

## **HelixLife International LLC Policies and Procedures**

Rev3 – January 28, 2020 © Copyright 2020 by HelixLife International LLC

### **SUMMARY OF POLICIES AND PROCEDURES**

Purpose of the Summary:

The following summary of the HelixLife International LLC Policies and Procedures provides a brief overview of certain key points. It is intended as a point of reference only; it is not a complete statement of Policies and Procedures and should not be used as a substitute for them. Independent Promoters (hereinafter referred to as "IP's") are required to read and adhere to the terms of the HelixLife International Full and Complete Policies and Procedures (which follow beginning at Page 7). In the event of any dispute or grievance, the full text of these Policies shall govern.

#### Section 1 - Introduction

Every HelixLife International LLC IP must understand that the Policies and Procedures are part of his/her Promoter's Agreement with HelixLife International LLC (hereinafter referred to as "HelixLife"). The "Promoter's Agreement" expressly incorporates the Policies and Procedures, Promoter's Online Application, and the Helix Rewards Pay Plan. As such, the Promoter's Agreement establishes the rules governing the conduct of business between HelixLife and IPs.

#### Section 2 – Independent Promoters' Bill of Rights

HelixLife is a company founded on a belief that cooperation between the Company and its Promoters builds trust, unity and synergy. Part of this philosophy is found in our Independent Promoters' Manifesto. An IP Board of Representatives is mandated as well as specific framework to ensure that all decisions involving product and compensation are brought before this Board for review and input. IP suspensions and terminations under the infractions listed in this Policies and Procedures are handled in a manner involving the Compliance Team, which is comprised of the HelixLife Compliance Officer and selected members of the Board. Other practices are outlined.

#### Section 3 - Becoming an Independent Promoter (IP)

A prospective IP must enroll online, review the HelixLife International Full and Complete Policies and Procedures and purchase the required HelixLife Promoter Kit ("Promoter Kit"). Specific eligibility requirements are found in the body of the Policies and Procedures. "

#### Section 4 – Operating a HelixLife IP Business

IPs must have integrity and conform to the standards of conduct described in Section 3. The following is a brief synopsis of the most critical aspects of these Policies.

Adherence to HelixLife Policies and the Law:

a) IPs must adhere to the Policies and Procedures of the Promoter's Agreement, as well as all laws, regulations, and ordinances.

b) Promoting the Helix Rewards Plan in any manner that is inconsistent with the Plan, as specifically set forth in official HelixLife International LLC literature, is prohibited.

c) Advertising: Only Manager level and above IPs may produce individual sales and marketing aids for use in promoting their HelixLife businesses; however, they must obtain HelixLife International LLC's prior written approval before using created promotional items.

d) IPs must direct all media inquiries to HelixLife's corporate office; IPs are advised not to discuss HelixLife International LLC with the media.

e) IPs are not permitted to use HelixLife International LLC's trademarks or copyrighted materials without first obtaining HelixLife's written permission.

f) IPs must make legal and honest sales statements in promoting HelixLife's products and programs.

g) IPs may not make income claims or claims about the benefits of HelixLife products other than those specifically contained in HelixLife literature or on the HelixLife company website.

h) Sales and Enrollment Activities:

1) Commercial retail establishments: IPs may display and sell **HelixLife** products in commercial outlets where the IP personally mans the outlet. **HelixLife** products may not be displayed together with other competing products that are similar or sold through other companies.

