member's duty to be aware of, and comply with, the laws of all countries they conduct business in.
- 9. Import/Export.** A Member may not import any ForeverGreen product into a market in where product is not approved. A Member may not export any unauthorized ForeverGreen product to another country. Any customers or Members residing in an eligible foreign country must purchase their products directly from the ForeverGreen corporate offices in their resident country or through the ForeverGreen corporate offices in the United States on a Not- For-Resale basis. ForeverGreen may restrict, at its sole discretion, the quantity of ForeverGreen product ordered by any one Member or quantity being shipped to any particular location. Compliant with US Federal laws, under no circumstances may a Member sell product to a US trade restricted country. It is the Member's duty to be aware of, and comply with, all laws regarding conducting business in, and with, foreign countries.
- 10. Promotional Activities and Literature.** ForeverGreen promotional literature is written or created specifically for each country. Members may not distribute, display, use or create promotional literature in countries other than materials approved by ForeverGreen for said country. Promotional statements used in one country's literature may not be appropriate or legal for use in another country. A Member may not seek or participate in media coverage of any kind without the prior written approval from the ForeverGreen corporate office.
- 11. Member Foreign Sales.** A Member does not have the right to retail ForeverGreen product in a foreign country. That right is reserved for individuals who are Members residing in the country. To avoid adverse tax consequences, restitution requirements and violations of foreign law, a Member must refer Retail Customer product orders to his/her Downline Members residing in the foreign country. Additionally, only products approved for retail sales in that specific country may be sold.
- 12. International Enroller and Sponsor Commissions.** International Enrollers and Sponsors receive Commission payments for the CV generated by their Downline in the foreign country pursuant to that foreign country's ForeverGreen Compensation Plan. Qualification levels and Commission payments may differ in each foreign country and a Member should familiarize themselves with the foreign country's specific ForeverGreen Compensation Plan. Whenever possible, earnings are paid from the Member's home country ForeverGreen office in the Member's home country currency. There may be specific income tax withholding requirements in a foreign country. When required, withholdings will be deducted from the Member's earnings.

SECTION 5: PURCHASING ForeverGreen PRODUCT

- 1. Product Ordering and Payment Guidelines.** A Member may order ForeverGreen product by placing an order with the local ForeverGreen office and providing proper payment. Funds must be available at the time the order is placed. Product orders may be subject to delay until the availability of funds have been verified. The CV attributed to any order will be credited to the Volume Month in which the product payment is received. Orders will be shipped within two business days after receipt of the order or upon the clearing of verified funds, whichever occurs later.

If ForeverGreen is temporarily out of stock on the ordered merchandise, a Member will receive a backorder notice on that product. Shipments will be complete and in marketable condition at the time they leave the ForeverGreen distribution center. Upon receipt of an order, Members should immediately inspect the order to determine it is complete and undamaged. If an order is incomplete, the Member should immediately call ForeverGreen Customer Support. If an order is damaged upon receipt, the Member should contact ForeverGreen Customer Support so that a claim can be filed with the carrier for goods damaged in transit.

Before assuming a shipment is lost or missing, a Member should wait at least fifteen (15) working days from the placing of a mail order and ten (10) working days from the placing of a telephone, facsimile, or Internet order. If a shipment is lost or missing, the Member should then notify ForeverGreen Customer Support. Lost shipments, if later found and/or delivered, must be reported to ForeverGreen Customer Support within seven (7) days of delivery. A Member who signs a delivery release with a common carrier authorizing the carrier to deliver an order without a signature agrees to release ForeverGreen from all responsibility for such delivery.

A Member who has had at least one check or other type of bank draft returned for “insufficient funds” or “closed account” or any other non-payment reason, may lose ordering privileges and the right to receive Commissions until the sufficiency of funds is resolved. Occasionally, a Member may lose check or bank-draft privileges. If this occurs, payment must be made with a certified or cashiers check, or other guaranteed form of payment deemed acceptable to ForeverGreen. Member agrees that ForeverGreen may assess a handling fee of twenty (\$20.00) USD (or equivalent) for each rejected check or bank draft and for each credit card charge back. These fees may be charged against any current or future Commission or known account held in the Member’s favor.

ForeverGreen may, at its discretion, reject or cancel any order for any reason, including ForeverGreen experiencing production difficulties, change of production, failure by its suppliers to deliver, unexpected high demand, or unforeseeable events such as force majeure, civil disturbance or terror attacks. ForeverGreen will not be responsible for any damages resulting from such rejection or cancellation, beyond the refund of any monies received regarding that order.

- 2. 70% Rule.** In order to provide each Member an opportunity to purchase high demand ForeverGreen product, and to avoid any excessive storage or stocking of ForeverGreen product, ForeverGreen and its Members subscribe to the 70% rule which requires a Member attest that at least 70% of the previous month’s ForeverGreen product purchase has been consumed prior to any further ForeverGreen product purchase. If the Member cannot, at the request of ForeverGreen,

verify compliance with the 70% Rule; or if the orders are made to monopolize ForeverGreen product or manipulate the ForeverGreen Compensation Plan, ForeverGreen may suspend a Member's ordering privileges and the Member's ForeverGreen Business. In order to avoid front-end loading and provide available product for all Members and Customers desiring product, any ForeverGreen product order may not exceed \$2,500, unless such order is approved in advance by ForeverGreen.

3. **Product Care.** All ForeverGreen products should be stored indoors, in a cool, dry and hygienically-safe area, or as otherwise directed by the label. As a general rule, products should be kept at least four inches (4") above the floor. ForeverGreen is not responsible for any product that is damaged due to improper storage.
4. **ForeverGreen General and Chocolate Shipping Policies. ForeverGreen has implemented a special chocolate shipping policy during the warmer months of the year. To ensure preservation of the premium quality chocolate. ForeverGreen's Chocolate Shipping Policy is effective March 15th through October 15th.**

Shipments containing chocolate

- i. Premium chocolate melts easily, therefore, ForeverGreen packages its chocolate with insulating material and frozen gel packs; however, these packing materials will not protect against extreme or extended heat.
- ii. To ensure timely delivery of ForeverGreen products, it is recommended sending chocolates to an address where someone is available to accept the package, particularly if shipped by overnight express. ForeverGreen will ship chocolates to a residence or business address but not a Post Office box. Please make every effort to ensure gift recipients will be home to accept the package.
- iii. Each year beginning March 15 through October 15, ForeverGreen will ship chocolate orders Monday through Wednesday only, regardless of shipping method selected, due to the extreme heat.
- iv. A surcharge of \$3 USD will be added for each box of chocolate, or pack containing chocolate ordered.
- v. Melted Shipments- If your chocolates were shipped with insulating packaging, delivered within the specified time and still arrived melted, we will replace them as if they were defective, or, if you will call Customer Service and obtain an RMA number, we will refund the purchase price to your account once we receive your returned item/s with the RMA as assigned. This does not apply to orders returned to us because of a delivery failure resulting from an incorrect address, "vacation hold", you were unavailable to accept your package, or "refusal of delivery".

All Shipments

- vi. Overnight and Two Day Air options. Two day air is only available Monday through Friday. A Friday shipment will arrive on Tuesday. Please note that overnight shipments are also Monday through Friday, unless the Saturday delivery option is chosen. To ensure prompt delivery of chocolate orders, ForeverGreen, may at its discretion, require two day shipping.
- vii. Late Carriers. ForeverGreen cannot issue a refund for merchandise if your order arrives late by any carrier, therefore, please allow ample time when ordering for replacements or delivery failures. ForeverGreen is not responsible if you were unavailable to sign for a scheduled delivery. Please make arrangements for your package to be delivered to an alternate address where it can be signed for if you are not available. These shipping policies include anything

that is drop shipped to customers from our suppliers as well. Perishable items cannot be insured by any carrier.

viii. Order Terms. Placing an order with ForeverGreen constitutes evidence that you have read, understood and agreed to these Terms and Conditions, and the Contract.

5. Compensation Plan Participation. A Member and those in the Member's Downline may not order inventory for the sole purpose of participating in the ForeverGreen Compensation Plan, or to "Qualify", themselves or others to earn Commission payments. When placing any product order, the Member certifies that he/she has sold or consumed a minimum of seventy percent (70%) of all previous orders (the "70% Rule").

6. Order Fulfillment. Orders submitted without payment in full will not be filled until payment in full is received by ForeverGreen. If payment for an order is insufficient, ForeverGreen reserves the right, at its sole discretion, to withhold items from the order until the order total is equal to, or less than, funds received. Any and all liability arising out of the non-fulfillment or partial fulfillment of an incomplete order lies with the Member who placed the order, including no payment of Commissions, if full payment is not received within the Volume Period. In no instance shall ForeverGreen be liable for any damages related to an unfulfilled order, other than the refund of any monies received for that order, less order handling and shipping fees.

Full payment must accompany all orders. Depending on the specific country, payment for orders should be made by personal check, cash, certified check, money order, bank draft, or credit card. ForeverGreen will not accept COD (cash on delivery) orders. ForeverGreen is not responsible for orders delayed in transit or orders that do not arrive at the appropriate ForeverGreen office accompanied by a valid form of payment. To be included with a current month's CV, mail orders must be received by ForeverGreen on or before 4:00 P.M. Central Time (CT), on or before the last business day of the month. Cash should never be mailed for payment. ForeverGreen is not responsible for any lost, stolen, misdirected orders or funds that are sent via postal service.

7. Telephonic and Electronic Orders. ForeverGreen product orders may be placed by telephone, facsimile, Internet website, or other electronic means. The funds for any purchase must be approved prior to a sale. If ForeverGreen is informed that a Member's credit card is declined or not approved, the product order will be deleted unless the Member provides a valid alternate payment method. A Member assumes full responsibility for any and all consequences that may result when ForeverGreen receives notification the credit card transaction, or other payment form is declined or not approved, including failing to Qualify in the ForeverGreen Compensation Plan.

A Member who initiates credit card charge-backs is deemed to have "Disputed Balances". The Member receiving credit for the order in question will have Commissions suspended and applied toward the disputed balance until the dispute is resolved to the satisfaction of ForeverGreen. Orders sent via facsimile, Internet or other electronic means must be received by ForeverGreen on or before Midnight, Central Time (CT), on the last day of the Volume Period in order to count for the current Volume Period. Members are responsible for any errors created using online order processing such as discontinued or incorrect item codes, or other errors of omission or inclusion.

8. AutoShip. Any changes to AutoShip orders must be made five (5) business days before the scheduled ship date. AutoShip orders may be processed and shipped one (1) to three (3) business days before or after the scheduled date depending on weekends, holidays and/or other circumstances.

9. Volume Transfers. The transfer of Commissionable Volume (CV) or Qualification Volume (QV) from one Member to another is not permitted.

