

POLICIES & PROCEDURES

02-01-2017

1.0 INTRODUCTION

1.1 Mutual Commitment Statement;

Heart & Body Naturals, LLC, (hereafter as “HBN” and the “Company”) is a wholly owned subsidiary of Green Organics, LLC. Green Organics is the sole owner and licensor of all intellectual property rights utilized by “HBN”. In order to develop a long-term and mutually rewarding relationship with its Business Owners (“Consultants”) and Customers, Heart & Body Naturals, LLC/Green Organics, LLC and Consultants must acknowledge and respect the true nature of the relationship. Consultants agree to engage in a contract with Heart & Body Naturals, LLC, assigning all contract rights specified below to their parent company, Green Organics, LLC.

- A. In the spirit of mutual respect and understanding, HBN is committed to:
 - I. Provide prompt, professional, and courteous service and communications to all of its Consultants and Customers;
 - II. Provide the highest level of quality products, at fair and reasonable prices;
 - III. Exchange or refund the purchase price of any product, service or membership as provided in our Return Policy;
 - IV. Deliver orders promptly and accurately;
 - V. Pay commissions accurately and on a timely basis;
 - VI. Expedite orders or checks if an error or unreasonable delay occurs;
 - VII. Roll out new products with Consultants input and planning;
 - VIII. Implement changes in the Incentive Plan or Policies and Procedures that affect Consultants with input from Consultants;
 - IX. Support, protect, and defend the integrity of the HBN Opportunity;
 - X. Offer Consultants an opportunity to grow with HBN with such growth guided by the principles of Servant Leadership;
- B. In return, HBN expects that its Consultant will:
 - I. Conduct in a professional, honest, and considerate manner;

- II. Present HBN Corporate and product information in an accurate and professional manner;
- III. Present the Incentive Plan and Return Policy in a complete and accurate manner;
- IV. Not make income claims;
- V. Make reasonable effort(s) to support and train Consultants and Customers in their business;
- VI. Not engage in cross-line recruiting, unhealthy competition, or unethical business practices;
- VII. Provide positive guidance and training to Consultants and Customers in their business while exercising caution to avoid interference with other organizations. As such, a Consultant is discouraged from providing cross-line training to a Consultant or Customer in a different organization without first obtaining consent of the Consultant's or Customer's upline leader;
- VIII. Support, protect, and defend the integrity of the HBN Incentive Plan;
- IX. Accurately complete and submit the Consultant Agreement and any requested supporting documentation in a timely manner;

1.2 HBN Policies and Income Opportunity Incorporated into the Consultant Agreement;

- A. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the HBN Consultant Agreement, these Policies and Procedures, and the HBN Incentive Plan.
- B. It is the responsibility of the Sponsoring Consultant to provide the most current version of these Policies and Procedures (available on the HBN website, www.HBNaturals.com, and the HBN Incentive Plan to each applicant prior to his, her and/or its execution of a Consultant Agreement.

1.3 Purpose of Policies;

- A. HBN is a direct sales company that markets products and services through a network of sales representatives. To clearly define the relationship that exists between Consultant and HBN, and to explicitly set a standard for acceptable business conduct, HBN has established these Policies and Procedures.
- B. HBN Consultants are required to comply with: (i) all of the Terms and Conditions set forth in the Consultant Agreement, which HBN may amend from time to time in its sole discretion; (ii) all federal, state, and/or local laws governing his, her and/or its HBN business; and (iii) these Policies and Procedures.
- C. HBN Consultants must review the information in these Policies and Procedures carefully. Should a Consultant have any questions regarding a policy or rule, the Consultant is encouraged to seek an

answer from their Sponsor or any other upline Consultant. If further clarification is needed the Consultant may contact HBN Customer Service.

1.4 Changes, Amendments, and Modifications;

A. Because federal, state, and local laws, as well as the business environment, periodically change, HBN reserves the right to amend the Agreement and the prices in its HBN Product Price List in its sole and absolute discretion. Notification of amendments shall appear in Official HBN Materials. This provision does NOT apply to the arbitration clause found in Section 13, which can only be modified via mutual consent.

B. Any such amendment, change, or modification shall be effective immediately upon notice by one of the following methods:

- I. Posting on the official HBN website;
- II. Electronic mail (e-mail); or
- III. In writing through the HBN newsletters or other HBN communication channels.

1.5 Delays;

HBN shall not be responsible for delays or failures in performance of its obligations when such failure is due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, transportation difficulties, customs, riot, war, fire, and/or weather, curtailment of a source of supply, or government decrees or orders.

1.6 Effective Date;

These Policies and Procedures shall become effective as of February 1, 2017, and, at such time, shall automatically supersede any prior Policies and Procedures (the “old Policies and Procedures”), and, on that date, the old Policies and Procedures shall cease to have any force or effect.

2.0 BASIC PRINCIPLES

2.1 Becoming a HBN Consultant;

- A. To become a Consultant, an applicant must comply with the following requirements:
- I. Be of the age of majority (not a minor) in his or her state of residence;
 - II. Reside or have a valid address in the United States or U.S. territory;
 - III. Have a valid taxpayer identification number (i.e., Social Security Number, Federal Tax ID Number, etc.);
 - IV. Submit a properly completed and signed Consultant Agreement to HBN;

2.2 New Consultant Registration;

A. A potential new Consultant may self-enroll on the Sponsor's website. In such event, instead of a physically signed Consultant Agreement, HBN will accept the web enrollment and Consultant Agreement by accepting the "Electronic signature" stating the new Consultant has accepted the Terms and Conditions of such Consultant Agreement. Please note that such electronic signature constitutes a legally binding agreement between the Consultant and HBN. HBN reserves the right to require signed paperwork for any account, regardless of origin.

B. If requested the signed Consultant Agreement must be received by HBN within fourteen (14) days of enrollment.

C. Signed documents, including, but not limited to, Consultant personal agreements, are legally binding contracts which must not be altered, tampered with or changed in any manner after they have been signed. False or misleading information, forged signatures or alterations to any document, including business registration forms, made after a document has been signed may lead to sanctions, up to and including involuntary termination of the Consultant's membership.

2.3 Rights Granted;

A. HBN hereby grants to the Consultant a non-exclusive right, based upon the Terms and Conditions contained in the Consultant Agreement and these Policies and Procedures, to:

- I. Purchase HBN products and services;
- II. Promote and sell HBN products and services; and
- III. Sponsor new Consultants and Customers in the United States and in countries where HBN may become established after the effective date of these Policies and Procedures.

2.4 Identification Numbers;

A. Each Consultant is required to provide his or her Social Security Number, or Federal Tax Identification Number, if located in the United States or any of its territories, to HBN on the Consultant Agreement. HBN reserves the right to withhold commission payments from any Consultant who fails to provide such information or who provides false information.

B. Upon enrollment, HBN will provide a HBN Identification Number to the Consultant. This number will be used to place orders, structure organizations, and track commissions and bonuses.

2.5 Renewals and Expiration of the Consultant Agreement;

A. If the Consultant allows his or her Consultant Agreement to become inactive or to be canceled, the Consultant will lose any and all rights to his, her or its downline organization at the close of the current calendar month.

B. If the former Consultant re-activates within the calendar month, the Consultant will resume the rank and position held immediately prior to the expiration of the Consultant Agreement. However, such Consultant's paid as level will not be restored unless he, she and/or an entity qualifies at that payout level in the new month. The Consultant is not eligible to receive commissions for the time period that the Consultant's account was inactive.

C. Any Consultant who was terminated is not eligible to re-apply for a HBN business for twelve (12) months following the termination of the Consultant Agreement.

D. Any Consultant whose account is inactive or lapsed for the 60-day grace period may re-apply for a HBN business with the sponsor of their choosing.

2.6 Business Entities;

A. A corporation, partnership, LLC, or trust (collectively referred to as a "Business Entity") may apply to be a HBN Consultant. This Consultant business and position will remain temporary until the proper documents are submitted. The Business Entity must submit one of the following documents: Certificate of Incorporation, Articles of Organization, Partnership Agreement or appropriate Trust documents. HBN must receive these documents within fourteen (14) days from the date the Consultant Agreement was signed.

B. A HBN Consultant may change their status under the same Sponsor from an individual to a partnership, LLC, corporation, trust or from one type of business entity to another.

2.7 Independent Business Relationship; Indemnification for Actions;

A. The HBN Consultant is an independent contractor, and not a purchaser of a franchise or business opportunity. Therefore, each Consultant's success depends on his or her independent efforts.

B. The Agreement between HBN and its Consultant does not create an employer/employee relationship, agency, partnership, or joint venture between HBN and the Consultant.

C. A HBN Consultant shall not be treated as an employee of HBN for any purposes, including, without limitation, for federal or state tax purposes. All Consultants are responsible for paying local, state, and federal taxes due from all compensation earned as a Consultant of HBN. Any other compensation received by Consultant from HBN will be governed by applicable U.S. tax laws (or the tax laws of any other applicable jurisdiction). The Consultant has no express or implied authority to bind HBN to any obligation or to make any commitments by or on behalf of HBN. Each Consultant, whether acting as management of a Business Entity or represented as an individual, shall establish his or her own goals, hours, and methods of operation and sale, so long as he or she complies with the Terms of the Consultant Agreement, these Policies and Procedures and applicable State, Federal and Provincial laws.