2) Internet Marketing and Website Policy:

a. Upon joining, every HelixLife IP will receive an officially licensed replicated website platform.

b. Every IP must ensure that any online activities are not deceptive nor misleading to any prospective Customer or Promoter. Any internet-based systems or methods that are deceptive in any way will not be tolerated. This will include but not be limited to any advertising or promotions that seem to originate from Official Company Offices or websites or email addresses or indicate in any manner that the IP is a Company Official or Representative. SPAM linking, SPAM blogging, contrived SEO (search engine optimization) methods and any click through advertising that appears to lead to an official HelixLife website will not be tolerated. Determination as to whether or not any internet activities are deceptive or misleading will be at HelixLife's sole discretion.

c. No IP may register or utilize any email addresses, website domain names or other online identities that could be misleading or cause confusion by leading others to believe that the communication is originating from HelixLife International LLC corporate offices, its corporate officials or its employees. Any use of the HelixLife name must be followed or preceded by the words: Independent Promoter. As an example: Jim\_IndependentPromoter\_HelixLife@yahoo.com would be acceptable; Jim\_HelixLife@gmail would not be acceptable. Violations of this policy will be grounds for immediate disciplinary action.

d. IPs may not advertise or offer for sale any HelixLife products or services on any internet auction, wholesale or classified services website, such as Amazon, eBay or Craigslist.

e. No IP shall any State or Federal "Do Not Call" registry. Any such activity will result in termination and may result in additional civil or criminal charges against the IP.

f. Any websites used for marketing HelixLife products, services or opportunity of any type other than the official company provided replicated website system must be approved in writing by the Compliance Team before commencing.

g. The IP is solely responsible and liable for website content, claims, messaging and information and must also ensure that the information accurately represents the HelixLife brand and adheres to all policies. The HelixLife Compliance Team shall have sole discretion in evaluating all online marketing uses to determine if methods and systems used are in compliance with policy.

h. Social media websites and systems may be used to promote the HelixLife products and opportunity, but you must also:

1. Prominently identify yourself as an Independent Promoter of HelixLife in the marketing and provide a link to your official HelixLife replicated website;

2. Only use approved images and content;

3. Adhere to the branding, trademark and image usage policies;

4. Agree to make updates and changes as may be required by future HelixLife requirements and policies.

3) Displays at trades shows and expositions are only permissible upon prior company written approval from the HelixLife Compliance Department.

4) Representing that any governmental agency (national or international) has approved of or endorsed HelixLife, its products or its equipment **is** prohibited.

5) IPs may engage in enrollment and sales activities only in countries in which HelixLife is officially operating.

6) HelixLife products must be sold in their original containers. IPs must not alter the packaging or labeling in any way.

7) HelixLife Promoters Services: IPs are not employees of HelixLife. IPs are independent contractors and must pay their own taxes as well as make appropriate contributions to any state, federal, territorial, or provincial unemployment or worker's compensation fund.

8) IPs cannot sell, assign, or transfer their business to any third party without HelixLife's written approval – this approval will not be unreasonably withheld. The business must attain the rank of Manager, earn a minimum of \$5,000 and show full qualification and activity for a period of at least six months prior to the suggested transfer date before the position is eligible for transfer.

a. In the event of a divorce between spouses operating an IP business or the dissolution of a business entity operating the same, the parties involved must determine who will be the recipient of the business. HelixLife will not divide businesses or split commissions.

b. A HelixLife business may be transferred by will or another testamentary instrument.

i) Promoters' Relationships and Interactions:

1) IPs must not persuade or otherwise encourage or facilitate other IPs to change lines of sponsorship or placement.

2) IPs may be allowed to transfer lines of sponsorship only under very specific conditions:

a. Wait six (6) calendar months after voluntary cancellation before re-enrolling under a new line of sponsorship;

b. Cancel the original IP Agreement in writing, be completely inactive for six (6) consecutive calendar months, then re-enroll under a new line of sponsorship. Any and all IP downline organization previously created will remain under the first original sponsor.

j) Protection of Trade Secrets and Noncompetition:

- 1) The identity of HelixLife's IPs is a proprietary trade secret. IPs must not disclose or distribute any HelixLife Downline Genealogy Report to any third party.
- 2) IPs may not recruit or enroll any other HelixLife IPs, not personally enrolled, into another direct sales, multilevel marketing, or network marketing business.
- 3) IPs must not promote any other opportunity in conjunction with a HelixLife event.
- 4) Sales of products competing with those of HelixLife to HelixLife IPs or Customers are prohibited.
- k) Targeting Other Direct Sales Companies: Should an IP engage in any solicitation and/or enticement of members of another direct sales company in an effort to either recruit or sell HelixLife products, he/she bears the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an IP alleging that he/she engaged in inappropriate recruiting activity of its sale force of clients, HelixLife will not pay any of the IP's defense costs or legal fees, nor will HelixLife indemnify the IP for any judgment, award, injunction or settlement.