10. Neutral Lead Distribution. Any Customer or potential Member leads that come to ForeverGreen will be referred to Members. ForeverGreen will make all reasonable efforts to determine how a prospect became interested in ForeverGreen, and such leads will be given to the Member who created that interest. ForeverGreen reserves the right to refer any unclaimed leads to any Member, based upon Rank and/or geographic location. The distribution of neutral leads is made at the sole discretion of ForeverGreen.

11. Ordering Restrictions. It is ForeverGreen policy that products be purchased in reasonable quantities in the ordinary course of business for either sale to Retail Customers or actual personal use. ForeverGreen reserves the right to decline or cancel any order with or without cause, at its sole discretion.

In order to honor ForeverGreen commitments with credit card companies that ForeverGreen uses to conduct its business, a Member may not submit orders in the name of another Member. Only orders made on behalf of the Member's own ForeverGreen Business will be honored by ForeverGreen. A Member may not use ForeverGreen's Internet website or other electronic means to place orders for the Member's account using another Member's credit card. If the use of another Member's credit card is needed, both Members must call ForeverGreen Member Support and speak with a Member Support Agent. The credit card owner must be on the line to give approval for the transaction. Additionally, ForeverGreen prefers that a Member provide their consent in writing to ForeverGreen for another Member to use their credit card. A Member may not purchase more than \$2,500 USD on their first order without the express written permission of ForeverGreen. Any Member purchases exceeding \$5,000 USD within a Volume Month must be accompanied by the Member Retail Sales Receipts as proof the products are for retail sales transactions. (Contained in Appendix D).

12. Taxes. ForeverGreen product may be subject to sales taxes in some jurisdictions. If ForeverGreen collects and remits tax in any jurisdiction, ForeverGreen may advise Members that such taxes are required to be collected on their behalf. If a Member wishes to be tax exempt, ForeverGreen must receive a copy of the Tax Identification Number and Tax Exempt documentation. Tax exempt status begins once the Member provides the required documentation. The collection and remission of taxes by ForeverGreen does not relieve Members of their responsibility and duty to comply with any and all tax regulations appropriate to the Members jurisdiction.

13. W-9 and 1099 Forms. In as much as all Members are independent contractors, ForeverGreen does not withhold any income taxes from earnings, provided a Member discloses their valid Social Security or Tax Identification Number by completing a W-9 form. As required by the Internal Revenue Service (IRS) or local government, ForeverGreen will issue a Form 1099 or equivalent at the end of each calendar year, which reports all of the earnings paid to Members by ForeverGreen. Consequently, a Member is required to provide all necessary information to ForeverGreen in order to complete the 1099 or equivalent form. Members residing outside the United States or any Member without a valid Social Security or Tax Identification Number may be required to satisfy U.S. tax law thereby, compelling ForeverGreen to withhold taxes on Commissions and/or other earnings. Members who have achieved the Rank of Determined or higher must provide ForeverGreen with a complete and accurate W-9 form in order for ForeverGreen to provide any

Commission checks. In no way does this section constitute tax or legal advice. It is the Member's duty to seek appropriate counsel on the tax and legal ramifications of their individual business activities.

14. Product Refunds and Exchanges. Members may return resalable product that is unopened, undamaged and at least three (3) months remaining before the printed expiration date for a product exchange. ForeverGreen charges a 10% restocking fee on any returned product. Monetary refunds are only provided to terminating Members or customers who return resalable, unopened, undamaged and usable products. If Commissions were paid to a terminating Member's Upline on the CV represented by returned products, the Commissions paid on such CV will be debited from the Upline Member's account. If returned product changes the qualification status of a Member, any over-paid Commissions will be credited back to ForeverGreen.

Members voluntarily terminating and seeking a refund must do the following: 1) Call ForeverGreen Customer Support and request a Return Merchandise Authorization (RMA) form and/or number; 2) Request in writing a refund from ForeverGreen; and 3) Return the package with the RMA number clearly marked on the outside of the package, near the return address; Shipping costs to return products must be paid by the Member or customer; 4) Send a signed Notification of Termination to the local ForeverGreen office. The Member or customer is responsible for any damage or loss during the shipping process. Goods damaged in transit, and therefore not marketable, will be rejected. After full verification of all submitted paperwork and returned items, ForeverGreen will issue the terminating Member or customer a refund (less shipping, handling and restocking fees) based on the original method of payment.

15. ForeverGreen Retail Customer Satisfaction Guarantee. A Retail Customer may cancel any transaction at any time prior to midnight of the third business day after the transaction, as mandated by the Federal Trade Commission. However, as a valued customer, you have greater rights under the ForeverGreen Retail Customer Guarantee. If, for any reason, a ForeverGreen product is not satisfactory, you may return the item(s) to the Member you purchased from within thirty (30) days of the original purchase for either a one-time exchange or a full refund by completing the following: return the unused portion, together with a written explanation of your dissatisfaction and, a proof of purchase. A repurchase of the same ForeverGreen product will establish your satisfaction with previous purchases of that product.

Should you cancel, any goods traded in and/or any payments made by you under the Contract or sale and any negotiable instrument executed by you will be returned within ten (10) business days following receipt by the seller of your Cancellation Notice; any security interest arising out of the transaction will be canceled. In addition, under the Contract or sale, the goods you return to the seller must be in substantially as good condition as when received by you, or, if you prefer, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days from your Cancellation Notice date, you may retain or dispose of the goods without any further obligation. Should you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under Contract. To cancel a transaction, mail or deliver a signed and dated copy of the Cancellation Notice (contained in Appendix C) or any other written notice, including a telegram, to (name of seller and their business address), no later than midnight of the date indicated on the sales receipt.

- 16. Retail Sales Receipts.** All ForeverGreen Members are required to provide their Retail Customers with a Retail Sales Receipt (contained in Appendix D) for each transaction. The member should include their Membership name, Membership ID#, contact information, the date of the sale and the details of each item purchased.
- 17. Will-Call.** Any customers or Members wishing to pick up their product purchase directly from ForeverGreen will receive their purchase at reduced shipping rates. However, product sales tax for the Will-Call office location will be charged to the purchasing party. A Customer or Member who fails to pick up their Will-Call Order within five (5) days of order generation will be charged the normal shipping and handling rates, plus an additional \$5.00 re-handling fee, and the product will be shipped to them at their address of record. Will-Call hours of operation and location directions can be obtained by calling 801-655-5500 or your local office. Will-Call is not an option for AutoShip orders.
- 18. Excuse for Non-Performance.** ForeverGreen will not be responsible for delays and/or failures in performance where performance is rendered commercially impracticable due to circumstances beyond ForeverGreen's reasonable control. This includes, but is not limited to, strikes, labor difficulties, riot, war, force majeure, death and/or curtailment of ForeverGreen's usual source or suppliers; or any governmental decrees or orders, or other unforeseeable circumstances that impede ForeverGreen's ability to conduct business in a reasonable fashion.
- 19. Credit Card Disputes.** Any credit card disputes will be bound by this Contract. Before submitting a credit card, ACH or EFT charge back, Members are required to contact ForeverGreen Customer Support and attempt to resolve the issue. If the Member fails to follow this policy, the chargeback will be deemed as fraud, and the Member will be subject to disciplinary action up to, and including, termination of their Membership.

SECTION 6: MEMBER MARKETING

- 1. Advertising.** ForeverGreen encourages Members to promote ForeverGreen product and the ForeverGreen Business Opportunity pursuant to the appropriate guidelines issued by ForeverGreen. These guidelines are required in order for ForeverGreen to ensure compliance by Members and ForeverGreen with the myriad of laws that govern the advertising of ForeverGreen product and the ForeverGreen Business Opportunity. Failure to follow these guidelines can result in violations of local and national laws, which may result in damage to the reputation of ForeverGreen, as well as restrictions upon ForeverGreen, Members, and ForeverGreen product, that could trigger undesirable publicity and possible fines, penalties and/or legal action.
- Members may sell ForeverGreen product to customers at a price of their choosing, however, a Member may not advertise on the Internet, eBay, brochures, flyers, storefronts or any other advertising medium any price lower than the Manufacturer's Suggested Retail Price (MSRP) or the retail price of any ForeverGreen product. This policy explicitly includes amounts advertised for shipping, membership fees and/or other services and fees. In no instance may any Member advertise "Free Shipping", "Free Membership" or "Best Offer". For Internet selling pages, no shipping prices can be advertised, rather an icon that "calculates shipping", or the words "shipping not specified" must be displayed, rather than placing a given shipping value on a page. ForeverGreen reserves the right to review and require modification of any and all advertising as it relates to ForeverGreen, its

products, opportunity, trademarks and other intellectual property. Members who fail to comply with this policy are subject to disciplinary action, up to, and including, suspension or termination of their Membership, and administrative costs and/or processing fees for additional documents generated. (see item #11 in Section 7 “Service Fees”)

A Member may not utilize electronic media advertising of ForeverGreen product or the ForeverGreen Business Opportunity on television, radio, or on any Internet site without prior written approval from ForeverGreen. Compliance with this policy ensures an equal opportunity for all Members to succeed with ForeverGreen.

- 2. Promotional Material.** ForeverGreen may allow a Member to use ForeverGreen names, logos, or trademarks provided such use is in accordance with the Contract. All ForeverGreen literature, audiotapes, videotapes, Internet website material, and programs are copyrighted by ForeverGreen and may be duplicated only by obtaining the prior written consent of ForeverGreen.
- 3. Proprietary Names and Intellectual Property Rights.** A Member may not use ForeverGreen’s employee names, trademarks, service marks, trade dress or trade names, domain names, logos, ForeverGreen media or public relations events or any distinctive phrases or sounds used by ForeverGreen to promote the Member’s business prior to receiving written permission from ForeverGreen. To protect the proprietary rights of ForeverGreen, a Member may not obtain, through filing for a patent, trademark, Internet domain name, or copyright, any right, title, or interest in or to the names, domain names, trademarks, logos, or trade names of ForeverGreen and its products. As ForeverGreen changes or abandons any of its trade names or marks, a Member agrees to also change or abandon such trade names or marks. Should a Member possess or control any ForeverGreen intellectual property rights, or come into possession or control of said marks or other property, the Member agrees to assign such intellectual property rights without charge or delay to ForeverGreen.
- 4. Product Claims.** A Member may not make medicinal and/or therapeutic claims for any ForeverGreen product or specifically prescribe ForeverGreen product as suitable for the treatment of any ailment. No representation or sales offers may be made relating to ForeverGreen product that is not accurate or truthful as to grade, quality, performance, and availability. Appropriate product information is contained in authorized ForeverGreen literature and is subject to periodic review and revision by ForeverGreen. It is the Member’s responsibility to obtain and use only current literature. All product representations made by a Member must be the same as those found in current ForeverGreen literature.

Members are prohibited from diagnosing any medical condition or prescribing or suggesting any ForeverGreen product as a form of treatment for any disease or condition. Additionally, testimonials in literature and websites must not contain any reference to cures, healings, miraculous recoveries and/or the suggestion to cease taking any physician prescribed medications.