D. The HBN Consultant is fully responsible for all of his or her verbal and written communications made regarding HBN products, services, and the Income Opportunity that are not expressly contained within official HBN materials. Consultant shall indemnify and hold harmless HBN, its directors, officers,

employees, product suppliers and agents from any and against all liability including judgments, civil penalties, refunds, attorney fees and court costs incurred by HBN as a result of the Consultant's unauthorized representations or actions. This Provision shall survive the termination of the HBN Consultant Agreement.

2.8 Insurance;

A. Business Pursuits Coverage. HBN encourages Consultant to arrange insurance coverage for their business. A homeowner's insurance policy does not cover business related injuries, or the theft of, or damage to, inventory or business equipment. HBN Consultant need to contact their insurance agent to make certain their business property is protected. In most instances, this may be accomplished with a "Business Pursuit" endorsement to an existing homeowner's policy.

2.9 Errors or Questions;

A. If a Consultant has questions about, or believes any errors have been made regarding commissions, bonuses, business reports, orders, or charges, the Consultant must notify HBN in writing within thirty (30) days of the date of the error or incident in question. Any such errors, omissions or problems not reported within 30 days shall be deemed waived by the Consultant.

3.0 HBN'S CONSULTANT RESPONSIBILITIES

3.1 Correct Addresses;

- A. It is the responsibility of the Consultant or Customer to make sure HBN has the correct shipping address before any orders are shipped.
- B. A Consultant or Customer will need to allow up to thirty (30) days for processing after the notice of address change has been received by HBN.
- C. A Consultant or Customer may be assessed a \$20 fee for returned shipments due to an incorrect shipping address.

3.2 Training and Leadership;

- A. Any HBN Consultant who Sponsors another Consultant into HBN must perform an authentic assistance and training function to ensure his or her downline is properly operating his or her HBN business. Sponsoring Consultant should have ongoing contact and communication with the Consultant in their downline organizations. Examples of communication may include, but are not limited to, newsletters, written correspondence, telephone, contact, team calls, voice-mail, e-mail, personal meetings, accompaniment of downline Consultant to HBN meetings, training sessions and any other related functions.
- B. A Sponsoring HBN Consultant should monitor the Consultant in his or her downline organizations to ensure that downline Consultant do not make improper product or business claims, or

engage in any illegal or inappropriate conduct. Upon request, such Consultant should be able to provide documented evidence to HBN of his or her ongoing fulfillment of the responsibilities of a Sponsor.

C. Upline Consultant are encouraged to motivate and train new Consultant about HBN's products and services, effective sales techniques, the HBN Incentive Plan and compliance with company Policies and Procedures.

D. Selling product is a required activity in HBN and must be emphasized in all recruiting presentations.

E. We emphasize and encourage all Consultants to sell HBN's products to Customers.

F. Use of Sales Aids to promote both the products and the opportunity HBN offers, Consultants must use the sales aids and support materials produced by HBN. If HBN Consultant develop their own sales aids and promotional materials, which includes Internet advertising, notwithstanding Consultant's good intentions, they may unintentionally violate any number of statutes or regulations affecting the HBN business. These violations, although they may be relatively few in numbers, could jeopardize the HBN opportunity for all Consultants. Accordingly, Consultant must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Company for Company's approval prior to use. Unless the Consultant receives specific written approval to use the material, the request shall be deemed denied. All Consultants shall safeguard and promote the good reputation of HBN and its products. The marketing and promotion of HBN, the HBN opportunity, the Income Opportunity, and HBN products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices.

3.3 Constructive Criticism; Ethics;

A. HBN desires to provide its independent Consultants with the best products and services and Income Opportunity in the industry. Accordingly, HBN values constructive criticism and encourages the submission of written comments addressed to HBN Compliance Department.

B. Negative and disparaging comments about HBN, its products or Incentive Plan, by Consultants made to HBN, in the Field, or at HBN meetings or events, or disruptive behavior at HBN meetings or events, serve no purpose other than to dampen the enthusiasm of other HBN Consultants. HBN Consultants must not belittle HBN, other HBN Consultants, HBN products or services, the Income Opportunity, or HBN directors, officers, or employees, product suppliers or agents. Such conduct represents a material breach of these Policies and Procedures and may be subject to sanctions as deemed appropriate by HBN.

C. HBN endorses the following code of ethics:

I. A HBN Consultant must show fairness, tolerance, and respect to all people associated with HBN, regardless of race, gender, social class or religion, thereby fostering a "positive atmosphere" of teamwork, good morale and community spirit.

II. A Consultant shall strive to resolve business issues, including situations with upline and downline Consultant, by emphasizing tact, sensitivity, good will and taking care not to create additional problems.

III. HBN Consultants must be honest, responsible, professional, and conduct themselves with integrity.

IV. HBN Consultants shall not make disparaging statements about HBN, other Consultants, HBN employees, product suppliers or agents, products, services, sales and marketing campaigns, or the Incentive Plan, or make statements that unreasonably offend, mislead or coerce others.

D. HBN may take appropriate action against a Consultant if it determines, at the discretion of the compliance department, that a Consultant's conduct is detrimental, disruptive, or injurious to HBN or to other Consultants.

3.4 Reporting Policy Violation;

A. A Consultant who observes a policy violation by another Consultant should submit a written and signed letter (e-mail will not be accepted) of the violation directly to the HBN Corporate office. The letter shall set forth the details of the incident as follows:

- I. The nature of the violation;
- II. Specific facts to support the allegations;
- III. Dates;
- IV. Number of occurrences;
- V. Persons involved; and
- VI. Supporting documentation

B. Once the matter has been presented to HBN, it will be researched thoroughly by the Compliance Department and appropriate action will be taken if required.

C. This section refers to the general reporting of Policy violations as observed by other Consultants for the mutual effort to support, protect, and defend the integrity of the HBN business and opportunity. If a Consultant has a grievance or complaint against another Consultant which directly relates to his or her HBN business, the Procedures set forth in these Policies must be followed.

3.5 Sponsorship;

A. The Sponsor is the person who introduces a Consultant or Customer to HBN, helps them complete their enrollment, and supports and trains those in their downline.

B. HBN recognizes the Sponsor as the name(s) shown on the first:

- I. Physically signed HBN Consultant Agreement on file; or
 - II. Electronically signed Consultant Agreement from a website or a HBN Consultant website.
- C. A Consultant Agreement that contains notations such as “by phone” or the signatures of other individuals (i.e., Sponsors, Spouses, relatives, or friends) is not valid and will not be accepted by HBN.
- D. HBN recognizes that each new prospect has the right to ultimately choose his or her own Sponsor, but HBN will not allow Consultants to engage in unethical sponsoring activities.
- E. Personally Sponsored Consultants that are referred by or gifted to a Consultant by HBN, may be re-acquired by HBN/Green Organics, LLC at the discretion of HBN/Green Organics, LLC.

3.6 Cross Sponsoring Prohibition;

- A. “Cross sponsoring” is defined as the enrollment into a different line of sponsorship of an individual, or Business Entity, that already has a signed Consultant Agreement. Actual or attempted cross sponsoring is not allowed. If cross sponsoring is verified by HBN, sanctions up to and including termination of a Consultant’s membership may be imposed.
- B. The use of a Spouse’s or relatives name, trade names, assumed names, DBA names, corporation, partnership, trust, Federal ID numbers, or fictitious ID numbers to evade or circumvent this Policy is not permitted.
- C. This Policy does not prohibit the transfer of a HBN business in accordance with HBN Sale or Transfer Policy set forth in these Policies.

3.7 Adherence to the HBN Incentive Plan;

- A. A Consultant must adhere to the Terms of the HBN Incentive Plan as set forth in these Policies and Procedures as well as in official HBN literature. Deviation from the Incentive Plan is prohibited.
- B. A Consultant shall not offer the HBN Incentive Plan through, or in combination with, any other system, program, or method of marketing other than that specifically set forth in official HBN literature.
- C. A Consultant shall not require or encourage a current or prospective Customer or Consultant to participate in HBN in any manner that varies from the Incentive Plan as set forth in official HBN literature.
- D. A Consultant shall not require or encourage a current or prospective Customer or Consultant to make a purchase from or payment to any individual or other entity as a condition to participating in the HBN Incentive Plan, other than such purchases or payments required to naturally build their business.

3.8 Adherence to Laws and Ordinances;

A. Many cities and counties have laws regulating certain home-based businesses. In most cases, these ordinances do not apply to Consultant because of the nature of the business. However, Consultants must check their local laws and obey the laws that do apply to them.

B. A HBN Consultant shall comply with all federal, state, and local laws and regulations in their conduct of his or her HBN business.

3.9 Compliance with Applicable Income Tax Laws;

A. HBN will provide a complete 1099 Miscellaneous Income Tax form (non-employee compensation) to each US Consultant whose earnings for the year is at least \$600 or who has purchased more than \$5,000 of HBN products for resale, or who received trips, prizes or awards valued at \$600 or more. If earnings and purchases are less than stated above, IRS forms will be sent only at the request of the Consultant, and a minimum charge of \$20 may be assessed by HBN.

B. A Consultant accepts sole responsibility for and agrees to pay all federal, state, and local taxes on any income generated as an independent Consultant, and further agrees to indemnify HBN from any failure to pay such tax amounts when due.

C. If a Consultant's business is tax exempt, the Federal Tax Identification number must be provided to HBN in writing.

3.10 One HBN Business per Consultant;

A. A Consultant may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one (1) HBN business. No individual may have, operate or receive compensation from more than one HBN businesses.