#### Section 5 - Responsibilities of IPs and Sponsors

IPs are obligated to perform a bona fide supervisory function to ensure that their respective Downline Organizations are properly operating their HelixLife business. IPs must train, motivate, and supervise their Downline IPs and continue to promote sales by generating new customers and servicing their existing customers. IPs should report any observed violations of the Promoter's Agreement to their upline IP Executive.

#### Section 6 - Sales Requirements

Product and equipment sales to end consumers are the driving force behind the HelixLife program. The purchase of more inventory than an IP can reasonably resell or personally consume is strictly prohibited. IPs must resell at least, seventy percent (70%) of their product or equipment orders to customers or end users before purchasing more product or equipment. IPs must develop at least two (2) active Retail Customers every three (3) months. IPs must provide Retail Customers with a dated sales receipt at the time of delivery of merchandise. IPs are free to sell HelixLife products at whatever retail price they choose; HelixLife's suggested retail price is a recommendation only. IPs may not advertise in any media, electronic, print or otherwise, a HelixLife equipment or product selling price that is less than the company's suggested retail. IPs may not advertise total price reducing discounts involving "Free Shipping" or other similar incentives. HelixLife's products may not be sold by any IP on any online mass merchandiser or auction site (as in Section 3, part X, item B4 above).

#### Section 7 - Bonuses and Commissions

IPs will be paid sales commissions and bonuses on a weekly and monthly basis as long as they qualify for commissions and bonuses under the HelixLife Rewards Plan and comply with the terms and conditions of their IP Agreement. Commissions and bonuses are the result of product sales. Accordingly, commissions and bonuses will be adjusted when merchandise is returned for a refund. The sales volume attributable to returned product will be deducted from the upline IPs' Sales Volume either prior to or within the first two weeks from when the refund is given. If a sale is made and placed in an incorrect IP website, the selling IP is given 14 days from the date of purchase to resolve this matter by contacting Customer Service. The matter will be researched and upon approval, BV, Commissions and Bonuses will be adjusted accordingly.

#### Section 8 - Product Guarantees, Returns, and Inventory Repurchase

HelixLife International LLC warrants the quality of its products and will exchange any damaged or defective merchandise. HelixLife offers a 30-day, 100%, money-back refund on merchandise\* sold to Retail Customers directly by IP and to Preferred Customers who purchase online through an official HelixLife website. IPs are also offered a 30-day, 100%, money-back guarantee on merchandise\* when returned to the company in like new re-saleable condition. Returns for refunds in excess of \$75.00 by an IP may result in a 6-month suspension of his/her promoter account. All returns must be pre-authorized

through HelixLife's RMA process. The products must include a copy of the Purchase Receipt emailed at time of purchase and be in original packaging. Resigning IPs may be entitled to additional buy-back provisions – see paragraph 8.2.3. All refunds are issued back to the original credit/debit card with which the product was purchased. Refunds are issued after the merchandise is received back and inspected by HelixLife. It usually takes 1-2 billing cycles for a credit to appear on a credit card statement. In the case of a money order, cashier's or personal check used for payment, refund will be issued via a company check after merchandise is received back and inspected by HelixLife. All transactions are based upon the U.S. Dollar. HelixLife is not responsible for fluctuating exchange rates. HelixLife International LLC reserves the right to deny any return.