ForeverGreen products are designed to be an important dietary part of an individual’s daily healthy lifestyle. ForeverGreen believes in embracing health, not fighting disease. If an interested person, customer or Member is suffering from a medical condition, it is recommended that they speak with a medical professional prior to making any nutritional or dietary changes in their lives.

- 5. Sale or Promotion of Non-ForeverGreen Product, Opportunities, or Materials.** A Member shall not sell, promote, or advertise non-ForeverGreen product, opportunities, or materials that are competitive with ForeverGreen product, opportunities or materials, on Internet sites that offer the ForeverGreen opportunity or product, or at ForeverGreen functions to Members or customers. ForeverGreen functions include, but are not limited to conventions, meetings, seminars, or similar events prepared by a Member of ForeverGreen for Members, prospective Members, or employees of ForeverGreen. Sales and/or recruiting in violation of this provision may constitute unfair competition against ForeverGreen and a breach of the Contract. Such violation is subject to disciplinary action, up to and including termination of the Membership.
- 6. Income and Opportunity Claims.** No unreasonable or misleading claims or intentional misrepresentation of earnings or potential income may be made by a Member. Income guarantees of any kind are prohibited by the Contract and by law, as is the exhibition of actual or copies of Commission checks or earnings statements. Income representations must be honest and based on fact. In addition, income representations must include disclaimers that earnings may vary depending on the degree of effort employed. No earnings are guaranteed, and a Member is not guaranteed to reach a certain compensation level.
- 7. Future Growth Claims.** A Member shall not imply or assert that additional products or services will be added to the products and services currently offered by ForeverGreen, or that enhancements to the ForeverGreen Compensation Plan are forthcoming, or that specific territories or areas will be opened or added to the ForeverGreen business operation unless or until the change or event has been officially announced in writing by ForeverGreen.
- 8. Governmental Claims.** A Member shall not state, suggest, or imply that the ForeverGreen Compensation Plan or its products or business opportunities are approved by any state attorney general, government authority or agency, or any other third party.
- 9. Internet Use.** A Member may use the Internet to promote the ForeverGreen Business Opportunity by creating a personal Website that clearly states the site belongs to the Member. Such Websites and all other Websites used by a Member are subject to review and approval by the ForeverGreen Compliance Department.

A Member may not register or use any ForeverGreen name(s), trademark(s), logo(s), or product name(s) in any URL address or domain name. ForeverGreen reserves the right, at its discretion, to reject, refuse, and withdraw a URL or domain name. Further, the website shall not contain any hyperlinks to websites of competitors or competitors' products. It must be a "stand alone" ForeverGreen website.

A Member's Website may display ForeverGreen product information as long as the information and website are approved in advance by the ForeverGreen Compliance Department and are compliant with this Contract. The product information shall not make prescriptive, disease, medicinal, or therapeutic claims. Any product information located on the ForeverGreen Virtual Office Website is available for use or download by a Member on their stand alone ForeverGreen Website.

Generally speaking, a Member's website may contain certain personal and opportunity testimonials as well as motivational information, provided the material reflects the honest and balanced

expression of the true experience of the provider; the material makes no reference to cures or healings, the material does not represent that all people will have the same experience; the material is accompanied by a disclaimer acceptable to ForeverGreen, stating the comments displayed were for information purposes only, and have not been evaluated by the Food and Drug Administration and therefore are not intended to diagnose, treat, cure or prevent any disease; product testimonials shall not be displayed on a Member's Website without prior approval by the ForeverGreen Compliance Department. Please submit proposed testimonials to legal@forevergreen.org

A Member's website may not contain claims that products or programs are for sale in any country other than the country in which the products or programs have been approved by ForeverGreen. A Member's website shall not infringe on any third-party trademarks or copyrights. The Member agrees to indemnify and hold ForeverGreen, its affiliates, and subsidiary organizations and their directors, officers, employees, and agents harmless against any action or claim for infringement on a third party's intellectual property rights arising from the website.

A Member's website may offer Retail Customers ForeverGreen product, provided the Member displays on the website his/her telephone number, fax number, E-mail address, and/or the ForeverGreen telephone number, with instructions explaining how to purchase ForeverGreen product. The website may use "shopping carts" provided any sales or the exchange of information is conducted by a secure 128 bit (or stronger) encryption system that safeguards Member and customer information. The shopping carts may offer only ForeverGreen product and must include language giving the Member the right to refuse a transaction for any reason.

Members are encouraged to follow all Internet etiquette and to be responsible Internet citizens. A Member may not use mass e-mailings (except to those on "opt-in" lists) or E-mail spamming to promote the ForeverGreen opportunity or product. Members are required to comply with the CAN-SPAM Act of 1993.

10. Company Recordings. A Member may not, without the prior written approval of ForeverGreen, produce for sale or distribution, in personal or business use, any audio, video, or other recording of ForeverGreen sponsored events, speeches, employees or meetings. Neither may a Member produce or make available to others any company recordings without the express written permission of ForeverGreen.

11. Media Inquiries. In order to ensure accuracy and consistency of information, a Member who receives any inquiry from the press or other media regarding any aspect of ForeverGreen, its products, or the ForeverGreen Business Opportunity should refer such inquiry to the ForeverGreen Director of Communications at 801-655-5500.

12. Telephone Book and Directory Listings. All listings for telephone publications and/or other directory type services, should read as follows: "ForeverGreen Independent Distributor" followed by the Member's name, address, and telephone number. A Member may not display advertisements in telephone directories using the ForeverGreen name(s), logo(s), image(s), or product name(s), excluding such marks approved specifically for this purpose. A Member listing a toll-free telephone number may not use any ForeverGreen name(s), logo(s), or product name(s) for such listing. A Member agrees to not use 900 numbers, surcharge numbers, or other similar toll numbers for the purpose of marketing either the ForeverGreen Business Opportunity or ForeverGreen product.

A Member may not answer the telephone in any manner that would give callers a reason to believe they have reached the corporate headquarters or any other ForeverGreen company offices or company employee. Specifically, a Member shall NOT answer the telephone by saying “ForeverGreen” but shall answer indicating his or her status as a Member or Distributor of ForeverGreen. Answering machines and voicemail, emails, faxes and all other forms of communication must also comply with this policy. Members who fail to comply with this policy are subject to disciplinary action as determined by ForeverGreen.

- 13. Repackaging.** A Member agrees to not alter, repackage, distribute unauthorized samples of, re-label or otherwise change, any ForeverGreen product or sell any such product under any name or label not authorized by ForeverGreen.
- 14. Retail Store Sales.** In order to provide all Members equal access to ForeverGreen opened territories and ensure that no Member obtains an unfair advantage over other Members, a Member may not sell or advertise ForeverGreen product in any retail store without the prior written authorization from ForeverGreen. A retail store or Member may not advertise the sale of ForeverGreen product for any price less than the MSRP or retail price.
- 15. Service Establishment Displays.** A Member who owns, or is employed by, a service-related establishment may provide ForeverGreen product and services to ForeverGreen Retail Customers through the service establishment, so long as the Member provides proper support to the Retail Customers. A Member who wishes to display products in a service-related establishment must receive written permission from the ForeverGreen Compliance Department. A “service-related establishment” is one that receives revenue primarily by providing personal service rather than by selling products. Such establishments include offices of doctors, dentists, chiropractors, and other health professionals, health clubs, gymnasiums, barber shops, beauty shops, nail boutiques, spas, counseling services, tanning centers, and other such businesses where the customer’s use of the establishment is generally controlled by membership or appointment. In such establishments, ForeverGreen product or banners may not be displayed in the lobby or outside the office where such products and/or materials are visible to the general public.
- 16. Fairs and Special Events.** To enhance the reputation and high caliber of ForeverGreen products, a Member agrees to not display or advertise ForeverGreen product at swap meets, flea markets, garage sales, or any other similar events. Upon approval, a Member may display ForeverGreen product in a booth at state or county fairs, trade shows or exhibits, but may not display competing products or products from any other direct-selling company with ForeverGreen product.

SECTION 7: MEMBER COMPENSATION

- 1. Member Compensation and Fees.** A Member is compensated pursuant to the ForeverGreen Compensation Plan. The ForeverGreen Compensation Plan is more fully set forth in Appendix B of these Policies & Procedures. A Member is wholly responsible for meeting the Member's Qualifications for all Volume Periods, and any other program qualification requirements. ForeverGreen has no obligation to guarantee or assure that a Member meets any qualification requirement of the ForeverGreen Compensation Plan.
- 2. Earnings Guarantees.** A Member is neither guaranteed a specific income nor assured any level of profit, success or Rank. A Member's Commissions, income, profit and Rank success can come only through the successful sale, use, and consumption of ForeverGreen product and the sales, use, and consumption of ForeverGreen product by other Members and customers within the Member's Downline.
- 3. Retail Profits.** In open markets, a Member may purchase product at the ForeverGreen Member price and personally sell the product at a resale price chosen exclusively by the Member and retain any difference as Retail Profit. This process is not managed through the ForeverGreen Compensation Plan. (However, a Member may never advertise through any means including the Internet, electronic media such as radio or TV or any printed materials, a ForeverGreen product for any price less than the MSRP or Retail price.) A Member may refer Retail Customers to place their orders directly with ForeverGreen; however, any Retail Customers referred to ForeverGreen will pay the Retail Customer price for ForeverGreen product and the Enroller will receive the difference between the Member price and the Retail price. This Retail Profit is paid during the Unilevel Commission process each month. Retail Customers do not earn Commissions or participate in the ForeverGreen Compensation Plan.

ForeverGreen may issue the customer his or her own customer identification number, which will automatically credit their ForeverGreen product purchases to the enrolling Member for Commission purposes. Retail Profits are paid with the monthly Unilevel Commissions. A Member must only be in good standing with ForeverGreen to earn Retail Profits.
- 4. Minimum Monthly Compensation Check.** In order to reduce banking fees, ForeverGreen will not generate a Commission check or other payment method for any Commission amount less than twenty US Dollars (\$20.00). When a Member is eligible for a Commission payment of less than twenty US Dollars (\$20.00), this amount will be credited to the Member's ForeverGreen account and a Commission payment will be issued once the accumulated balance is twenty dollars or more. This process is referred to as "Bonus Rollover".
- 5. Account Service Fees.** Due to currency exchange requirements, computer processing costs and other Member services, a country specific processing fee may be charged for each country in which the Member receives Commissions. If a Member is not issued a payment in the ForeverGreen Compensation Plan for that period, the Member will not be charged the processing fee(s) for that period.
- 6. Payment of Commissions.** ForeverGreen may pay Commission by check, direct deposit (ACH), debit card or any other generally acceptable payment method chosen by ForeverGreen. A Member will be responsible for completing any applicable paperwork for a payment type and for any excess processing fees or charges incurred due to the payment method. Commission checks will be

mailed or direct deposited weekly for FastStart commissions and JumpStart Enroller Bonuses. Uni-level Commission checks will be mailed or direct deposited monthly for Unilevel Commissions on or before the fifteenth day of the month following the month in which the Commission was earned. Commission checks issued to joint applicants in a ForeverGreen business will be issued in the name of the first applicant listed on the Membership Application.