3.11 Actions of Household Members or Affiliated Parties;

A. If any member of a Consultant's immediate household engages in any activity which, if performed by the Consultant, would violate any provision of the Agreement, such activity will be deemed a violation by the Consultant and HBN may take action pursuant to these Policies and Procedures against the Consultant. Similarly, if any individual associated in any way with a corporation, partnership, LLC, trust or other entity (collectively "Business Entity") violates the Agreement, such action(s) will be deemed a violation by the Business Entity, and HBN may take action against the Business Entity. Likewise, if a Consultant enrolls in HBN as a Business Entity, each Affiliated Party of the Business Entity shall be personally and individually bound to, and must comply with, the Terms and Conditions of the Agreement.

3.12 No Violation of Previous Agreement;

A. You agree that you are not currently in material breach of, and will not during the term of this Agreement be in material breach of, any other contract, obligation, or covenant that would affect your

ability to perform hereunder, and as a result of entering into this Agreement, will not materially breach any contract, obligation or covenant (such as a covenant not to compete located in a prior agreement).

3.13 Solicitation for Other Companies or Products;

- A. A HBN Consultant may participate in other direct sales, multilevel, or network marketing business ventures or marketing opportunities. However, during the Term of this Agreement and for one (1) year thereafter, a HBN Consultant may not recruit any HBN Consultant or Customer for any other direct sales or network marketing business.
- B. The term “recruit” means actual or attempted solicitation, enrollment, encouragement, or effort to influence in any other way (either directly or through a third party), another Consultant or Customer to enroll or participate in any direct sales or network marketing opportunity. This conduct represents recruiting even if the Consultant’s actions are in response to an inquiry made by another Consultant or Customer.
- C. During the term of this Agreement and for a period of six (6) months thereafter, any HBN Consultant must not sell, or entice others to sell, any competing products or services, including training materials, to HBN Customers or Consultant. Any product or service in the same category as a HBN product or service is deemed to be competing (i.e., any competing product or service regardless of differences in cost or quality. This provision does not apply where professional services are the primary source of revenue and the product sales are secondary (e.g., doctor’s offices, clinics, health clubs, spas, and beauty salons).
- D. However, a Consultant may sell non-competing products or services to HBN Customers and Consultant that they personally sponsored.
- E. A HBN Consultant may not offer any non-HBN opportunity; products or services at any HBN related meeting, seminar or convention, or immediately following a HBN event.
- F. A Consultant may not display or bundle HBN products or services, in sales literature, on a website or in sales meetings, with any other products or services to avoid confusing or misleading a prospective Customer or Consultant into believing there is a relationship between the HBN and non-HBN products and services.
- G. A violation of any of the provisions in this section shall constitute unreasonable and unwarranted contractual interference between HBN and its Consultant and would inflict irreparable harm on HBN. In such event, HBN may, at the discretion of the compliance department, impose any sanction it deems necessary and appropriate against such Consultant or such Consultant’s including termination, or seek immediate injunctive relief without the necessity of posting a bond.

3.14 Presentation of the HBN Incentive Plan;

- A. In presenting the HBN Incentive Plan to potential Customers and Consultants, a Consultant is required to comply with the following provisions:

- I. A Consultant shall not misquote or omit any significant material fact about the Incentive Plan.
- II. A Consultant shall make it clear that the Incentive Plan is based upon sales of HBN products and services.
- III. A Consultant shall make it clear that success can be achieved only through substantial independent efforts.
- IV. A HBN Consultant shall not make unauthorized income projections, claims, or guarantees while presenting or discussing the HBN Incentive Plan to prospective Consultants or Customers.
- V. A Consultant may not make any claims regarding products or services of any products offered by HBN, except those contained in official HBN literature.
- VI. A Consultant may not use official HBN material to promote the HBN opportunity in any country where HBN has not established a “presence.”
- VII. In an effort to conduct best business practices, HBN has developed the Income Disclosure Statement (“IDS”). The HBN IDS is designed to convey truthful, timely, and comprehensive information regarding the income that HBN Consultants earn. In order to accomplish this objective, a copy of the IDS must be presented to all prospective Consultants. A copy of the IDS must be presented to a prospective Consultant anytime the Incentive Plan is presented or discussed, or any type of income claim or earnings representation is made.
- VIII. The terms “income claim” and/or “earnings representation” (collectively “income claim”) include;
 - (1) Statements of average earnings, (2) statements of non-average earnings, (3) statements of earnings ranges, (4) income testimonials, (5) lifestyle claims, and (6) hypothetical claims. Examples of “statements of non-average earnings” include, “Our number one Consultant earned over a million dollars last year” or “Our average ranking Consultant makes five thousand per month.” An example of a “statement of earnings ranges” is “The monthly income for our higher-ranking Consultant is ten thousand dollars on the low end to thirty thousand dollars a month on the high end.”

3.15 Sales Requirements Are Governed by the Income Opportunity;

- A. HBN Consultant may purchase HBN products and then re-sell them at any price they choose unless otherwise specified by HBN or by any/its product suppliers on a per product basis. HBN will provide suggested selling prices. There are no exclusive territories granted to anyone. No franchise fees are applicable to a HBN business.

B. The HBN Incentive Plan is built on sales to the ultimate consumer. HBN encourages its Consultant to only purchase inventory that they and their family will personally consume, will be used as a sales tool, or will be resold to others for their ultimate consumption. Consultants must never attempt to influence any other Consultant to buy more products than they can reasonably use or sell to retail Customers in a month.

C. Each HBN Consultant commits to personally use, sell, or use in business building at least 70% of every order placed with the Company prior to placing another order, and must be able to certify to such if demanded by the Company or by any regulatory agency.

D. Purchasing product under a Consultants account solely for the purpose of collecting bonuses or achieving rank is prohibited. HBN retains the right to limit the amount of purchases you may make if, in our sole judgment, we believe those purchases are being made solely for qualification purposes instead of for consumption or resale.

4.0 ORDERING

4.1 General Order Policies;

A. "Bonus Buying" is strictly and absolutely prohibited. Bonus Buying includes; (a) the enrollment of individuals or entities without the knowledge of and/or execution of an agreement by such individuals or Business Entities; (b) the fraudulent enrollment of an individual or entity as a Consultant or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or Business Entities as Consultant or Customers ("phantoms"); (d) purchasing HBN products or services on behalf of another Consultant or Customer, or under another Consultant's or Customer's ID number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of products or services that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers. A Consultant shall not use another Consultant's or Customer's credit card or debit checking account to enroll in HBN or purchase products or services without the account holder's written permission. Such documentation must be kept by the Consultant indefinitely in case HBN needs to reference this.

B. If a Consultant wants to move an order to another Consultant's position, he or she must have prior authorization, of all parties involved. HBN will charge the Consultant a \$20 fee for processing.

C. Prices are subject to change without notice.

D. A Consultant or Customer who is a recipient of a damaged or incorrect order must notify HBN within thirty (30) calendar days from receipt of the order and follow the Procedures as set forth in these Policies.

4.2 Insufficient Funds;

- A. All checks returned for insufficient funds will be re-submitted for payment. A \$35 fee will be charged to the account of the Consultant or Customer for all returned checks and insufficient funds.
- B. Any outstanding balance owed to HBN by a Consultant or Customer of the Consultant from NSF (non-sufficient funds) checks, returned check fees or insufficient fund fees (ACH) will be withheld by HBN from a Consultant's future bonus and commission checks.
- C. All transactions involving returned checks or insufficient funds through ACH or credit card, which are not resolved in a timely manner by the Consultant, constitute grounds for sanctions.
- D. If a credit card order or automatic debit is declined the first time, the Customer or Consultant will be contacted for an alternate form of payment. If payment is declined a second time, the Customer or Consultant may be deemed ineligible to purchase HBN products or services or participate in the monthly auto ship.

4.3 Sales Tax Obligation;

- A. The Consultant shall comply with all state and local taxes and regulations governing the sale of HBN products and services.
- B. HBN will collect and remit sales tax on Consultant orders unless a Consultant furnishes HBN with the appropriate Resale Tax Certificate form. When orders are placed with HBN, sales tax is prepaid based upon the suggested retail price. HBN will remit the sales tax to the appropriate state, Provincial and local jurisdictions. The Consultant may recover the sales tax when he or she makes a sale. HBN Consultants are responsible for any additional sales taxes due on products marked up and sold at a higher price.
- C. HBN encourages each Consultant to consult with a tax advisor for additional information for his or her business.

5.0 PAYMENT OF COMMISSIONS & BONUSES

5.1 Bonus and Commission Qualifications;

- A. A Consultant must be active and in compliance with HBN Policies and Procedures to qualify for bonuses and commissions. So long as a Consultant complies with the Terms of the Agreement, HBN shall pay commissions to such Consultant in accordance with the Income Opportunity.
- B. HBN will not issue a payment to a Consultant without the receipt of a completed and signed HBN Consultant Agreement or Electronic Authorization.

5.2 Computation of Commissions and Discrepancies;

- A. In order to qualify to receive commissions and bonuses, a Consultant must be in good standing and comply with the Terms of the Agreement and these Policies and Procedures. Commissions, bonuses, overrides, and achievement levels are calculated each month.

B. A HBN Consultant must review his or her monthly statement and bonus/commission reports promptly and report any discrepancies within thirty (30) days of receipt. After the 30-day “grace period” no additional requests will be considered for commission recalculations.