\*Any *Helix Energizer Water System* return is limited to within 14 days of the original purchase.

#### Section 9 - Dispute Resolution and Disciplinary Proceedings

IPs should attempt to resolve their own field related and organization disputes or seek assistance from their upline Executive IP Advisory Board Member first. If the upline leadership cannot resolve the problem, the upline Executive should send a written complaint to HelixLife's Compliance Department.

#### Section 10 - Ordering

Specific instructions on ordering HelixLife products are contained in Section 10 of these Policies. Refer to this section for answers to specific questions regarding ordering procedures, back-order policies, order confirmation, and payment methods. IPs must report errors on commissions and orders to the Promoter Support Department ("IP Support") within fourteen (14) days of the date of the error. IPs must also update their online account for all account changes, such as a change of address, email address, telephone contact information or the addition of a spouse to an application. IP Support should be contacted in writing through an emailed support ticket generated from the IP's personal online office (the Contact Admin tool). Changes involving IP name, identification and tax and/or business classification can only be accomplished with written request and special company forms and/or supporting documentation as may be required.

#### Section 11 - Payment & Shipping

HelixLife products and equipment may be purchased with cashier's checks, money orders, credit cards and other approved electronic payment methods.

#### Section 12 – Promoter Services

IPs should refer questions pertaining to accounts, orders, enrollments, Downline Organizations, or the HelixLife Rewards Plan to the IP Support Department.

#### Section 13 - Inactivity and Cancellation Policies

The IP agreement may be canceled voluntarily by the Promoter, or involuntarily by HelixLife. A Promoter or Dealer may voluntarily cancel his/her IP account where he/she (1) fails to pay the annual renewal fee; or (2) gives HelixLife written notice at any time, requesting that HelixLife cancel the IP's account. HelixLife may involuntarily cancel an IP's account if the IP violates any section of the IP Agreement.

#### Section 14 - Definitions

Know the terms and phrases used in these Policies and Procedures, the HelixLife Rewards Plan, and the Promoter's Agreement.

\*NOTE: Full and Complete Policies and Procedures starts below on next page.

## **HELIXLIFE INTERNATIONAL FULL AND COMPLETE POLICIES AND PROCEDURES – © Jan. 2020**

### **Section 1 - Introduction**

#### 1.1 Policies Incorporated into the Independent Promoter's (IP) Agreement.

These Policies and Procedures, in their present form and as amended from time to time at HelixLife's discretion, are incorporated into the HelixLife IP Agreement. It is the responsibility of each Independent Promoter (hereinafter referred to as "IP") to read, understand, adhere to, and ensure that he/she is aware of and operating under the most current version of these Policies and Procedures. The most current version of the Policies and Procedures will be posted on the company website for continuing review by each IP.

#### 1.2 Purpose of Policies

To clearly define the relationship that exists between IPs and HelixLife International LLC (hereinafter referred to as "HelixLife"), and to explicitly set a standard for acceptable business conduct, HelixLife has established the IP Application and Agreement, these Policies and Procedures, and the Helix Rewards Plan (collectively hereinafter referred to as the "IP Agreement"). More precisely, the IP Agreement sets forth the respective rights and responsibilities of HelixLife and the IP in the sale of products to IPs and their customers, and the activities relating to the enrollment and training of downline IPs. Additionally, to assist IPs in building their businesses, to protect those independent businesses, and to safeguard the opportunities that HelixLife offers to everyone, the IP Agreement establishes certain limits to ensure that IPs do not inadvertently step outside the bounds of permissible and proper conduct. HelixLife IPs are required to comply with all the terms and conditions set forth in the IP Agreement, which HelixLife may amend from time to time, as well as all laws and regulations governing IPs' distributorships and IP conduct. HelixLife honors all federal, state, provincial, territorial, and local laws and regulations governing good business practices and requires HelixLife IPs to do the same. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and understand these Policies and Procedures. Please review the information in this manual carefully. It explains and governs the relationship between you as an IP and the Company.