Without prejudice to ForeverGreen's right of termination, the payment of a Member's Commission may be suspended if the Member is in breach of any term or condition of the Contract. All members explicitly agree that acceptance of any and all Commission payments is absolute acceptance of the Contract and all of its terms without limitation.

- 7. Debiting of Commission Checks.** A Member agrees that ForeverGreen may debit or place a hold on a Member's Commission check(s) for any amount the Member owes ForeverGreen including the overpayment of Commissions, checks with insufficient funds, credit card charge backs, unpaid order balances, account service fees, unpaid fees for services performed and/or government imposed obligations.
- 8. Replacement Checks.** Upon request, ForeverGreen will issue a replacement check for a lost or stolen check that has not been cashed; however, if the check was not cashed due to the Member's inadvertence, a service fee of the greater of five percent (5%) of the value of the check, or twenty US Dollars (\$20.00) will be assessed. Except in the case of theft or fraud, replacement and stop payment requests will not be honored until ten (10) business days after the check was issued. All costs incurred for stop payment orders and research efforts, shall be paid in advance, or at ForeverGreen's discretion, charged against the Member's account.
- 9. Unclaimed Member Compensation.** ForeverGreen makes every effort to ensure Members receive their Commission payments. However, when a ForeverGreen Commission payment has been sent to the last known address, but later returned to ForeverGreen because a Member has moved without a forwarding address, or the check is returned or is not presented for payment for some other reason beyond ForeverGreen's control, the check shall be voided and the amount shall be credited to the Member's ForeverGreen account 150 days after its original date of issue. Thereafter, the credit will be subject to a monthly maintenance fee of 10% of the Commission check value, but no less than ten US Dollars (\$10.00) per month to compensate ForeverGreen in part for the continued search and investigation for the correct location of the Member owed the Commission check. The monthly maintenance fee also includes mailing costs and any other contact attempts to pay the owed Member.
- 10. Foreign Market Instability.** The ability to make payments to Members residing in the United States as a result of the sale of ForeverGreen product in countries outside the United States is dependent upon the receipt by ForeverGreen of U.S. dollars in connection with such sales. Consequently, ForeverGreen may restrict, delay, or modify payments to Upline Members during such time as conditions in a foreign country limit or restrict the conversion or repatriation of money to ForeverGreen.
- 11. Service Fees.** Service fees are charged for any Sponsor or Enroller changes and possible sales or transfers; these fees are charged regardless of the outcome of the request. In addition, should a Member or any third party legally request or require services necessitating additional time and expense to research and resolve, ForeverGreen will charge a fee of one hundred dollars US Dollars (\$100.00) per hour plus costs, with a minimum of one hour assessed for each instance. All information generated from such efforts is and will remain the sole property of ForeverGreen, and shall be treated as confidential and proprietary information, as defined by the Contract.

SECTION 8: MEMBER RESIGNATION AND TERMINATION

- 1. ForeverGreen Business Ethics.** ForeverGreen honors all applicable federal, state, and local laws and regulations governing good business practices as well as the standards set by the Direct Selling Association (DSA) and the Multi-Level Marketing International Association (MLMIA). Members must adhere to the same ethical business practices to be successful. A Member agrees to comply with the Contract, all contractual obligations, and any applicable state and federal laws. Any breach or violation of the Contract may be deemed unethical and grounds for disciplinary action, including termination, to protect ForeverGreen, its Members and the integrity of the ForeverGreen Business. Examples of unethical behavior include, but are not limited to: 1) Cross-sponsoring; 2) Raiding; 3) Writing checks on insufficient funds to ForeverGreen; 4) Unauthorized use of another person's credit card; 5) Credit card charge backs; 6) Misrepresenting the ForeverGreen product or ForeverGreen Compensation Plan; 7) Engaging in any deceptive or unlawful trade practice or other illegal or unlawful activity; 8) Creating or publishing advertising material without prior Company approval; 9) Any unauthorized use of the ForeverGreen names, trade names, domain names, patent information, trademarks, or logos; and 10) Manipulating the ForeverGreen Compensation Plan.
- 2. Unfair Competition and "Cross-Sponsoring".** A Member may not Enroll, Sponsor, solicit or attempt to Enroll, Sponsor or solicit any other Member into any other network marketing or direct selling company, with the exception of those individuals the Member has personally Enrolled, and who are positioned on the Member's Frontline exclusively in the Enrollment Tree. Further, a Member may not solicit the participation of any other Member, not on the Member's Frontline, to purchase any non-ForeverGreen product that is competitive with ForeverGreen product or opportunities, or to participate in any other direct sales, network marketing, or multi-level marketing company or opportunity through direct solicitation by telephone, internet, mail, in person, or any other means of communication. The foregoing prohibited activities constitute unfair competition with ForeverGreen and are also known as "Cross-Sponsoring." Cross-Sponsoring damages other Members' businesses and may be grounds for termination and/or other disciplinary action.
- 3. Voluntary Resignation.** A Member may, at any time, voluntarily resign as a Member. A Member, who resigns loses all rights and all beneficial interests in the resigned ForeverGreen Business and to any Downline Members. A Member who voluntarily resigns may not reapply for a new ForeverGreen Business or apply to hold a beneficial interest in an existing ForeverGreen Business until six (6) months after ForeverGreen has finalized the termination. A Member may resign voluntarily by submitting to ForeverGreen a resignation letter signed by all Members in the ForeverGreen Business and listing the Member name(s) and ID Number(s) and returning or destroying (including a notarized statement that they personally performed or witnessed such destruction) all ForeverGreen Lists, or other proprietary information in the Member's possession or control; or simply resign by failing to renew the Member Application for an additional annual term and returning or destroying all ForeverGreen Lists in the Member's possession or control. A Member is not entitled to any renewal or enrollment kit refund upon resigning. It is the Member's responsibility to renew their membership; ForeverGreen has no obligation to inform any Member of their renewal date or the exact date that an un-renewed Membership will be terminated.

- 4. Disciplinary Process.** Failure to abide by the Contract may lead to appropriate disciplinary action. After a disciplinary action is complete, ForeverGreen, at its discretion, may announce details of such disciplinary action publicly. Policy violations that do not lead to immediate termination may be dealt with as detailed below. The disciplinary process may involve any one step, some, or all of these steps:
- a. Informal warning.** The Member may be notified verbally or in writing that the Member is in violation of the Contract.
 - b. Formal warning.** A formal written warning may be sent to the offending Member explaining the violation, required corrective action and stating that failure to remedy the stated violation may result in further disciplinary action.
 - c. Probation.** A Member may be placed on probation for violating the Contract. The length and conditions of the probation may vary, depending upon the circumstances, but may include the denial of access to Downline organizations, Lists, the virtual office, any ForeverGreen websites or other restrictions. A Member placed on probation may appeal the probation using the same procedures for appealing a suspension.
 - d. Suspension.** Suspension is the temporary withdrawal of a Member's license to act as a Member. A Member and their ForeverGreen Business may be suspended for serious violations or breaches of the Contract, and a suspension may last for a period of days or months, depending on each circumstance. In the event of a suspension, a suspension letter will be sent to the Member. This notice will list actions the Member must take in order for ForeverGreen to revoke the suspension. These actions may include the immediate cessation of all violations; the submission of a written statement to ForeverGreen responding to the suspension; and such other action as may be necessary or requested by ForeverGreen. A Member who fails to respond to a suspension letter may be terminated. A Member may appeal a suspension in writing within the time period outlined in the suspension letter. Suspended Members are not eligible to receive compensation, earned or otherwise, from ForeverGreen or participate in any ForeverGreen functions or programs. ForeverGreen reserves the right to withhold compensation until the disciplinary process has been completed to ForeverGreen's satisfaction. Because suspended Members may not place product orders, they will not Qualify in the ForeverGreen Compensation Plan during their term of suspension. ForeverGreen may, at its absolute discretion, Qualify a ForeverGreen Business during the suspension and retain all the earned Commissions to offset Member-caused damages to ForeverGreen. Additional administrative processing fees may also be assessed (See item #11 Section 7)
 - e. Termination.** When a decision is made to protect ForeverGreen and other Members and/or customers by terminating a Member for cause, ForeverGreen will send notification by mail to the terminated Member at the most recent address on file. Upon receipt of notice from ForeverGreen, the Member shall immediately cease all Member activities and return all Lists to ForeverGreen. Notice will be deemed received upon delivery, but no later than ten (10) days after mailing.

- 5. Disciplinary Termination.** A Member may be terminated by ForeverGreen for cause. A Member agrees that ForeverGreen has the right to take quick and decisive action in limiting or terminating a Member that is found in violation of the Contract or any state or federal laws, statutes, and/or regulations that pertain to the ForeverGreen Business. ForeverGreen also reserves the right to pursue reasonable legal recourse for any such violations, as well as reimbursement from the Member for any expenses arising from the violation, including court costs and attorneys' fees. Any Member who is terminated under this clause must perform the acts described in the Contract regarding the surrender or destruction of any and all Lists and/or other intellectual property owned by ForeverGreen; additionally, terminated Members are reminded that the terms of confidentiality in this Contract survive a Member's termination.
- 6. Appeal of Termination.** A Member who has been terminated involuntarily may appeal the termination by submitting a written explanation, including any extenuating or mitigating circumstances. The Member must submit the written appeal within the time period specified in the termination letter, but no later than ten (10) calendar days of receipt of notice of the termination. ForeverGreen will review any timely appeal and notify the Member of its decision. If the appeal is not received within the specified time period, the termination will be final.
- 7. Termination Results.** Whether a Member of a ForeverGreen Business is terminated through voluntary resignation or through involuntary termination by ForeverGreen, that Member's licenses, rights, and privileges are revoked and the Member is no longer entitled to sell ForeverGreen product, to sponsor other prospective Members, or represent himself/herself as an independent contractor or Member of ForeverGreen, or to receive Commission payments. Any Bonus Rollover amounts on a terminated account will be converted to account credits at the time of termination. In addition, a terminated Member loses all rights to the existing Downline and is no longer entitled to receive Commissions, awards, or any compensation whatsoever, already earned or otherwise, from ForeverGreen, nor is the Member entitled to any other claim for indemnification with regard to the loss of his or her customer base or any investments made. A Member also forfeits any rights to Lists. A terminated Member must immediately return all existing Lists to ForeverGreen including all other documents and materials made available to him or her. Involuntarily terminated ForeverGreen Membership positions are the exclusive property of ForeverGreen and may remain in the current ForeverGreen Downline position to be disposed of in a manner that reflects consideration and serves the best interests of ForeverGreen, as well as the interests of the Upline and Downline Members of the terminated ForeverGreen Business. A Member who has been terminated for cause may not reapply for a ForeverGreen Business for one year following the date of termination.