C. For additional information on payment of commissions, please review the Income Opportunity.

5.3 Adjustments to Bonuses and Commissions for Returned Products or Consultant Memberships;

A. A Consultant receives bonuses and commissions based on the actual sales of products and services to end consumers and to Consultant through product and service purchases. When a product or service is returned to HBN for a refund from the end consumer or by a Consultant, the bonuses and commissions attributable to the returned product or service will be deducted from the Consultant who received bonuses or commissions on such sales. Deductions will occur in the month in which the refund is given and continue every pay period thereafter until the bonus/and or commission is recovered.

B. In the event that a Consultant terminates his or her membership, and the amounts of the bonuses or commissions attributable to the returned products or services have not yet been fully recovered by HBN, the remainder of the outstanding balance may be offset against any other amounts that may be owed by HBN to the terminated Consultant.

6.0 SATISFACTION GUARANTEED

6.1 Refunds and Product Return;

A. US Consultants; If for any reason a Heart & Body Naturals product does not meet your expectations, simply return it within 30 days of purchase for a 100% refund of the product price, excluding shipping and handling. Product that is in resalable condition (i.e., unused, unopened, not expired) can be returned within twelve (12) months of purchase for a 90% refund of the product price, excluding shipping. Shipping costs associated with returning product are the responsibility of the Customer/Consultant returning the product. Any commissions and bonuses paid on the sale of returned product will be reclaimed from the Consultant(s).

B. International Orders Are Non-Refundable

C. All returns, whether by a Customer, or Consultant, must be made as follows:

I. Obtain Return Merchandise Authorization (“RMA”) from Heart & Body Naturals by submitting a return ticket request by calling (513) 274-2110 or email support@hbnnaturals.com.

II. Ship items to the address provided by Heart & Body Naturals Customer Service when you are given the RMA in your ticket response;

III. Provide a copy of the invoice with the returned products or service. Such invoice must reference the RMA;

IV. All returns must be shipped to Heart & Body Naturals pre-paid, as Heart & Body Naturals does not accept shipping collect packages. It is the responsibility of the Customer or Consultant to trace the shipment before product credit will be applied.

D. The return of \$500 or more of products accompanied by a request for a refund within a calendar year, by a Consultant, may constitute grounds for involuntary termination.

E. With international orders, it is highly recommended to double check the personal information (name, address, phone number and email) before submitting the order, as once the shipment is in the care of the US post office, it is out of our hands and it is impossible to make changes and we are not responsible for missed deliveries, lost or returned packages.

F. The Customer or Consultant, acknowledge responsibility of, and agree to abide by your country's import laws and restrictions and agree to assume total responsibility for confiscated, lost, delayed, or destroyed shipments due to import restrictions, confiscations delayed inspections etc. We request that if in doubt, you contact your customs office and ask about import regulations and restrictions before placing your order.

7.0 PRIVACY POLICY

7.1 Our Commitment to Privacy;

A. Our Privacy Policy has been developed as an extension of our commitment to combine quality products and services with integrity in dealing with users. The Policy is designed to assist you in the understanding of how we collect, use, and protect the personal information provided to us.

7.2 The Information We Collect;

A. When you visit our site, we collect two types of information: personal information you actively choose to disclose ("Active Information") and information not visible to you that arises out of your browsing our site ("Passive Information"). Please note that Passive Information is collected on an aggregate and anonymous basis.

7.3 Personally Identifiable Information;

A. Personally Identifiable Information is information that identifies and is reasonably linked to you.

B. Registration; When you register to become an authorized reseller of our products or services, we will collect Personally Identifiable Information (such as name, address, email address, and telephone number). This Personally Identifiable Information is securely stored and may be accessed on our website. You are assigned an identification number and select your own password—both are needed to enter the Site and to access your Contact Information. Please safeguard your password in a secure location as we are not responsible for breaches into the system when access is willingly provided.

C. Ordering; when you place an order for products or services, we collect Personally Identifiable Information (such as name, contact and billing information, credit card, and other transactional

information). We use this information to deliver your order, process payment, and to communicate the status of your order.

C. Credit and Debit Card Storage

Credit and debit card information collected at registration or for product orders is used only to process payment for the transaction and, generally, is not retained on our Site.

D. Surveys and Promotions

Occasionally, you may voluntarily provide Personally Identifiable Information to complete surveys and questionnaires or to participate in user polls. We use this information to improve our products and services and to ensure that we're providing accurate disclosures. We may also use your Personally Identifiable Information to provide you newsletters and other marketing information that coincide with your preferences. You may customize your marketing preferences, or let us know if you do not wish to receive any promotional materials, by adjusting your Subscriptions & Email options on the Site.

7.4 Active Information You Choose to Provide;

A. In order to gain use of the site (become a "user"), we require you to disclose the following information: Name, Address, and Phone Number. We use secure socket layer (SSL) encryption to protect the transmission of the information you submit to us when you use our secure online forms. The information you provide to us is stored securely.

7.5 Passive Information;

A. We store and collect various types of passive information on an aggregate and anonymous basis. This information may include such technical information as it pertains to your Internet protocol address, your device operating system and browser type, cookies, and an address of a referring website or any other path you take to reach our website all described in greater detail below.

I. This refers to information that does not, by itself, identify you as a specific individual. Such information would include the Uniform Resource Locator ("URL") of the website that referred you to our site, your Internet Protocol ("IP") address (a number automatically assigned to your computer whenever you surf the web), your operating system and browser type, and any search terms that you enter on our Site. Our web server aggregates this information in order to monitor the level of activity on our Site, evaluate its effectiveness, and improve the content or our Site in order to make your visit an easy and enjoyable experience.

II. We may collect, compile, store, publish, promote, report, or otherwise disclose or use any Aggregate Information, provided that such information does not personally identify you. We do not correlate any Personally Identifiable Information with the Aggregate Information that we collect on our Site. If we do correlate any Aggregate Information to you, it will be protected like any other Personally Identifiable Information under this Privacy Statement.

B. What Is a Cookie?

I. Cookies are a feature of web browser software that allows web servers to recognize the computer used to access a site. They are small pieces of data stored by a user's browser to simplify subsequent interactions with the site. This makes it easier for a user to move from site to site and to complete transactions over the Internet. Cookies should make your online experience easier and more personalized. Our site utilizes cookies to collect information about how our site is used. Passive Information gathered may include the date and time of visits, the site pages viewed, time spent at our site, the sites visited just before and just after visiting our site. If you do not wish to transmit "cookie" information about yourself, you may turn off the cookie function in your web browser.

Our site's servers also automatically identify your computer by its Internet Protocol address, which is a unique string of numbers that are assigned to your computer by your Internet Service Provider. The IP address may be used to address problems with our server or to gather broad demographic information about our users. We passively collect your IP Address.

7.6 How We Use the Information Collected;

A. We broadly speaking, persons we employ directly, or as contractors or agents at our direction, use Active Information for purposes of administering our core business functions, such as the fulfillment of orders or services, the furnishing of customer care and support, and supplying the availability of other products or services we think might be of interest to our users. We use Passive Information to gather information about our users and to enhance our site to make it easier, faster, and friendlier for users. Additionally, cookies help us better understand the usage pattern of the people that visit our site, which helps us improve our service.

B. Passive Information may result in your viewing of particular advertising based on your user habits. We reserve the right to use Active and Passive Information in order to prevent, detect, and investigate fraud, security breaches, or any other potentially prohibited or illegal activity. We may use any Active Information or Passive Information provided to contact you about various changes to our site, new services, features, or products we offer. If at any time you do not wish to receive such information, you may "opt-out" of doing so by adjusting your email settings in the back office of the website.

7.7 Your Information Relating to Hyperlinks;

A. You might be able to access other websites through our site via hyperlinks. When you do so, you are subjecting yourself to their privacy policies and data collection. Please read the privacy policies of those sites to ensure you agree with the terms before using such sites.

7.8 Receiving and Sharing of Information from and with Third Parties;

A. We reserve the right to receive information about you from other third party sources that help us update, expand, and analyze our records and identify new customers. Furthermore, we may share

Personal Information necessary to the prevention of fraud, illegal activities, and security breaches. Because of this, it's possible some of your personal information may be shared with fraud prevention agencies. If false or inaccurate information is provided and fraud is identified, details of this fraud may be passed on to these agencies. Likewise, law enforcement and governmental agencies may access and use certain information pursuant to any law, regulation, or subpoena. This applies to information as it relates to both open and closed accounts. Additionally, third parties who perform services for us as it relates to security, payment, etc. (such as Internet Service Providers, credit card processors, and merchant banks), may also have access to your information in the performance of such necessary services. Finally, we may disclose anonymous information about user habits to third party advertisers on our site. Should we buy or sell assets of our company, another company may need to review our company's assets, which might include your information, to make business decisions as to whether to acquire such assets.

7.9 How We secure Your Active and Passive Information;

A. We secure your personal information submitted by you by using reasonable efforts to prevent unauthorized access or disclosure, or accidental loss of Active and Passive Information. Individual postings on this site and other communications to our office via email or standard mail may not be secure unless we advise you that security measures are in place prior to your submission of information. Therefore, if you choose to communicate with us through these means, you are assuming the risk of doing so and we respectfully request that you do not send or post sensitive information through these means.

7.10 Accessing and Correcting Your Information;

A. We take reasonable measures to ensure that any Personally Identifiable Information we collect on our Site is accurate, current, complete, and reliable for its intended use. If you wish to update or otherwise correct Personally Identifiable Information provided to us, you may edit your information online.