#### 1.3 Changes to the IP Application and Agreement, Policies and Procedures, or HelixLife Rewards Plan

Because federal, state, provincial, territorial, and local laws, as well as the business environment, periodically change, HelixLife reserves the right to amend the terms and conditions of the IP Agreement, as well as its prices and payouts from time to time, at its sole discretion.

By enrollment through the HelixLife online system or by any acceptance of Commissions or bonuses, an IP agrees to abide and be legally bound by all amendments or modifications that HelixLife elects to make. Notification of amendments shall be published in official HelixLife materials and posted on the company website.

Amendments shall be effective upon posting of the changes on the company website, which is available to all active IPs. The continuation of an IP's HelixLife Promoter Business or an IP's acceptance of Bonuses or Commissions constitutes acceptance of any and all amendments.

#### 1.4 Delays

HelixLife shall not be responsible for delays and failures in performing its obligations when the Company cannot complete its obligations due to circumstances beyond the Company's reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of product supply, late parts or product delivery, or government decrees or orders.

#### 1.5 Policies and Provisions Severable

If any provision of the IP Agreement as it currently exists or as may be amended is found to be invalid, illegal, or unenforceable for any reason, only the invalid provision will be severed from the IP Agreement; the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, illegal or unenforceable provision never comprised a part of the IP Agreement.

## 1.6 Waiver

HelixLife never forfeits its right to insist on IP compliance with the IP Agreement or with the applicable laws and regulations governing business conduct. HelixLife's failure to exercise any right or power under the IP Agreement or to insist upon strict IP compliance with any obligation or provision thereof, shall not constitute a waiver of HelixLife's right to demand exact compliance with the IP Agreement. A waiver by HelixLife can be affected only in writing by an authorized officer of HelixLife. HelixLife's waiver of any particular default by an IP shall not affect or impair HelixLife's rights with respect to any subsequent default, nor shall it affect in any way the rights or obligations of any other IP. Nor shall any delay or omission by HelixLife to exercise any right arising from default affect or impair HelixLife's rights as to that or any subsequent default.

## **Section 2 - Promoter Bill of Rights**

Our network marketing industry is built upon a volunteer force of independent promoters who build their businesses with their own assets and risks and the companies that shall endure and grow will do so, based on those promoters continuing to choose to become and remain involved. We as a team, both Company and Promoters, commit to a framework that will create a stronger relationship under the following processes:

2.1 A Promoters' Board of Representatives shall be created in January 2020 and thereafter at the beginning of every calendar year to ensure that the IPs as a whole have proper representation in helping to guide the Company in matters which affect their livelihood. This Board shall consist of the top four highest earning, full-time Executive level IPs during the previous calendar year and one Company representative for a total of five members. Those IPs not wishing to assume the post shall have the right to appoint a permanent representative in their behalf from their downline organization. This appointee must be approved by the current Board and be an active IP within the HelixLife system.

2.2 All decisions made by the company which materially affect the IP force as to product and compensation or the timely delivery thereof shall be formally discussed with the Promoters' Board of Representatives prior to their implementation with every effort given to reach an equitable and profitable outcome for all.

2.3 IPs retain sole and complete ownership interests in their Promoter Business and as such may sell or bequeath their Promoter Business to anyone they choose and for any amount to which the parties agree. The business must first achieve a rank of Manager, earn a minimum of \$5,000 and show full qualification and activity for a period of at least six months prior to the suggested transfer application date. The company must approve the sale in writing, this approval not to be unreasonably withheld. Full disclosure/request for approval of such sales will be made to the HelixLife Compliance Officer a minimum of 15 days prior to the proposed transaction.

2.4 No IP shall be terminated by the Company or their commission payments withheld for any reason without a discussion with the Promoter Board of Representatives and input from the Compliance Team (a joint task force involving the HelixLife Compliance Officer and selected IP Board Members), subject to substantiated violations of policies contained in this Policies and Procedures. The Compliance Team must within reason enforce in full and exercise appropriate punishments thereof according to the Policies and Procedures.