Section 9:
General Terms and Conditions

1. Member Consent. A Member hereby consents to ForeverGreen's use of the Member's image including, but not limited to: the Member's name, professional name(s), photographs, testimonials, likeness, title, positions, voice(s), biography, and any film footage, videotapes, audiotapes, recordings, articles, and interviews of the Member, in any form and medium whatsoever, when created in connection with any ForeverGreen product or opportunity, any events, promotions, and/or conventions to advertise, promote, and publicize ForeverGreen product or the ForeverGreen Business Opportunity. A Member may withdraw such consent by notifying ForeverGreen in writing and providing at least six (6) months advance notice before such withdrawal takes effect. In addition, a Member agrees that ForeverGreen may contact the Member by the provided telephone number, fax number, or E-mail address concerning his or her ForeverGreen Business and Member status during the term of this Contract. Members also acknowledge that they agree to accept electronic copies (fax, scans, reprints or other formats) as being the same as the original documents, and that documents, requests, and authorizations submitted electronically on behalf of the Member are explicitly deemed to have the same force in law as their manual signature. Members also consent to having various earnings reclaimed by the company from a Member's future earnings including, but not limited to: RMAs, fraud, credit card charge-backs, NSF check returns, Commissions paid erroneously, and/or disciplinary actions.

2. Policy Enforcement. ForeverGreen endeavors to enforce the Contract on a uniform and non-discriminatory basis. However, the failure of ForeverGreen to enforce any of the provisions of the Contract with one Member does not waive the right of ForeverGreen to enforce any such provision(s) with that same Member or any other Member.

3. Member Lists. ForeverGreen desires to protect its Members and ForeverGreen from inappropriate and unfair competition. Lists of Members and any customers, activity reports, Downline organizations, and other information regarding Members (hereinafter "Lists"), whether partial or complete, provided by or originating from ForeverGreen or any Member may not be reproduced in any way or in any part by a Member. The Lists are the confidential and proprietary property of ForeverGreen. ForeverGreen has derived, compiled, configured, and currently maintains Lists through the expenditure of significant time, computer programming and monetary resources. Lists, in present and future forms and as amended from time to time, constitute commercially advantageous proprietary assets and trade secrets of ForeverGreen, which Members agree to hold confidential. Lists shall not be disclosed by Members to any third party or used for any purpose other than in the performance of their obligations under the Contract and for the benefit of ForeverGreen and the Member's ForeverGreen Business. Lists are provided for the exclusive and limited use of the Members to facilitate the training, support, and service of the Member's Downline to further the Member's ForeverGreen Business.

To access ForeverGreen information, materials or Lists online or through other electronic means, a Member agrees to comply with all requirements designated for such access. Each Member agrees that the use of Lists within the intended scope constitutes a separate, exclusive license agreement between the Member and ForeverGreen. Lists remain, at all times, the exclusive property of ForeverGreen and must be returned to ForeverGreen immediately upon request. A Member who receives a List agrees to limit the use of said List to exclusively advance a Member's ForeverGreen Business; and to hold confidential and not disclose any List or portion thereof to any third party, including, but not limited to, other Members, competitors, and the general public.

Any unauthorized use or disclosure of Lists constitutes misuse, misappropriation, and a violation of the Contract and is acknowledged to cause irreparable harm to ForeverGreen. Members agree that upon any violation of this paragraph, the Member will stipulate to injunctive relief, enjoining such use under applicable national, state or local law, and retrieve and return to ForeverGreen all existing Lists previously provided to the Member, and that intended or unintended misuse of a List may be cause for termination of a Member's ForeverGreen Business, whether or not such misuse causes irreparable harm to ForeverGreen or one of its Members.

In addition, a Member agrees that the obligations under this section shall survive the termination of the Contract and that ForeverGreen reserves the right to pursue all appropriate remedies under applicable national, state or local laws to protect its rights to the Lists as proprietary and trade secrets of ForeverGreen. Any failure to pursue such remedies will not constitute a waiver of those rights. A Member agrees that, but for this agreement of confidentiality and non-disclosure, ForeverGreen would not provide the Lists to the Member. ForeverGreen reserves the right to restrict the nature and scope of such information at its sole discretion.

- 4. Member Gifts to ForeverGreen Employees.** ForeverGreen employees are dedicated professionals committed to the success of Members. ForeverGreen employees endeavor to treat all Members with respect and fairness, consequently, ForeverGreen employees may not accept any cash gifts from a Member. ForeverGreen employees appreciate the kindness of Members and may accept small tokens or gifts of appreciation valued at fifteen (\$15.00) USD or less, upon notifying and receiving approval from their department supervisor.
- 5. ForeverGreen Employees.** ForeverGreen employees are responsible to support and assist Members, to avoid conflicts of interest, and to further a Member's respect of the confidentiality and neutrality of all ForeverGreen employees. A Member shall not solicit or Sponsor ForeverGreen employees or members of the employee's household to become Members or otherwise grant an employee any beneficial interest in any Member's ForeverGreen Business. To ensure the integrity of the ForeverGreen Business Opportunity, during the term of their employment and according to contract, no ForeverGreen corporate officer, director, employee, product supplier, agent, representative, or consultant or any member of their household is allowed to become a Member, have a beneficial interest in any ForeverGreen Business or build a Downline within ForeverGreen or any other network marketing or direct selling company without the express written consent of the President of ForeverGreen.
- 6. Vendor Confidentiality.** ForeverGreen's relationships with its vendors and suppliers are confidential and exclude ForeverGreen Members. Consequently, a Member shall not contact or communicate, directly or indirectly, in any way with any ForeverGreen vendor or supplier, except at specific ForeverGreen events the vendor or supplier may attend.
- 7. Non-Circumvention.** A Member warrants that by entering into this Contract, the Member does not violate any other agreements the Member has entered into with a third party, and further, that the Member has not entered into any agreement or contract that may invoke a non-competition restriction by any employer or direct selling company that will restrict or prevent the Member from performing the Member's duties hereunder, and that the Member has no existing contractual or fiduciary duties that would prevent the Member from receiving the benefits of, and performing the duties of, this Contract.

- 8. Amendment/Acceptance.** ForeverGreen may amend the Contract, which encompasses the Member Application with its Terms and Conditions, the Policies & Procedures and the ForeverGreen Compensation Plan, at any time, at its discretion, and such changes shall be effective and binding thirty (30) days after appearance on the ForeverGreen corporate website or in an official ForeverGreen publication, or upon acceptance of any Commission payment or placing of any product order. A Member's continuation of a ForeverGreen Business and/or acceptance of any earnings pursuant to the ForeverGreen Compensation Plan or acceptance of any other benefits under the Contract constitutes acceptance of the Contract in its entirety along with any and all amendments thereto.
- 9. Limitation of Liability.** Regardless of the form of claim, whether in tort, contract, or other, ForeverGreen and its officers, employees, and agents shall not be liable for any consequential, incidental, special, or punitive damages, including lost profits, for any claims by a Member. No legal action may be brought by either party to the Contract more than one (1) year after the event giving rise to the cause of action has occurred.
- 10. Arbitration, Governing Law and Jurisdiction.** This Contract shall be governed by the law of the State of Utah, as that law applies to contracts made and performed wholly within the State of Utah. ForeverGreen and the Member who enter into this Contract irrevocably consent to settle any suit, action or proceeding arising out of, or relating to, the Contract by binding arbitration in the State of Utah using the rules of the American Arbitration Association under the jurisdiction of the courts of the State of Utah and of any federal courts in the State of Utah. Each party having a concern shall first give notice of the offense and allow at least thirty (30) days for the other party to cure. In the event of dispute, the prevailing party shall be reimbursed attorneys' fees and reasonable travel and accommodation expenses by the other party.
- 11. Severability.** In the event that any section or subsection of the Contract shall be found invalid or unenforceable, it shall be deemed to be removed from this Contract, and shall have no impact upon the validity or enforceability of any other section.

Appendix A
ForeverGreen International , LLC
MEMBER APPLICATION TERMS AND CONDITIONS
Effective August 10, 2007

Membership Application Fee Payment. I understand a \$19.95 USD Member Application Fee (plus tax, if applicable) is my only financial requirement to become a ForeverGreen International Member. My purchase of the ForeverGreen Membership entitles me to a ForeverGreen personalized website. I understand there are no commissionable products associated with the Membership Fee and it is my option to purchase or to not purchase products in connection with becoming a ForeverGreen Member. In addition, I understand there will be a yearly renewal process required to continue as a ForeverGreen Member, beginning 12 months after my date of enrollment.

Contract Terms and Conditions. I have read and agree to be legally bound by this ForeverGreen Contract, which includes the Terms and Conditions of this Member Application, the ForeverGreen Policies and Procedures and the ForeverGreen Compensation Plan, (hereinafter, the “Contract”). I have read and understand that I have the right to cancel my Membership at any time and for any reason by submitting written notice by facsimile, E-mail or mail to ForeverGreen.