7.11 Protecting Your Information;

A. We acknowledge your trust and are committed to take reasonable steps to protect Personally Identifiable Information provided from loss, misuse, and unauthorized access. We employ physical, electronic, and managerial processes to safeguard and secure your information. It is your responsibility to safeguard the password you use to access our Site and to promptly advise us if you ever suspect that your password has been compromised. We strongly encourage you to change your password regularly to prevent unauthorized access. Because your identification number and password are specific to you, you acknowledge sole responsibility for any and all use of our site conducted with your identification number and password.

7.12 Links to Other Websites;

A. Links to third-party websites may be provided solely for your information and convenience or to provide additional shopping for various other goods and services through our Merchant and Services Partners. If you use these links, you will leave our Site. This Privacy Statement does not cover the information practices of those websites nor do we control their content or privacy policies. We suggest that you carefully review the privacy policies of each site you visit.

7.13 Children's Privacy Protection;

A. We take special care to protect the privacy needs of children and encourage parents to be an active participant in their child's online activities. Our site does not target and is not intended for children under the age of 18, and we will not knowingly collect Personally Identifiable Information from them. If we discover personal data from a child through our site, we will eliminate that data. You may learn more about protecting children's privacy online by visiting:
<http://www.ftc.gov/bcp/edu/pubs/consumer/tech/tec08.shtm>.

7.14 Changes to This Policy;

A. Any updates or changes to the terms of this Privacy Policy will be posted on our Site and the date of the newest version posted below. Please check back frequently, especially before you submit any Personally Identifiable Information at our Site, to see if this Privacy Statement has changed. By using our Site, you acknowledge acceptance of this Privacy Statement in effect at the time of use.

B. YOUR USE OF OUR SITE MEANS THAT YOU ACCEPT THE PRACTICES SET FORTH IN THIS POLICY. YOUR CONTINUED USE INDICATES YOUR AGREEMENT TO THE CHANGES.

8.0 PROPRIETARY INFORMATION AND TRADE SECRETS

8.1 Business Reports, Lists, and Proprietary Information;

A. By completing and signing the HBN Consultant Agreement, the Consultant acknowledges that Business Reports, lists of Customer and Consultant names and contact information and any other information, which contain financial, scientific or other information both written or otherwise circulated by HBN pertaining to the business of HBN (collectively, "Reports"), are confidential and proprietary information and trade secrets belonging to HBN.

8.2 Obligation of Confidentiality;

A. During the Term of the HBN Consultant Agreement and for a period of five (5) years after the termination or expiration of the Consultant Agreement between the Consultant and HBN, the Consultant shall not:

- I. Use the information in the Reports to compete with HBN or for any purpose other than promoting his or her HBN business;
- II. Use or disclose to any person or entity any confidential information contained in the Reports, including the replication of the genealogy in another network marketing company.

8.3 Breach and Remedies;

A. The Consultant acknowledges that such proprietary information is of such character as to render it unique and that disclosure or use thereof in violation of this provision will result in irreparable damage to HBN and to independent HBN businesses. HBN and its Consultant will be entitled to injunctive relief or to recover damages against any Consultant who violates this provision in any action to enforce its rights under this section. The prevailing party shall be entitled to an award of attorney's fees, court costs, and expenses.

8.4 Return of Materials;

A. Upon demand by HBN, any current or former Consultant will return the original and all copies of all "Reports" to HBN together with any HBN confidential information in such person's possession.

9.0 ADVERTISING, PROMOTIONAL MATERIAL, USE OF COMPANY NAMES AND TRADEMARKS

9.1 Labeling, Packaging, and Displaying Products;

A. A HBN Consultant may not re-label, re-package, refill, or alter labels of any HBN product, or service, information, materials or program(s) in any way. HBN products and services must only be sold in their original containers from HBN. Such re-labeling or repackaging violates federal and state laws, which may result in criminal or civil penalties or liability.

B. A Consultant may sell HBN products and services and display the HBN trade name at any appropriate display booth (such as trade shows) upon prior written approval from HBN.

C. HBN reserves the right to refuse authorization to participate at any function that it does not deem a suitable forum for the promotion of its products and services, or the HBN opportunity.

9.2 Use of Company Names and Protected Materials;

A. A HBN Consultant must safeguard and promote the good reputation of HBN and the products and services it markets. The marketing and promotion of HBN, the HBN opportunity, the Income Opportunity, and HBN products and services will be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct and practices.

B. All promotional materials supplied or created by HBN must be used in their original form and cannot be changed, amended or altered except with prior written approval from the HBN Compliance Department.

C. The name of HBN, each of its product and service names and other names that have been adopted by HBN in connection with its business are proprietary trade names, trademarks and service marks of HBN. As such, these marks are of great value to HBN and are supplied to Consultant for their use only in an expressly authorized manner.

D. A HBN Consultant's use of the name "HBN" is restricted to protect HBN proprietary rights, ensuring that the HBN protected names will not be lost or compromised by unauthorized use. Use of the HBN name on any item not produced by HBN is prohibited except as follows:

- I. [Consultant's name] Independent HBN Consultant
- II. [Consultant's name] Independent Consultant of HBN products and services.

E. Further procedures relating to the use of the HBN name are as follows:

- I. All stationary (i.e., letterhead, envelopes, and business cards) bearing the HBN name or logo intended for use by the Consultant must be approved in writing by the HBN Compliance Department.
- II. HBN Consultant may list "Independent HBN Consultant in the white pages of the telephone directory under his or her own name.
- III. HBN Consultant may not use the name HBN or HBN in answering his or her telephone, creating a voice message or using an answering service, such as to give the impression to the caller that they have reached the corporate office. They may state, "Independent HBN Consultant."

F. Certain photos and graphic images used by HBN in its advertising, packaging, and websites are the result of paid contracts with outside vendors that do not extend to Consultants. If a Consultant wants to use these photos or graphic images, they must negotiate individual contracts with the vendors for a fee.

G. A HBN Consultant shall not appear on or make use of television or radio, or make use of any other media to promote or discuss HBN or its programs, products or services without prior written permission from the HBN Compliance Department.

H. A Consultant may not produce for sale or distribution any Company event or speech, nor may a Consultant reproduce HBN audio or video clips for sale or for personal use without prior written permission from the HBN Compliance Department.

I. HBN reserves the right to rescind its prior approval of any sales aid or promotional material to comply with changing laws and regulations and may request the removal from the marketplace of such materials without financial obligation to the affected Consultant.

J. A Consultant shall not promote non-HBN products or services in conjunction with HBN products or services on the same websites or same advertisement without prior approval from HBN Compliance.

K. Claims (which include personal testimonials) as to therapeutic, curative or beneficial properties of any products offered by HBN may not be made except those contained in official HBN literature. In particular, no Consultant may make any claim that HBN products are useful in the cure, treatment, diagnosis, mitigation or prevention of any diseases. Such statements can be perceived as medical or

drug claims. Not only do such claims violate HBN policies, but also, they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

9.3 E-mail - Limitations;

A. Except as provided in this section, a Consultant may not use or transmit unsolicited email, mass email distribution, or “spamming” that advertises or promotes the operation of his or her HBN business. The exceptions are:

- I. E-mailing any person who has given prior permission or invitation;
- II. E-mailing any person with whom the Consultant has established a prior business or personal relationship.

B. In all states or territories where prohibited by law, a Consultant may not transmit, or cause to be transmitted through a third party, (by telephone, facsimile, computer or other device), an unsolicited advertisement to any equipment, which has the capacity to transcribe text or images from an electronic signal received over a regular telephone line, cable line, ISDN, T1 or any other signal carrying device, except as set forth in this section.

C. All e-mail or computer broadcasted documents subject to this provision shall include each of the following:

- I. A clear and obvious identification that the e-mail message is an advertisement or solicitation. The words “advertisement” or “solicitation” should appear in the subject line of the message;
- II. A clear return path or routing information;
- III. The use of legal and proper domain name;
- IV. A clear and obvious notice of the opportunity to decline to receive further commercial e-mail messages from the sender;
- V. Unsubscribe or opt-out instructions should be the very first text in the body of the message box in the same size text as the majority of the message;
- VI. The true and correct name of the sender, valid senders e-mail address, and a valid sender physical address;
- VII. The date and time of the transmission;
- VIII. Upon notification by recipient of his or her request not to receive further e-mailed documents, a HBN Consultant shall not transmit any further documents to that recipient.

D. All e-mail or computer broadcasted documents subject to this provision shall not include any of the following:

- I. Use of any third-party domain name without permission;
- II. Sexually explicit materials.

9.4 Internet and Third-Party Website Restrictions;

A. A Consultant may not use or attempt to register any of HBN's trade names, trademarks, service names, service marks, product names, URLs, advertising phrases, the Company's name or any derivative thereof, for any purpose including, but not limited to, Internet domain names (URL), third party websites, e-mail addresses, web pages, or blogs.