2.5 No Corporate Trainer, Field Trainer or company spokesperson outside of company owners ever shall be appointed over the field without discussion with the Promoter Board of Representatives.

## **Section 3 - Becoming an Independent Promoter (IP)**

3.1 Requirements to Become an Independent Promoter (IP).

To become a HelixLife IP, each applicant must:

- a) Be of the age of majority in his/her state, province, or territory of residence;
- b) Reside in the United States, a territory thereof, or any other geographic area that HelixLife has approved for business;
- c) Have a valid U.S. Social Security, Federal Tax ID Number, Canadian Social Insurance Number or a valid Tax ID number/designation as issued by the government of any other country where HelixLife is officially conducting business;
- d) Purchase a HelixLife Promoter Kit and thoroughly review its contents;
- e) Review and agree to be bound by the HelixLife Policies and Procedures; and
- f) Submit a properly completed online enrollment form through the official website of their sponsor. The company reserves the right to reject any applications for new IPs or applications for reinstatement.

### 3.2 HelixLife Promoter Kit

No person is required to purchase HelixLife equipment or products to become an IP. To familiarize new IPs with HelixLife equipment, products, services, sales techniques, sales aids, and other matters, the company requires that new IPs purchase an official HelixLife Promoter Kit. The Promoter Kit includes a customizable, replicated official e-commerce website for 12 months, optional text notification platform, IP Personal Online Office access for 12 months, digital marketing resources and online social media exposure tools. Because this unique marketing and training platform comes together with 12 months' worth of hosting services and company support services, the fee for the purchase of this platform will not be refunded for any reason.

The Promoter Kit cost is not a service or franchise fee, but rather is solely to offset costs incurred by the company for website programming, annual hosting, ongoing updates, company-provided IP Support, informational materials and business tools which are provided for an IP to market HelixLife products and build a HelixLife business.

#### 3.2.1 Email Correspondence

HelixLife operates as an internet company; its primary means of communication with each IP is via email. Each IP is responsible to monitor his/her own online business. An IP who opts out of receiving HelixLife's email must be accountable for this action and hold HelixLife harmless for any loss due to the lack of communication.

### 3.3 Identification and Member Usernames

HelixLife requires IPs to provide their Social Security or Federal Taxpayer Identification Number upon enrollment through the online system. HelixLife uses this number to identify IPs for tax purposes only.

A unique Member Username is chosen by each IP and Preferred Customer and issued by HelixLife's online system at enrollment. These names are used to place orders and to track commissions and bonuses.

### 3.4 New IP Registration by the online system

A Sponsor or the new IP applicant must use the HelixLife Online system to enroll and receive a Member Username and to receive authorization for a new Promoter Business. The enrollee must provide the online system with all the necessary IP Application and Agreement information. An IP will receive an official HelixLife Website Package immediately upon payment acceptance and approval. HelixLife will ship any new optional equipment or product ordered to the new IP. The new IP will have all the rights and privileges of a HelixLife IP for a period of 12 months upon which the IP may renew his/her Promoter Business for the next 12 months and so on. IPs must have an active, valid email address to participate in HelixLife.

### 3.5 Minors



A person who is recognized as a minor in his/her place of residence may not be a HelixLife IP. There may be possible exceptions to this rule, subject to local law and involving written authorization from the minor's legal guardian.