1. I am legally competent to enter into a contract in the jurisdiction in which I reside, and I willingly enter into this Contract consisting of the Terms and Conditions of this legally binding document, the ForeverGreen Policies and Procedures and the ForeverGreen Compensation Plan, which by reference are all fully incorporated in this Contract.
2. I will become a ForeverGreen International, LLC. (hereinafter “ForeverGreen”) independent contractor/distributor (hereinafter “Member”) upon acceptance of this signed Contract by ForeverGreen and I will, at that time, have the right to purchase ForeverGreen products directly from ForeverGreen according to ForeverGreen’s Policies and Procedures. This Application may only be deemed accepted by ForeverGreen by an officially authorized employee of ForeverGreen. ForeverGreen, at its sole discretion, may reject this Application, without disclosing any reason therefore. If this Application is not accepted or approved, I release ForeverGreen and its officers, directors, agents, advisors, and employees from any and all liability incurred by me or by any other person. I waive any associated claim(s) that might be asserted in my interest.
3. I understand that no purchases are necessary to become a ForeverGreen Member other than the purchase of a non-refundable Member Kit that contains promotional and sales information about ForeverGreen and its products. An annual non-refundable renewal fee is required upon my anniversary with ForeverGreen to maintain my Member status. I am responsible for renewing my Membership each year, and acknowledge that ForeverGreen has no obligation to notify me of my Membership expiring, or the date of termination of my Membership due to expiration.
4. If I wish to terminate this Contract, I will deliver written notification of my intent to terminate to ForeverGreen at the following address:
ForeverGreen International
Attention: Compliance
972 North 1430 West
Orem, UT 84057

5. My voluntary termination will be effective as of the date such notice is received by ForeverGreen. I understand that I may resign at any time for any reason.
6. As a Member, I am an independent contractor and am NOT an employee, partner, agent, franchisee, or legal representative of ForeverGreen. I agree that I am solely responsible for my compliance with any and all laws or regulations related to my activities and status in any jurisdiction exercising authority over me including, but not limited to, the duty to license my business and to collect and pay sales or use tax on sales and on products I consume. I will obey any and all federal and local laws, statutes, and regulations applicable to my business and me.
7. Although ForeverGreen or any of its affiliated entities may assist me in becoming aware of applicable laws, rules and regulations, the sole responsibility to conduct my ForeverGreen Business lawfully in any jurisdiction rests with me. Therefore, I release ForeverGreen and any of its affiliated entities and their officers, directors, agents, and employees from all liability for any of my actions or omissions. I also waive any claims or causes of action which I (or others acting in my interest) may assert regarding my status or conduct as a Member of ForeverGreen. I agree to indemnify and hold harmless ForeverGreen and any of its affiliated organizations for any claim, action, or liability asserted arising out of my actions, omissions, or representations in sponsoring or conducting any activities under my business.
8. I understand that only Members in good standing (as such status is determined by the Company) may act as Enrollers and Sponsors. I understand that I am responsible for training and supporting any Member that I enroll or sponsor to be a Member of ForeverGreen. I will perform bona fide supervisory, recruitment, training, advertising, sales and marketing functions in connection with the sale of Company products.
9. I understand and agree that compensation from ForeverGreen as established by the ForeverGreen Compensation Program (hereinafter "Plan") is solely related to the sale of products derived from in-person sales, solicitations, or orders from end consumers. I am entitled to receive Member benefits and opportunities offered to a Member through the Plan, provided I maintain a ForeverGreen Business that operates in compliance with the Contract. I agree to abide by the Contract established by ForeverGreen's Policies and Procedures and as modified from time to time and posted at www.forevergreen.org. I understand that it is my duty to check the indicated website periodically and review the then current policies, and that I accept any new terms by one of the following:
 - 1) Placing an order,
 - 2) Accepting any Commission payment,
 - 3) By not resigning my Membership within 30 days of any amendment or addition of any terms of the Contract.
10. I agree that I may not alter, use as a component in any other product, repackage, re-label, affix additional labels of information or otherwise change any Company product, nor will I sell any such product under any other name.
11. I understand and agree that I may not convey, assign, sell or otherwise transfer any rights arising under this Contract or my relationship with ForeverGreen without the prior written consent of ForeverGreen. However, ForeverGreen may assign the Contract without my permission.

12. I agree not to use proprietary trade names, trademarks, domain names or other property of ForeverGreen without the prior written consent of ForeverGreen.
13. I agree that any websites used to conduct my ForeverGreen Business shall conform to the ForeverGreen policies and specifications as described in the Contract and its appendix or errata as published in the future, or any specific guidance given by the Company.
14. I will make no claims of therapeutic or curative properties regarding ForeverGreen products or claims involving the Plan that are NOT contained in official Company literature produced and distributed by ForeverGreen.
15. I agree that I may not create or hold a beneficial interest in additional Company Member business(es) beyond the indirect benefits that are derived from enrolling, sponsoring and Downline sales volumes. I understand and agree that compensation from my individual product purchases and sales may be paid to my Enroller(s) and Sponsor(s) and other Company Member(s) Upline from my purchasing activity, according to the rules of the ForeverGreen Compensation Plan.
16. I agree that ForeverGreen and its affiliated entities have proprietary rights to its Members and lists of Member names. I will not use any Company Member lists or other Company contacts to promote the sale or use of any products, programs, or services other than those offered through ForeverGreen. I will surrender all such lists to the Company upon the Termination of my Membership.
17. In the event I choose to purchase Company products on my credit card or banking debit card, my signature (including my electronic signature) on this Contract hereby constitutes my authorization to process any order I place to those accounts and to use this signed Contract as my "signature on file". I understand that any cancellation of an order placed by me shall be made within three (3) business days of the placement of a particular order or ten (10) business days for cancellation of an AutoShip order, however, all shipping, handling and restocking charges incurred will be paid by me.
18. Other than this Contract, no other promises, representations, guarantees or agreements of any kind shall be valid unless in writing and signed by both me and an authorized officer of ForeverGreen. If any provision of this Contract is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected.
19. I agree that regardless of the form of claim, whether in tort, contract or other, ForeverGreen, its subsidiaries, affiliated companies, assigns and successors and their officers, directors, employees and agents shall NOT be liable for any consequential, incidental, special, or punitive damages, including lost profits or any other claims against ForeverGreen. No legal action may be brought by either party to this Contract more than one (1) year after the event giving rise to the cause of action has occurred.
20. I certify the accuracy of all information provided by me in this Contract and agree that the providing of false or misleading information authorizes ForeverGreen, at its election, to declare this Contract void from its inception, and the Company may seek recovery of any and all monies paid to me under the Compensation Plan prior to the novation of the Contract.
21. ForeverGreen agrees to manufacture and supply quality products under the Terms and Conditions of the ForeverGreen Contract and to pay Commissions according to the Plan.

22. This Contract shall be governed under the laws of the State of Utah. Any controversy or claim arising out of this Contract, whether during or after its term, will be settled by binding arbitration in the state of Utah using the rules of the American Arbitration Association. Jurisdiction and venue shall be Utah County, Utah. Each party having a concern shall first give notice of the offense and allow at least thirty (30) days for the other party to cure. In the event of a dispute, the prevailing party shall be reimbursed its costs and attorneys' fees.

APPENDIX B
ForeverGreen COMPENSATION PLAN
Effective January 1, 2008

Appendix B is part of, and incorporated into, the ForeverGreen Contract. The ForeverGreen Compensation Plan (also known as the "Plan") is the means by which ForeverGreen Members are compensated on Downline product purchases and product sales activity. The Plan consists of Personal Rebates, the JumpStart Program, FastStart and Unilevel Commissions, Leadership Pool, RainMaker Pool and the CarBonus Program. The Plan is intended to reward and incentivize our hard-working Members for sharing the ForeverGreen opportunity and ForeverGreen products. The Plan may change as circumstances dictate and at the sole discretion of ForeverGreen. Members should review the Plan periodically to make sure they understand the Plan and are making the best use of the Plan as they build their Member Business. If after reviewing this Plan, and its associated diagrams/tables, if a Member still has questions, they should contact their Upline Sponsor or Enroller for clarification. Members may also contact the Company with any questions.

SECTION 1:
DEFINITIONS

In addition to the definitions contained in the main body of the Contract, Policies and Procedures, and Appendix A (The Membership Application), which all are herein incorporated by reference, the following terms describe and help define the ForeverGreen Compensation Plan.

Commissionable Volume (CV). Commissionable Volume is the point value attributed to the sales of product. CV is generated when Members and Customers purchase ForeverGreen products. Commission calculations are based on the CV accumulated by Members and Customers during a Volume period according to the ForeverGreen Compensation Plan. There is no CV on ForeverGreen promotional materials or on the Member Kit or shipping and handling fees or any other fees paid by a Member or any customer.

Compression (or Standard Compression). Standard Compression is the temporary combination of all Members' Non-Qualifying Volume (less than 100 QV during the Volume Month) to the first Qualified Member that forms a Qualified Level. The Qualified Level then generates the Unilevel Commissions to be paid to Qualified Upline Members.

Dynamic Compression. When a Member is qualified at the Rank of Learning or higher, the Member receives an extended Unilevel bonus payment on all Sponsor Downline Qualified Levels beyond those specifically guaranteed in the Unilevel plan, unless the Downline Leg has a Member of equal or higher Rank. For example, while a Member attaining the Rank of Learning qualifying for the 7% Unilevel Commission, receives two guaranteed levels of Unilevel Commissions with the second level being paid at 7%, for any CV under the Member's second level, the Member continues to receive 7% Commissions unless there is another Downline Member in that Leg who is qualified at the Rank of Learning or higher which may block Dynamic Compression on the rest of that particular Leg. Likewise, a Member attaining the Rank of Determined, and qualifying for the 5% Unilevel Commission, receives three (3) guaranteed levels of Unilevel Commissions with the third Level being paid at 5%, and continues to receive Commissions past the 3rd Level until there is another Downline Member who attains the Rank of Determined or higher who may block Dynamic Compression on the rest of that particular Leg. In addition, if the Leg has no Member attaining a rank of Determined or Learning, the Determined will receive 5% on all CV from that particular Leg.

FastStart Business Builder Rebate. A rebate generated on new Member individual orders of 400 points or more during the FastStart period. This rebate is equal to 25% of the eligible CV on the order, and is paid to the new Member on the FastStart check for the period in which the purchase is paid for. The first 28 days of a membership, beginning with the date of enrollment. All CV purchased by a new Member during this time period is paid thru the weekly Commission programs.

FastStart Period. The first 28 days of a membership, beginning with the date of enrollment. All CV purchased by a new Member during this time period is paid thru the weekly commission programs.

Leadership Pool Bonus. A bonus pool that rewards leaders who have achieved the Rank of Successful or higher. Share value is determined based on the total number of shares awarded each Volume Month, and Leadership Pool shares are paid with the monthly Unilevel Commissions.

Organizational Volume (OV). The sum of QV generated by a Member's complete Downline and the Member's own PV.

Personal Volume (PV). The point value attributed to a particular ForeverGreen Member based on the sum of the QV from their own personal product purchases and their Retail Customers' purchases within a given Volume Period.

Qualifying Volume (QV) The point value associated with each individual product order for the purpose of determining qualifications in the ForeverGreen Compensation Plan. There is no QV on ForeverGreen promotional materials, the Member Kit, shipping and handling fees, or any other fees paid by a Member or Retail Customer.

Volume Week. A period of time from Monday, at 12:00 am Central Time through the end of the following Sunday, where product purchases are included for qualification in the Plan.

Volume Month. A period of time generally based on a calendar month where product purchases are included for qualification in the Plan. The Volume month always closes on the last day of the calendar month unless otherwise permitted by ForeverGreen.

Qualified. A member who has met the various requirements contained in the Plan to be eligible for payment of a given Commission or Bonus. Each element of the Plan describes the Qualification requirements for that program.

Qualified Level. A group of downline Members that collectively produce a valid level for payout under the Plan. See Compression.

Qualifying Volume Period. A period of time as defined by ForeverGreen for the purpose of determining qualification in any part of the Plan or other incentives and promotions. The most common periods are Weekly (for FastStart and JumpStart) and Monthly (for Unilevel, Matching, Leadership Pool, Rainmaker Pool, CarBonus, and Personal Rebate). All periods are based upon the Central Time zone.