B. All Consultants may have one (1) Approved third-party website. A third-party website is a HBN approved personal website that is hosted on non-HBN servers and has no affiliation with HBN. Any Consultant who wishes to develop their own third-party website must submit a properly completed third-party website Application and Agreement along with the proper Website registration fee and receive HBN's prior written approval before going live with their third-party website. Third-party websites may be used to promote your business and HBN's products so long as the third-party website adheres to HBN's advertising policies. Moreover, no orders may be placed through third-party websites, and no enrollments may occur through a third-party website. If you wish to use any third-party website, you must do the following:

- I. Identify yourself as a Consultant for HBN;
- II. Use only the approved images and wording authorized by HBN;
- III. Adhere to the branding, trademark, and image usage policies described in this document.
- IV. Adhere to any other provision regarding the use of a third-party website described in this document;
- V. Agree to give the Compliance Department at HBN access to the third-party website and, if the website is password protected, the Compliance Department must receive passwords or credentials allowing unlimited access.
- VI. Agree to modify your website to comply with current or future HBN policies.
- VII. All marketing materials used on a Consultant's third-party website must be provided by HBN or approved in writing by HBN.
- VIII. To avoid confusion, the following three elements must also be prominently displayed at the top of every page of your third-party website:
 - a. The HBN Consultant Logo

- b. Your Name and Title
- c. HBN Corporate Website Redirect Button

C. A Consultant may not use third-party sites that contain materials copied from corporate sources (such as HBN brochures, CDs, videos, tapes, events, presentations, and corporate websites). This Policy ensures brand consistency, allows Customers and Consultant to stay up-to-date with changing products, services and information, facilitates enrollment under the correct Sponsor, and assists in compliance with government regulations.

D. A HBN Consultant who currently qualifies at the rank of Pearl Consultant may apply to the Compliance Department for an exception to the third-party website policy. To qualify for an exception, the website must serve a unique market that the HBN corporate site does not currently serve or intend to serve.

E. HBN products may be displayed with other products or services on a Consultant's third-party website so long as the other products and services are consistent with HBN values and are not marketed or sold by a competing network marketing company.

G. If the Consultant who has received authorization to create and post a third-party website is voluntarily or involuntarily canceled for any reason, or if HBN revokes its authorization allowing the Consultant to maintain a third-party website, the Consultant shall assign the URL to his/her third-party website to HBN within three (3) days from the date of the cancellation and/or re-direct all traffic to the site as directed by HBN. HBN reserves the right to revoke any Consultant's right to use a third-party website at any time if HBN believes that such revocation is in the best interest of HBN, its Consultant, and Customers. Decisions and corrective actions in this area are at the discretion of the compliance department.

H. PROFILES a Consultant GENERATES IN ANY SOCIAL COMMUNITY WHERE HBN IS DISCUSSED OR MENTIONED MUST CLEARLY IDENTIFY THE Consultant as a HBN Consultant, and when a Consultant participates in those communities, Consultants must avoid inappropriate conversations, comments, images, video, audio, applications, or any other adult, profane, discriminatory, or vulgar content. The determination of what is inappropriate is at the discretion of the compliance department and offending Consultant will be subject to action. Banner ads and images used on these sites must be current and must come from the HBN approved library. If a link is provided, it must link to the posting Consultant's Replicated website or an approved third-party website. Anonymous postings or use of an alias on any Social Media site is prohibited, and offending Consultant will be subject to action.

I. Consultant may not use blog spam, spam indexing, or any other mass-replicated methods to leave blog comments. Comments Consultant create or leave must be useful, unique, relevant, and specific to the blog's article.

J. Consultant must disclose their full name on all Social Media postings, and conspicuously identify themselves as an independent Consultant for HBN. Anonymous postings or use of an alias is prohibited.

K. Postings that are false, misleading, or deceptive are prohibited. This includes, but is not limited to, false or deceptive postings relating to the HBN income opportunity, HBN's products and services, and/or your biographical information and credentials.

L. Consultant are personally responsible for their postings and all other online activity that relates to HBN. Therefore, even if a Consultant does not own or operate a blog or Social Media site, if a Consultant posts to any such site that relates to HBN or which can be traced to HBN, the Consultant is responsible for the posting. Consultants are also responsible for postings which occur on any blog or Social Media site that the Consultant owns, operates, or controls.

M. As a HBN Consultant, it is important to not converse with any person who places a negative post against you, other Consultants, or HBN. Report negative posts to HBN at support@HBNaturals.com. Responding to such negative posts often simply fuels a discussion with someone carrying a grudge that does not hold themselves to the same high standards as HBN, and therefore damages the reputation and goodwill of HBN.

N. The distinction between a Social Media site and a website may not be clear-cut, because some Social Media sites are particularly robust, HBN therefore reserves the sole and exclusive right to classify certain Social Media sites as third-party websites and require that Consultant using, or who wish to use, such sites adhere to the HBN's policies relating to third-party websites.

O. If your HBN business is canceled for any reason, you must discontinue using the HBN name, and all HBN's trademarks, trade names, service marks, and other intellectual property, and all derivatives of such marks and intellectual property, in any postings and all Social Media sites that you utilize. If you post on any Social Media site on which you have previously identified yourself as an independent HBN Consultant, you must conspicuously disclose that you are no longer an independent HBN Consultant. Failure to comply with these Policies for conducting business online may result in the Consultant losing their right to advertise and market HBN products, services and HBN's business opportunity.

9.5 Advertising and Promotional Materials;

A. You may not advertise any HBN products or services at a price LESS than the highest company published, established retail price of ONE offering of the HBN product or service plus shipping, handling and applicable taxes. No special enticement advertising is allowed. This includes, but is not limited to, offers of free membership, free shipping, or other such offers that grant advantages beyond those available through the Company.

B. Advertising and all forms of communications must adhere to principles of honesty and propriety.

C. All advertising, including, but not limited to, print, Internet, computer bulletin boards, television, radio, etc., are subject to prior written approval by the HBN Compliance Department.

D. All requests for approvals with respect to advertising must be directed in writing to the HBN Compliance Department.

E. HBN approval is not required to place blind ads that do not mention HBN, its employees, any of its products, services, designs, symbols, programs, and trademarked, copyrighted, or otherwise protected materials.

F. A Consultant who is currently paid at the [INSERT RANK] rank may create his or her own ads or promotional materials including the development of commercials, infomercials, and additional third-party websites. However, all such materials, and any subsequent changes thereto shall be submitted to the HBN Compliance Department for approval.

I. Consultants are encouraged to work with the Compliance Department prior to the production of commercials, infomercials, or websites.

G. HBN reserves the right to rescind its prior approval of submitted advertising or promotional materials in order to comply with changing laws and regulations, and may require the removal of such advertisements from the marketplace without obligation to the affected Consultant.

9.6 Testimonial Permission;

A. By signing the HBN Consultant Agreement, a Consultant gives HBN permission to use his or her testimonial or image and likeness in corporate sales materials, including but not limited to print media, electronic media, audio and video. In consideration of being allowed to participate in the HBN Business Opportunity, a Consultant waives any right to be compensated for the use of his or her testimonial or image and likeness even though HBN may be paid for items or sales materials containing such image and likeness. In some cases, a Consultant's testimonial may appear in another Consultant's advertising materials. If a Consultant does not wish to participate in HBN sales and marketing materials, he or she should provide a written notice to the HBN Compliance Department to ensure that his or her testimonial or image and likeness will not be used in any corporate materials, corporate recognition pieces, advertising or recordings of annual events.

9.7 Telemarketing – Limitations;

A. A HBN Consultant must not engage in telemarketing in relation to the operation of the Consultant's HBN business. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of HBN products or services, or to recruit them for the HBN opportunity.

B. The Federal Trade Commission ("FTC") and the Federal Communications Commission ("FCC") each have laws that restrict telemarketing practices. Both Federal agencies, as well as a number of States have "do not call" regulations as part of their telemarketing laws.

C. While a Consultant may not consider himself or herself a "telemarketer" in the traditional sense, these regulations broadly define the term "telemarketer" and "telemarketing" so that the unintentional action of calling someone whose telephone number is listed on the Federal "Do Not Call" registry could cause the Consultant to violate the law. These regulations must not be taken lightly, as they carry significant penalties (up to \$11,000 per violation).

D. "Cold calls" or "state-to-state calls" made to prospective Customers, or Consultant that promote either HBN products, services or the HBN opportunity is considered telemarketing and is prohibited.

E. Exceptions to Telemarketing Regulations

A HBN Consultant may place telephone calls to prospective Customers, or Consultant under the following limited situations:

I. If the Consultant has an established business relationship with the prospect;

II. In response to the prospect's personal inquiry or application regarding a product or service offered by the HBN Consultant, within three (3) months immediately before the date of such a call;

III. If the Consultant receives written and signed permission from the prospect authorizing the Consultant to call;

IV. If the call is to family members, personal friends, and acquaintances. However, if a Consultant makes a habit of collecting business cards from everyone he/she meets and subsequently calls them, the FTC may consider this a form of telemarketing that is not subject to this exemption;

V. HBN Consultant engaged in calling "acquaintances," must make such calls on an occasional basis only and not as a routine practice.

F. A Consultant shall not use automatic telephone dialing systems in the operation of his or her HBN businesses.

G. Failure to abide by HBN policies or regulations as set forth by the FTC and FCC regarding telemarketing may lead to sanctions against the Consultant, up to and including termination of the Consultant.

H. By signing the Consultant Agreement, or by accepting commission checks, other payments or awards from HBN, a Consultant gives permission to HBN and other Consultant to contact them as permitted under the Federal Do Not Call regulations.

I. In the event a Consultant violates this section, HBN reserves the right to institute legal proceedings to obtain monetary or equitable relief.

10.0 INTERNATIONAL MARKETING

10.1 International Marketing Policy;

A. A HBN Consultant is authorized to sell HBN products and services, to Customers and Consultant only in the countries in which HBN is authorized to conduct business, according to the Policies and Procedures of each country. HBN Consultant may not sell products or services in any country where HBN products and services have not received applicable government authorization or approval.