### 3.6 IP Benefits

Once HelixLife accepts an IP's Application and Agreement, the benefits of the HelixLife Rewards Plan and the IP Agreement are available to the new IP. These benefits include the right to:

- a) Purchase HelixLife products and services at special prices and during exclusive promotions (where applicable and as available);
- b) Retail (sell) HelixLife products or services and profit from these sales, both in person from existing inventory and remotely through the IP website;
- c) Participate in the HelixLife Rewards Plan (receive bonuses and commissions, if eligible);
- d) Sponsor other individuals as IPs into the HelixLife business and thereby build a Downline Sales Organization and progress through the HelixLife Rewards Plan achievement levels;
- e) Receive HelixLife updates and other HelixLife communications;
- f) Participate in HelixLife sponsored support, service, training, motivational, and recognition functions upon payment of appropriate charges, if applicable; and
- g) Participate in promotional and incentive contests and programs sponsored by HelixLife for its IPs.

### 3.7 Renewal of an IP's Promoter Business

HelixLife charges IPs an annual distributorship renewal fee of \$35. HelixLife will send renewal notices to the IP's email address on file 30 days prior to site expiration with instructions on how to make payment by credit card. IPs without a credit card must renew by mail with a Money Order only. Payment must be received by HelixLife prior to the renewal date to prevent loss of downline sales organization and any accrued Business Volume (BV). The payment of the annual renewal fee will:

- a) Automatically renew your HelixLife Website Package;
- b) Renew your IP Agreement and maintain your line of sponsorship and any downline sales organization; and
- c) Continue your entitlement to participate in HelixLife's Rewards Plan; purchase HelixLife products; enjoy HelixLife service support programs; participate in company promotions, contests, and recognition, and attend Company events with appropriate fee.

#### 3.7.1 Failure to Renew

Failure by an IP to pay the annual renewal fee due in a timely fashion will render the IP's official website inactive and BV will cease to accumulate for this Promoter business. Sometime after this, the distributorship will be terminated, and any BV accrued previously will be permanently lost. Once accrued BV is lost, it cannot be regained.

## **Section 4 - Operating a HelixLife Promoter Business**

### 4.1 Adherence to the HelixLife Rewards Plan

IPs must adhere to the terms of the HelixLife Rewards Plan as set forth in the official HelixLife company website and other materials. IPs shall not offer the HelixLife opportunity through any method of marketing that uses any non-company approved materials, including electronic media, internet-based media, printed media or otherwise.

## 4.2 Advertising

### 4.2.1 In General

IPs shall safeguard and promote the integrity and reputation of HelixLife, its equipment, products and officers and employees in conducting their businesses. IP marketing and promotion of HelixLife, the HelixLife opportunity, the HelixLife Rewards Plan, and HelixLife's products shall be consistent with the public interest and must avoid all discourteous, deceptive, misleading, illegal, unethical or immoral conduct or practices.

Only Manager and above level IPs may produce individual sales, marketing, and support materials to promote their HelixLife businesses providing they receive written approval from the company. All other IPs may only use sales aids and support materials produced or approved by HelixLife. Sales, marketing, and support materials include, but are not limited to; the official website system and its contents, training and recruiting information, brochures, flyers, pamphlets, posters, postcards, letters, classified advertisements, etc. promoting HelixLife's products and programs, as well as e-mail messages, voice mail message recordings, social media postings, and internet home pages and websites/ platforms used to publicize HelixLife, its products, services, or HelixLife Rewards Plan or any other form of advertising electronic or otherwise.

Any Manager level and above IP who desires to create his/her own promotional and marketing materials or website must submit a copy of the proposed materials to HelixLife for review and written approval before he/she may use the information to promote his/her business or the HelixLife opportunity. Upon receipt of the proposed promotional material, HelixLife will review the information to determine the appropriateness of the material's form and content. HelixLife will, within 14 days, promptly notify the IP in writing regarding the Company's decision to approve or disapprove the material for use in promoting and supporting his/her HelixLife business activities.

### 4.2.2 Television and Radio

IPs may advertise on television and radio subject to HelixLife's express approval, as in paragraph 4.2.1 above.

### 4.2.3 SPAM and Unauthorized Marketing Practices

No IP shall utilize SPAM marketing, nor may an IP violate any State or Federal "Do Not Call" registry. Any such activity will result in termination and may result in additional civil or criminal charges against the IP.