Rank. Ranks are a measure of the success achieved in building a ForeverGreen Business. Following are the Rank minimum requirements. These requirements must be met in any Monthly Qualifying Volume Period to achieve the Paid Rank used to determine Commissions and bonuses in the ForeverGreen Compensation Plan.

(1) Member

Minimum QV Requirement: 100
Structure Requirements: None

(2) Learning

Minimum QV Requirement: 100
Structure Requirement: 1000 OV (Organizational Volume) and three (3) Legs with at least 100 Leg OV each.

(3) Determined

Minimum QV Requirement: 100
Structure Requirement: Two (2) Legs each with at least 1,000 Leg OV each and one (1) Leg with at least 100 Leg OV

(4) Successful

Minimum QV Requirement: 100
Structure Requirement: Two (2) Legs each with at least 2,500 Leg OV each and one (1) Leg with at least 1,000 Leg OV

(5) Part-Time

Minimum QV Requirement: 100
Structure Requirement: Two (2) Legs each with at least 6,000 Leg OV each and one (1) Leg with at least 2,500 Leg OV

(6) Full-Time

Minimum QV Requirement: 100
Structure Requirement: Two (2) Legs each with at least 15,000 Leg OV each and one (1) Leg with at least 6,000 Leg OV

(7) Free

Minimum QV Requirement: 100

Structure Requirement: Four (4) Legs each with at least 15,000 Leg OV each

(8) Rainmaker

Minimum QV: 100

Structure Requirement: Four (4) Legs with at least one qualified Full Time Member in each Leg

**SECTION 2:
CUSTOMER PURCHASE PROGRAM**

A. Retail Customer Program. A Retail Customer is an end consumer that purchases ForeverGreen product without any further obligations or benefits, other than the ForeverGreen product they purchase. Retail Customers may purchase ForeverGreen product from any ForeverGreen Member or directly from ForeverGreen by calling 801-655-5500 or at the online website. Retail Customers are not eligible to receive ForeverGreen Commissions. The Enroller and Sponsor for a Retail Customer must be the same ForeverGreen Member. Retail Customer product purchases generate PV for their Enroller/Sponsor. When the Retail Customer has and uses the Enroller/Sponsor ID in placing a retail order, the Enroller/Sponsor receives the QV from the retail order towards their own Personal Volume requirements and may receive Retail Profits with the next monthly Commission check. Qualified Up-line Members may receive Commissions generated by Retail Customer purchasing activity.

**SECTION 3:
COMMISSION PAYMENTS**

The ForeverGreen Compensation Plan. Members may earn Retail Profits, Personal Rebates, Jump-Start Enroller Bonuses, FastStart Commissions, FastStart Builder Rebates, Unilevel Commissions, Leadership Pool Commissions, CarBonus and any other incentives as ForeverGreen may publish from time to time. To qualify for these earnings under the ForeverGreen Compensation Plan, a Member must, among other requirements, be in good standing and be considered an active Member. The weekly Commissions qualifying period begins on Monday and ends on Sunday. Weekly checks are processed the following Friday. Monthly checks are usually processed on or before the 15th day of the month and sent to Members shortly thereafter. It is a Member's responsibility to review his/her Commissions statements and report any discrepancies to Member Support within 20 days of receipt.

Discrepancies not reported in this time frame will be ineligible for review. ForeverGreen maintains consistent Qualifying Volume (QV) amounts in its Compensation Plan worldwide to ensure qualifications for Rank and other eligibility issues. This maintains stability and consistency for our Members worldwide as they build an international business. ForeverGreen is also sensitive to each market, and the differing costs of living around the world. ForeverGreen's vision is to make available, to as many people as possible, its exclusive and life-changing products. This vision is accomplished by adjusting the Commissionable Volume (CV) used to calculate a Member's Commissions in different international markets. By having a lower CV than QV in some international markets, the price of ForeverGreen's exclusive products is also lowered, allowing for costs of living differences, while keeping global Qualification values.

Account Service Fees. ForeverGreen assesses an account service fee to offset the Commission and accounting processing costs. The minimum fee is \$2.50 USD fee for FastStart/JumpStart earnings of \$20.00 USD or greater. Unilevel and FastStart/JumpStart earnings of less than \$20.00 will not be sent, but will be aggregated with subsequent Commissions and will be paid once the aggregated amount reaches \$20.00 USD or greater. This process is referred to as Bonus Rollover. Bonus Rollover for weekly and monthly Commissions are calculated separately, and are not combined to reach the \$20.00 minimum. Unilevel accounting service fees are based on a Member's Rank as such: Member and Learning at \$2.50 USD; Determined at \$5.00 USD, Successful at \$10.00 USD; Part-Time at \$20.00 USD; Full-time at \$30.00 USD; Free at \$40.00 USD and Rainmaker at \$50.00 USD.

FastStart Commissions. FastStart Commissions are provided to those Members that are actively working the ForeverGreen Business by sharing the product and enrolling new Members in the ForeverGreen business. The ForeverGreen FastStart program pays weekly FastStart Commissions on all new Member product purchases during their first 28 days in the company, beginning with the day they join. Volume generated by Retail Customers of a new Member who purchase product during the new Members FastStart period are included in FastStart Commissions. Each weekly period begins on Monday and ends on Sunday. The commissions for the week ending on Sunday are paid the following Friday.

To qualify for weekly FastStart Commissions, Enrollers must accumulate at least 50 QV during the Volume Month in which the Weekly Qualifying Period ends, including first day of the Volume Month thru the last day of the week being paid OR accumulate 50 QV or more in the previous Volume Month. The QV may be personally purchased, or the result of Retail Customer purchases.

FastStart Commissions are paid to the Qualified Enroller upline as follows:

- 1) 25% of the CV to the Enroller;
- 2) 12% of the CV to the Enroller's Enroller;
- 3) 8% of the CV to the Enroller's second Upline Enroller;
- 4) 5% of the CV to the Enroller's third Upline Enroller;
- 5) 4% of the CV to the nearest Upline Enroller with the Rank of Successful or any higher Rank;
- 6) 3% of the CV to the nearest Upline Enroller with the Rank of Part-Time or any higher rank;
- 7) 3% of the CV to the nearest Upline Enroller with the Rank of Full-Time or any higher rank.

If an Enroller is not qualified for earnings in the FastStart bonus program, the next upline Enroller becomes eligible for that Commission. An Upline Enroller may not be paid two (2) different FastStart Commission amounts on the same FastStart Volume (i.e., an Upline Enroller cannot earn the 25% and 4%.)

ForeverGreen encourages all Members to review the current Compensation Plan and purchase as needed to maintain the qualifications for the bonuses they wish to be eligible for. It is generally a good practice to purchase Qualifying Product at least once a month.

FastStart Business Builders Rebate. A 25% Business Builders Rebate is paid to a new Member that has 400 PV or higher total on any single order while in their FastStart period. Whenever FastStart Business Builder Rebates are paid, one-half of the original Commissionable Volume (CV) then generates a payment in the FastStart Commissions. For example: While in the FastStart period, a new Member purchases 500 PV/CV on a single order resulting in \$125.00 USD as a FastStart Business Builder Rebate paid to the Member. One half the total of 500 CV (250 CV) will generate FastStart Commissions to the qualified Enroller Upline.

JumpStart Program. JumpStart Overrides are paid to Qualified Enrollers participating in the JumpStart Program. This Override is generated by purchases of Electrifiire and designated JumpStart Packs, and is paid weekly along with FastStart earnings. The weekly period runs the same as the FastStart weekly period: Each week begins on Monday and ends on Sunday, and JumpStart Overrides are paid the following Friday. JumpStart Qualified Enrollers may earn a JumpStart Override from their personally enrolled Members who make JumpStart purchases during the Weekly Volume Period. To qualify for JumpStart Overrides, the Enroller must:

1. Accumulate at least 50 QV during the Volume Month in which the Weekly Qualifying Period ends, including the first day of the Volume Month through the last day of the week being paid OR accumulating 50 QV or more in the previous Volume Month. The QV may be personally purchased or the result of Retail Customer purchases.
2. Personally purchase any Electrifiire or JumpStart pack during the Volume Month in which the Weekly Qualifying Period ends, including the first day of the Volume month through the last day of the week being paid OR having personally purchased any Electrifiire or JumpStart pack in the previous Volume Month. The QV generated by this purchase may be counted towards the 50 QV qualification as noted above.
3. Maintain a Monthly Autoship including any Electrifiire or JumpStart pack. If the Autoship is cancelled or if all Electrifiire and JumpStart packs are removed from the Autoship, the qualification to earn JumpStart Overrides is immediately terminated.

A Member meeting these qualifications will be designated as “JumpStart Qualified” and their Distributor Status will be moved to “J”. When these qualifications are no longer met, the Distributor Status will be moved back to “D”. In the event that the personal Enroller of a Member purchasing any Electrifiire or JumpStart Pack is not JumpStart Qualified themselves, the Override will be paid to the first upline JumpStart Qualified Enroller.

Personal Rebate. A 25% Personal Rebate is paid to a Member that has 400 PV or higher in a Volume Month, after their FastStart period has ended. Whenever Personal Rebates are paid, one-half of the original Commissionable Volume (CV) then generates Commissions through Unilevel Commissions. For example: A Member accumulates 500 PV/CV during the Volume Month resulting in \$125.00 USD as a Personal Rebate back to the Member. One half the total of 500 CV (250 CV) will generate Unilevel Commissions to the qualified Sponsorship Upline. The full CV amount is counted for the Leadership Pool. Personal Rebates are paid with the monthly Unilevel Commissions.

Unilevel Commissions. Unilevel Commissions are paid monthly and are based upon a combination of the Member’s qualified Rank for the Volume Month, the Member’s individual purchasing activity for the period, and the Downline’s Commissionable Volume for that Volume Month, excluding volume previously paid through the FastStart program and 50% of any volume that is paid as part of the 25% Personal Rebate. Standard Compression and Dynamic Compression applies to Unilevel Commissions. To qualify to earn the monthly 5% Unilevel Commission, a Member must accumulate at least 100 PV in the Volume Month. To qualify to earn the monthly 7% Unilevel Commission, a Member must accumulate 200 PV or more in the Volume Month. Members may only qualify for one of the two levels of payment in Unilevel. In addition, Rank qualifications for Unilevel and other Commissions are determined by Leg OV for the Volume Month. The exact calculation of Unilevel payout depth is determined by Paid Rank qualification. A member is paid at the Paid Rank which they qualify for each Volume Month, and for the payout plan (5 or 7%) based on their purchasing activity.