B. A Consultant may not, in any unauthorized country, conduct sales, enrollment or training meetings, enroll or attempt to enroll potential Customers, or Consultant, nor conduct any other activity for the purpose of selling HBN products and services, establishing a sales organization, or promoting the HBN income opportunity.

11.0 CHANGES TO A CONSULTANT BUSINESS

11.1 Modification of the Consultant Agreement;

A. A HBN Consultant may modify his or her existing Consultant Agreement (i.e., change a social security number to a Federal ID number, add a Spouse or partner to the account, or change the form of ownership from an individual to a Business Entity owned by the Consultant) by submitting a written request, accompanied by a new Consultant Agreement and the Business Registration Form, if applicable, completed with fresh signatures (not a “crossed out” or “white-out” version of the first Agreement), and any appropriate supporting documentation.

11.2 Change Sponsor or Placement for Active Consultant;

A. Sponsors may make “Placement changes” from one Consultant to another for personally Sponsored (frontline) Consultant during the first 30 days of enrollment.

B. New Consultant or their original Sponsor may request a change of Sponsor or Placement within the first 30 days of enrollment for the purpose of structuring an organization. The new Consultant Agreement must be received within the calendar month for commission calculations to be effective with the requested change.

C. To change or correct the Sponsor, a Consultant must comply with following procedures:

I. Submit a Sponsor Placement Transfer Form;

II. Submit a HBN Consultant Agreement showing the correct Sponsor and Placement, and any appropriate supporting documentation;

III. The Consultant Agreement must be a new, completed document bearing “fresh” signatures, not a “crossed-out” or “white-out” version of the first Agreement.

D. Upon approval, the Consultant’s downline, if any, will transfer with the Consultant.

E. If one transfer has already been made a \$20 fee will be assessed for the second and for each transfer thereafter.

F. After the first 30 days from initial enrollment, HBN will honor the Sponsor/Placement as shown:

I. On the most recently signed Consultant Agreement on file; or

II. Self-enrolled on the website (i.e., electronically signed Web Agreement).

G. In the event of policy violations, HBN retains the right to approve or deny any requests to change Sponsor or Placement and to correct any errors related thereto at any time and in whatever manner it deems necessary.

11.3 Change Sponsor or Placement for Inactive Consultant;

A. At the discretion of HBN, Consultants who did not participate in an auto ship or have not ordered products or services for at least three (3) months, and who have not tendered a letter of resignation, are eligible to re-enroll in HBN under the Sponsor/Placement of their choice.

I. Upon written notice to HBN that a former Consultant wishes to re-enroll, HBN will “compress” (close) the original account. A new HBN ID number will then be issued to the former Consultant.

II. Such Consultant does not retain former rank or rights to commission checks from his or her former organizations.

B. HBN reserves the right to correct Sponsor or Placement errors at any time and in whatever manner it deems necessary.

11.4 Change Organizations;

A. If a HBN Consultant wishes to transfer organizations, he or she must submit a letter of resignation to the HBN Customer Service Department and remain inactive (place no orders, or be on an auto ship) with or in HBN for three (3) months from the receipt of the letter before being eligible to re-enroll under a different Sponsor/Placement.

B. HBN retains the right to approve or deny any request to re-enroll after a Consultant’s resignation.

C. If re-enrollment is approved, the former Consultant will be issued a new HBN ID number and will be required to submit a new Consultant Agreement. The Consultant will not be entitled to keep any former rank or rights to commission checks from any prior organization.

11.5 Unethical Sponsoring;

A. Unethical sponsoring activities include, but are not limited to, enticing, bidding or engaging in unhealthy competition in trying to acquire a prospect or new Consultant from another Consultant or influencing another Consultant to transfer to a different sponsor.

B. Allegations of unethical sponsoring must be reported in writing to the HBN Compliance Department within the first 90 days of enrollment. If the reports are substantiated, HBN may transfer the Consultant or the Consultant’s downline to another sponsor, Placement or organization without approval from the current up-line Sponsor or Placement Consultant.

C. HBN prohibits the act of “Stacking.” Stacking is the unauthorized manipulation of the HBN Income Opportunity and/or the marketing plan in order to trigger commissions or cause a promotion off a downline Consultant in an unearned manner. One example of stacking occurs when a Sponsor places participants under an inactive downline without his or her knowledge in order to trigger unearned qualification for commissioning. Stacking is unethical and unacceptable behavior, and as such, it is an offense with measures up to and including the termination of the independent Consultant positions of all individuals and/or entities found to be directly involved.

D. Should Consultant engage in solicitation and/or enticement of members of another direct sales company to sell or distribute HBN products and services to, they bear the risk of being sued by the other direct sales company. If any lawsuit, arbitration, or mediation is brought against a Consultant alleging that they engaged in inappropriate recruiting activity of another company’s sales force or Customers, HBN will not pay any of Consultant’s defense costs or legal fees, nor will HBN indemnify the Consultant for any judgment, award, or settlement.

11.6 Sell, Assign, or Delegate Ownership;

A. A HBN Consultant may not sell or assign his or her rights or delegate his or her position as a Consultant without written approval by HBN, which approval will not be unreasonably withheld. Any attempted sale, assignment, or delegation without such approval may be voided at the discretion of HBN;

B. Should the sale be approved by HBN, the Buyer assumes the position of the Seller at the current qualified title, but at the current “paid as” rank, at the time of the sale and acquires the Seller’s Downline;

C. To request corporate authorization for a sale or transfer of a HBN membership, the following items must be submitted to the HBN Compliance Department;

D. A Sale/Transfer of membership Form properly completed, with the requisite signatures;

E. A copy of the Sales Agreement signed and dated by both Buyer and Seller;

F. A HBN Consultant Agreement completed and signed by the Buyer;

G. Payment of the \$100 administration fee;

H. Any additional supporting documentation requested by HBN;

I. Any debt obligations that either Seller or Buyer may have with HBN must be satisfied prior to the approval of the sale or transfer by HBN.

J. A HBN Consultant who sells his or her membership is not eligible to re-enroll as a HBN Consultant in any organization for six (6) full calendar months following the date of the sale except as otherwise expressly set forth in these Policies and Procedures.

11.7 Separating a HBN Business;

A. Pending a divorce or dissolution of a partnership or other business entity, the parties must adopt one of the following methods of operation:

I. One of the parties may, with the written consent of the other(s), operate the HBN business whereby the relinquishing Spouse, shareholders, partners, members or trustees authorize HBN to deal directly and solely with the other Spouse, non-relinquishing shareholder, partner, member or trustee;

II. The parties may continue to operate the HBN business jointly on a “business as usual” basis, whereupon all compensation paid by HBN will be paid in the name designated as the Consultant or in the name of the entity to be divided, as the parties may independently agree between them.

If no name is stipulated, HBN will pay compensation to the name on record and in such event, the Consultant named on the account shall indemnify HBN from any claims from the other business owner(s) or the other Spouse with respect to such payment.

B. HBN recognizes only one Downline organization and will issue only one commission check per HBN business per commission cycle. Under no circumstances will the Downline of an organization be divided, nor will HBN split commission and/or bonus checks.

C. If a relinquishing Spouse, partner or owner of the business has completely relinquished (“Relinquishing Party”), in writing, all rights to the original HBN business, he or she may immediately thereafter re-enroll under the Sponsor and Placement of his or her choice. In such cases, however, the Relinquishing Party shall have no rights to, and shall not solicit, any Consultant or active Customer in the former organization, and must develop a new business in the same manner as any other new HBN Consultant. A Consultant in the Relinquishing Party’s former Downline who wishes to transfer to the Relinquishing Party’s new organization or to any other organization, must comply with the requirements in Section 13.5.

11.8 Succession;

A. Upon the death or incapacity of a Consultant, the Consultant’s business may be passed on to his or her legal successors in interest (successor). Whenever a HBN business is transferred by will or other testamentary process, the successor acquires the right to collect all bonuses and commissions of the deceased Consultant’s sales organization. The successor must:

I. Complete and sign a new HBN Consultant Agreement;

II. Comply with the Terms and provisions of the Consultant Agreement; and

III. Meet all the qualifications for the last rank achieved by the former Consultant.

B. Bonus and commission checks of a HBN business transferred based on this section will be paid in a single check to the successor. The successor must provide HBN with an “address of record” to which all bonus and commission Payments will be sent. Payments will be based on the current performance of the membership, not the highest rank or volume achieved.

C. If the business is bequeathed to joint devisees (successors), they must form a business entity and acquire a Federal taxpayer identification number. HBN will issue all bonus and commission payments and one 1099 Miscellaneous Income Tax form to the managing business entity only.

D. Appropriate legal documentation must be submitted to HBN Compliance Department to ensure the transfer is done properly. To affect a testamentary transfer of a HBN business, the successor must provide the following to HBN Compliance Department:

- I. A certified copy of the death certificate; and
- II. A notarized copy of the will or other appropriate legal documentation establishing the successor’s right to the HBN business.

E. To complete a transfer of the HBN business because of incapacity, the successor must provide the following to the HBN Compliance Department:

- I. A notarized copy of an appointment as trustee;
- II. A notarized copy of the trust document or other appropriate legal documentation establishing the trustee’s right to administer the HBN business; and
- III. A completed Consultant Agreement executed by the trustee.

F. If the successor is already an existing Consultant, HBN will allow such Consultant to keep his or her own membership plus the inherited membership active for up to six (6) months. By the end of the 6-month period, the Consultant must have compressed (if applicable), sold or otherwise transferred either the existing Consultant or the inherited membership.