The Unilevel Commissions plan pays qualified Member Ranks as follows, based upon individual qualification to participate in either the 5% plan or the 7% plan:

(1) Member

5% Unilevel Commissions	7% Unilevel Commissions
5% on Level 1	7% on Level 1

(2) Learning

5% Unilevel Commissions	7% Unilevel Commissions
5% on Level 1	7% on Level 1
5% on Level 2	7% on Level 2

(3) Determined

5% Unilevel Commissions	7% Unilevel Commissions
5% on Level 1	7% on Level 1
5% on Level 2	7% on Level 2
5% on Level 3	7% on Level 3

(4) Successful

5% Unilevel Commissions	7% Unilevel Commissions
5% on Level 1	7% on Level 1
5% on Level 2	7% on Level 2
5% on Level 3	7% on Level 3
5% on Level 4	7% on Level 4

(5) Part-Time

5% Unilevel Commissions	7% Unilevel Commissions
5% on Level 1	7% on Level 1
5% on Level 2	7% on Level 2
5% on Level 3	7% on Level 3
5% on Level 4	7% on Level 4
5% on Level 5	7% on Level 5

(6) Full-Time

5% Unilevel Commissions	7% Unilevel Commissions
5% on Level 1	7% on Level 1
5% on Level 2	7% on Level 2
5% on Level 3	7% on Level 3
5% on Level 4	7% on Level 4
5% on Level 5	7% on Level 5
5% on Level 6	7% on Level 6

(7) Free

5% Unilevel Commissions	7% Unilevel Commissions
5% on Level 1	7% on Level 1
5% on Level 2	7% on Level 2
5% on Level 3	7% on Level 3
5% on Level 4	7% on Level 4
5% on Level 5	7% on Level 5
5% on Level 6	7% on Level 6
5% on Level 7	7% on Level 7

(8) Rainmaker

5% Unilevel Commissions	7% Unilevel Commissions
5% on Level 1	7% on Level 1
5% on Level 2	7% on Level 2
5% on Level 3	7% on Level 3
5% on Level 4	7% on Level 4
5% on Level 5	7% on Level 5
5% on Level 6	7% on Level 6
5% on Level 7	7% on Level 7
1% on Level 8	1% on Level 8

Leadership Pool. Qualified Members are awarded shares of a monthly pool comprised of 10% of global CV. To be awarded shares in the Leadership Pool, a Member must attain the Rank of Successful or higher in the Volume Month and qualify for the 7% Unilevel Commission Plan. Additional shares may be earned for leaders in the Member's Downline organization who reach an equal or higher Rank in the same Volume month. Share value is determined by the total number of shares awarded each Volume Month, and Leadership Pool shares are paid with the monthly Unilevel Commissions.

Shares are awarded by Rank as follows:

- Members attaining the Rank of Successful in the Volume Month are awarded one (1) share. They are awarded one (1) additional share for each Leg that has at least one Member also attaining the Rank of Successful or higher in the Volume Month.
- Members attaining the Rank of Part Time are awarded three (3) shares. They are awarded three (3) additional shares for each Leg that has at least one Member also attaining the Rank of Part Time or higher in the Volume Month.
- Members attaining the Rank of Full Time in the Volume Month are awarded seven (7) shares. They are awarded ten (10) additional shares for the first Leg that has at least one Member also attaining the Rank of Full Time or higher and fourteen (14) shares for each subsequent Leg that has at least one Member also attaining a Rank of Full Time or higher in the Volume Month.
- Members attaining the Ranks of Free or Rainmaker in the Volume Month are awarded fourteen (14) shares. They are awarded ten (10) additional shares for the first Leg that has at least one Member also attaining the Rank of Full Time or higher and fourteen (14) shares for each subsequent Leg that has at least one Member also attaining the Rank of Full Time or higher in the Volume Month.

Rainmaker Pool. Qualified Members participate in a monthly pool comprised of 2% of global CV, excluding FastStart Volume). To participate in the Rainmaker Pool, a Member must attain the Rank of Rainmaker in the Volume Month and qualify for the 7% Unilevel Commission plan. The pool is paid out upon a pro-rata basis, and calculated on each Rainmakers OV, less their largest leg.

For example, if Rainmaker A had an allowed OV of 200,000, and Rainmaker B had an allowed OV of 350,000, the pool would be disbursed as follows: Rainmaker A would receive $200,000/550,000$, or 36.4% and Rainmaker B would receive $350,000/550,000$ or 63.6% of the pool total.

CarBonus. Qualified Members can earn a CarBonus that is paid with the monthly Unilevel Commissions. Qualification requires a Paid Rank as indicated below, and participation in the 7% Unilevel Commission program. For Members that achieve the Paid Rank of Full Time, the CarBonus will pay \$500, for Members that achieve the Paid Rank of Free, the CarBonus will pay \$750, for Members

achieving the Paid Rank of Rainmaker, the Car Bonus will pay \$1,000. The CarBonus is funded from, and is a portion of the Leadership Pool.

In order to redeem this bonus, the Member must present ForeverGreen with a current executed lease or purchase agreement for their vehicle, and submit a high resolution digital photo of the Member with their new car. CarBonus will not be paid until eligible Members have submitted these items to ForeverGreen.

ForeverGreen reserves the right to make initial determination on the suitability of any given car for this promotion, as well as to review the suitability of cars from time to time for any Member receiving this promotional bonus.

APPENDIX C
ForeverGreen CANCELLATION NOTICE
Effective January 1, 2008

CANCELLATION NOTICE FOR ORDERS
OF \$25 OR MORE

Date of transaction _____
 You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS (3) from the date above.

If you cancel, any property traded in and/or any payments made by you under the contract or sale and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS (10) following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to (name of seller), at (address of seller's place of business), NOT LATER THAN MIDNIGHT ON THE NIGHT OF

_____ (date)

I HEREBY CANCEL THIS TRANSACTION.

Date _____

APPENDIX D
ForeverGreen RETAIL SALES RECEIPT
Effective January 1, 2008

FOREVERGREEN  **US Retail Sales Receipt**
 HEALTH, KINDNESS, OPPORTUNITY

Member Name and Address	972 North 1430 West Orem, Utah 84057 Phone: 1-801-655-5500 Fax: 1-801-655-5505
	Member Phone

Method of Payment: _____

S
O
L
D
T
O
Customer Name: _____

Postal Address: _____

Phone Number: _____ Date: _____

Item#	Description	Qty	Unit Price	Total
Total				

I want to order the goods indicated above from my ForeverGreen Member, and I agree to pay the total price due.

Customer Signature: _____

Forevergreen Member Name: _____

Address: _____

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction, as mandated by the Federal Trade Commission. However, as a valued customer, you have greater rights under the ForeverGreen Retail Customer Guarantee. Please see the reverse side of this Retail Sales Receipt for complete details.

ForeverGreen Retail Customer Guarantee—If, for any reason, a ForeverGreen product is not satisfactory, return the unused portion within 30 days of the original purchase to your Independent Member, with a written explanation of your dissatisfaction of such products, along with proof of purchase, for either a one-time exchange OR for a full refund. A repurchase of a ForeverGreen product will establish your satisfaction with previous purchases of that product.

©2007 ForeverGreen International NAVR1-071007

COMPENSATION PLAN



Weekly Bonus

20% JumpStart Enroller Bonus

You will earn **20% EVERY TIME** a personally enrolled Member purchases an ElectriFire or JumpStart Pack!

This bonus is **UNLIMITED!** Enroll as many people as you want.

20% JumpStart Enroller Bonus is only paid on JumpStart Packs and ElectriFire.

Simply maintain a minimum of 50 QV and include an ElectriFire or JumpStart Pack in your monthly Autoship to ensure your qualification.

FastStart Bonus

Enroller Tree	Full Time or higher	3 %	50 QV Qualifies you
	Part Time or higher	3 %	
	Successful or higher	4 %	
	To next upline Enroller	5 %	
	To next upline Enroller	8 %	
	To next upline Enroller	12 %	
	To Personal Enroller	25 %	
New Member Purchase (First 28 days)			

25% Builder Rebate!

During the first 28 days of your business, you will INSTANTLY qualify for a personal rebate of 25% on all single orders of 400 QV or more. The remaining 50% of volume is paid as FastStart Bonuses. Rebate paid weekly on CV amounts.

Action Steps to JumpStart Your Income

1. Get on JumpStart Program
2. Set up JumpStart Autoship
3. Start enrolling and earning

Work this week, get paid next FRIDAY!

All Weekly Commission Bonuses are based on sales from Monday through Sunday, paid the following FRIDAY!

Monthly Unilevel Bonus

Built with standard and dynamic compression to maximize your income potential

Rank	Member	Learning	Determined	Successful	Part Time	Full Time	Free	Rainmaker
Leg Requirement		3 Legs with 100 OV each, with a total of 1,000 OV	2 Legs with 1,000 OV each and 1 Leg with 100 OV	2 Legs with 2,500 OV each and 1 Leg with 1,000 OV	2 Legs with 6,000 OV each and 1 Leg with 2,000 OV	2 Legs of 15,000 OV each and 1 Leg with 6,000 OV	4 Legs with 15,000 OV each	4 Full Time Legs
Personal QV	100 200	100 200	100 200	100 200	100 200	100 200	100 200	100 200
1st Active Level	5% 7%	5% 7%	5% 7%	5% 7%	5% 7%	5% 7%	5% 7%	5% 7%
2nd Active Level		5% 7%	5% 7%	5% 7%	5% 7%	5% 7%	5% 7%	5% 7%
3rd Active Level			5% 7%	5% 7%	5% 7%	5% 7%	5% 7%	5% 7%
4th Active Level				5% 7%	5% 7%	5% 7%	5% 7%	5% 7%
5th Active Level					5% 7%	5% 7%	5% 7%	5% 7%
6th Active Level						5% 7%	5% 7%	5% 7%
7th Active Level							5% 7%	5% 7%
8th Active Level								1% 1%

Standard & Dynamic Compression

10% Monthly Worldwide Leadership Pool *

Personal share you earn per rank

1 3 7 14 14

1st Leg/ Shares earned for additional qualified leg

1/1 3/3 10/14 10/14 10/14

Car Bonus *

Car Bonus is funded as a portion of the 10% Worldwide Leadership Pool.

\$500 **\$750** **\$1000**

2% Rainmaker Pool *

Shares will be distributed pro rata based on total OV excluding the largest leg volume.

Pro rata

25% Personal Rebate!

After your first 28 days, continue to earn a personal rebate of 25% by purchasing 400 QV or more each month. This personal rebate is paid monthly on your total CV amount. 50% of volume is paid to monthly Unilevel Commissions.

Dynamic Compression—Pays infinitely deep beneath your lowest qualified compressed level, until another Member in your organization reaches the same rank or higher.

Standard Compression—Any volume less than 100 QV will (standard) compress to the first qualified Member.

CV = Commissionable Volume OV = Organizational Volume QV = Qualifying Volume Commissions are paid on CV amounts. CV amount may vary by country.

* To qualify, you must have 200 QV Personal Volume.

Effective date 07.08.2008



**ForeverGreen International
Policies and Procedures**

© 2008, ForeverGreen Interantional. All Rights Reserved.
Version 3.3/WW.07082008