G. If the successor wishes to terminate the HBN membership, he or she must submit a notarized statement stating the desire to terminate the membership, along with a certified copy of the death certificate, appointment as trustee, and/or any other appropriate legal documentation. Upon written request, HBN may grant a one (1) month bereavement waiver and pay out at the last “paid as” rank.

11.9 Resignation/Voluntary Termination;

A. A Consultant may immediately terminate his or her membership by submitting a written notice or email to the HBN Compliance Department compliance [at]HBNaturals.com.

The written notice must include the following:

- I. The Consultant’s intent to resign;

- II. Date of resignation;
- III. HBN Identification Number;
- IV. Reason for resigning; and
- V. Signature.

B. A HBN Consultant may not use resignation as a way to immediately change Sponsor and Placement. Instead, the Consultant who has voluntarily resigned is not eligible to reapply for a membership or have any financial interest in or any HBN business for six (6) months from the receipt of the written notice of resignation.

11.10 Involuntary Termination;

A. HBN reserves the right to forward to Kevin Thompson of Thompson Burton PLLC recommendation to terminate a Consultant for, but not limited to, the following reasons:

- I. Violation of any Terms or Conditions of the Consultant Agreement;
- II. Violation of any provision in these Policies and Procedures;
- III. Violation of any provision in the Income Opportunity;
- IV. Violation of any applicable law, ordinance, or regulation regarding the HBN business;
- V. Engaging in unethical business practices or violating standards of fair dealing; or
- VI. Returning over \$500 worth of products, services and/or sales tools for a refund within a twelve (12) month period.

B. HBN will notify the Consultant in writing by certified mail; return receipt requested or overnight documented mail, at his or her last known address of its intent to terminate the Consultant and the reasons for termination. The Consultant will have fifteen (15) calendar days from the date of mailing of such notice to respond in writing to the allegations or claims constituting cause for termination as stated in the notice. HBN will then have thirty (30) calendar days from the date of receipt of the Consultants' response to render a final decision as to termination.

C. If a decision is made by HBN to terminate the Consultant, HBN will inform the Consultant in writing that the Consultant is terminated effective as of the date of the written notification. The Consultant will then have fifteen (15) calendar days from the date of mailing of such notice to appeal the termination in writing. HBN must receive the Consultant's written appeal within twenty (20) calendar days of the date of the HBN termination letter. If the written appeal is not received within this time period, the termination will be considered final.

D. If the Consultant does file a timely appeal of termination, HBN will review its decision, along with any other information it may deem relevant, reconsider any other appropriate action, and notify

the Consultant of its decision. The decision of the HBN Compliance Department is then considered final and not subject to further review.

E. If the termination is not rescinded, the termination will be effective as of the date of the original termination notice by HBN. The former Consultant shall thereafter be prohibited from using the names, marks or signs, labels, stationery, advertising, or business material referring to or relating to any HBN products or services. HBN will notify the active Upline Sponsor within ten (10) days after termination. The organization of the terminated Consultant will “roll up” to the active Upline Sponsor on record.

F. The HBN Consultant who is involuntarily terminated by HBN may not reapply as a Consultant, either under his or her present name or any other name or entity, without the express written consent of an officer of HBN, following a review by the HBN Compliance Committee. In any event, such Consultant may not re-apply for a membership for twelve (12) months from the date of termination.

11.11 Effect of Cancellation;

A. Following a Consultant’s cancellation for inactivity or voluntary or involuntary termination (collectively, a “cancellation”) such Consultant:

- I. Shall have no right, title, claim or interest to any commission or bonus from the sales generated by the Consultant’s former organization or any other payments in association with the Consultant’s former independent membership;
- II. Effectively waives any and all claims to property rights or any interest in or to the Consultant’s former Downline organization;
- III. Shall receive commissions and bonuses only for the last full pay period in which he or she was active prior to cancellation, less any amounts withheld during an investigation preceding an involuntary cancellation, and less any other amounts owed to HBN.

12.0 SANCTIONS

12.1 Imposition of Action – Purpose;

A. It is the spirit of HBN that integrity and fairness should pervade among its Consultants thereby providing everyone with an equal opportunity to build a successful business. Therefore, HBN reserves the right to impose sanctions at any time, when it has determined that a Consultant has violated the Agreement or any of these Policies and Procedures or the Income Opportunity as they may be amended from time to time by HBN.

12.2 Consequences and Remedies of Breach;

A. Actions may include one or more of the following:

- I. Monitoring a Consultant’s conduct over a specified period of time to assure compliance;

- II. Issuance of a written warning or requiring the Consultant to take immediate corrective action;
- III. Imposition of a fine (which may be imposed immediately or withheld from future commission payments) or the withholding of commission payments (“Commission Hold”) until the matter causing the Commission Hold is resolved or until HBN receives adequate additional assurances from the Consultant to ensure future compliance;
- IV. Suspension from participation in Company or Consultant events, rewards, or recognition;
- V. Suspension of the HBN Consultant Agreement and membership for one or more pay periods;
- VI. Involuntary termination of the Consultant’s Agreement and membership;
- VII. Any other measure which HBN deems feasible and appropriate to justly resolve injuries caused by the Consultant’s Policy violation or contractual breach; OR
- VIII. Legal proceedings for monetary or equitable relief;

13.0 DISPUTE RESOLUTION

13.1 Grievances;

- A. If a HBN Consultant has a grievance or complaint against another Consultant regarding any practice or conduct relating to their respective HBN businesses, he or she is encouraged to resolve the issue directly with the other party. If an agreement cannot be reached, it must be reported directly to the HBN Compliance Department as outlined below in this Section.
- B. The HBN Compliance Department will be the final authority on settling such grievance or complaint and its written decision shall be final and binding on the Consultant involved.
- C. HBN will confine its involvement to disputes regarding HBN business matters only. HBN will not decide issues that involve personality conflicts or unprofessional conduct by or between Consultants outside the context of a HBN business. These issues go beyond the scope of HBN and may not be used to justify a Sponsor or Placement change or a transfer to another HBN organization.
- D. HBN does not consider, enforce, or mediate third party agreements between Consultants, nor does it provide names, funding, or advice for obtaining outside legal counsel.
- E. Process for Grievances:
 - I. The HBN Consultant should submit a written letter of complaint (e-mail will not be accepted) directly to the HBN Compliance Department. The letter shall set forth the details of the incident as follows:

- a. The nature of the violation;
- b. Specific facts to support the allegations;
- c. Dates;
- d. Number of occurrences;
- e. Persons involved; and
- f. Supporting documentation.

II. Upon receipt of the written complaint, HBN will conduct an investigation according to the following procedures:

- a. The Compliance Department will send an acknowledgment of receipt to the complaining Consultant;
- b. The Compliance Department will provide a verbal or written notice of the allegation to the Consultant under investigation. If a written notice is sent to the Consultant, he or she will have ten (10) business days from the date of the notification letter to present all information relating to the incident for review by HBN.
- c. The Compliance Department will thoroughly investigate the complaint, consider all the submitted information it deems relevant, including information from collateral sources. Due to the unique nature of each situation, determinations of the appropriate remedy will be on a case by case basis, and the length of time to reach a resolution will vary.
- d. During the course of the investigation, the Compliance Department will only provide periodic updates simply stating that the investigation is ongoing. No other information will be released during this time. Consultant calls, letters, and requests for “progress reports” during the course of the investigation will not be answered or returned.
- e. HBN will make a final decision and timely notify the HBN Consultant involved.

13.2 Arbitration;

A. Any controversy or claim arising out of or relating to the HBN Consultant agreement, these Policies and Procedures, or the breach thereof, the Consultant’s business or any dispute between HBN and the Consultant, shall be settled by binding and confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any such arbitration shall be held in Morrow, Ohio. There shall be one arbitrator, who shall have expertise in business law

transactions and who shall be knowledgeable in the direct selling industry, selected from a panel provided by the American Arbitration Association.

B. The prevailing party in any such arbitration shall be entitled to receive from the losing party, all costs and expenses of arbitration, including reasonable attorney's fees and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to judgment in any court of competent jurisdiction.

C. This agreement to arbitration shall survive any termination or expiration of the Consultant agreement.

D. Nothing in these Policies and Procedures shall prevent HBN from applying for or obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect HBN interests or its Confidential Information prior to, during or following the filing of an arbitration or other proceeding, or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

E. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

F. These Policies and Procedures and any arbitration involving a Consultant and HBN shall be governed by and construed in accordance with the laws of the state of Ohio, without reference to its principles of conflict of laws.

13.3 Severability;

A. If any provision of these Policies and Procedures is found to be invalid, or unenforceable for any reason, only the invalid provision shall be severed. The remaining terms and provisions hereof shall remain in full force and shall be construed as if such invalid or unenforceable provision never had comprised a part of these Policies and Procedures.

13.4 Waiver;

A. Only an officer of HBN can, in writing, affect a waiver of the HBN Policies and Procedures. HBN's waiver of any particular breach by a Consultant shall not affect HBN's rights with respect to any subsequent breach, nor shall it affect the rights or obligations of any other Consultant.

B. The existence of any claim or cause of action of a Consultant against HBN shall not constitute a defense to HBN's enforcement of any term or provision of these Policies and Procedures.

13.5 Successors and Claims;

A. The agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

14.0 GOVERNING LAW

A. These Policies and Procedures shall be governed by and construed in accordance with the Laws of the State of Ohio and the exclusive jurisdiction of the United States courts.