### 4.2.4 Media Inquiries

All IPs must immediately refer any and all media inquiries regarding HelixLife International LLC, its officers, shareholders, and employees to HelixLife. This policy is designed to assure accurate and consistent information to the public, as well as a proper public image.

### 4.2.5 Trademarks and Copyrights

a) The HelixLife name, logo, product names and images and any HelixLife materials and company website content as well as the HelixLife Website Package are proprietary trade names, trademarks, and service marks of HelixLife. As such, these marks are of great value to HelixLife and are supplied to IPs for their use only in an expressly authorized manner. Use of the HelixLife name on any item not produced by the company is prohibited except where it also contains the following required statement displayed in a prominent fashion underneath the HelixLife name:

IP's Name,

HelixLife International

Independent Promoter (or "Independent" IP rank)

b) All IPs may list themselves as an "Independent HelixLife International Promoter" in the white or yellow pages of the telephone directory under their own name. No IP may place telephone directory display ads using HelixLife's name or logo. IPs may not answer the telephone by saying "HelixLife", "HelixLife" or in any other manner that would lead the caller to believe that he/she has reached the corporate offices of HelixLife.

IPs may not record any HelixLife International function or event, or produce for sale any recorded company functions or events. IPs may not reproduce or copy any presentation, speech, conference call, or online webinar by any HelixLife International spokesperson, representative, speaker, officer, or other IP.

IPs may not reproduce, either for sale or personal use, any recording of company-produced audio or video presentations.

c) IPs may not publish or cause to be published in any printed or electronic media, the name, photograph or other image or likeness, copyrighted publications or other writings, or proprietary property of individuals who are associated with HelixLife International as spokespersons, officers, shareholders, or IPs without first obtaining written authorization from the individual and HelixLife.

#### 4.2.6 Free Offers and M.A.P. Policy

No product may be advertised in any fashion for an amount below the current company suggested retail price. "Free Offers" for other than official products to generate leads are allowed and are an exception to this provision.

#### 4.3 IP Claims and Representations

##### 4.3.1 Product Claims

No claims as to therapeutic or curative properties of any equipment or products offered by HelixLife may be made except those contained in official HelixLife literature. In particular, no IP may make any claim that HelixLife 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 are such claims in violation of the IP Agreement, but they also violate the laws and regulations of the United States and other jurisdictions.

##### 4.3.2 Income Claims

IPs may not make illegal income projections or income claims when presenting or discussing the HelixLife opportunity or HelixLife Rewards Plan to a prospective IP or customer.

Hypothetical income examples that are used to explain the operation of the HelixLife Rewards Plan, and which are based solely upon mathematical projections, may be made to prospective IPs, so long as the IP who uses such hypothetical examples makes clear to the prospective IP(s) that such earnings are hypothetical and are not typical.

#### 4.4 Commercial Outlets

IPs may display HelixLife products in commercial outlets where the IP personally mans the outlet. HelixLife products may not be displayed together with any competitor's products.

##### 4.4.1 Websites and Online Activities

HelixLife products and equipment may only be displayed online via the company's and the IP's official HelixLife websites. No other web pages may be used to display the HelixLife Products or Equipment unless pre-approved in writing by HelixLife.

- a) Upon joining, every HelixLife IP will receive an officially licensed replicated website platform.
- b) Every IP must ensure that any online activities are not deceptive nor misleading to any prospective Customer or Promoter. Any internet-based systems or methods that are deceptive in any way will not be tolerated. This will include but not be limited to any advertising or promotions that seem to originate from Official Company Office or websites or email addresses or indicate in any manner that the IP is a Company Official or Representative. SPAM linking, contrived SEO (search engine optimization) methods and any click through advertising that appears to lead to an official HelixLife website will not be tolerated. Determination as to whether or not any internet activities are deceptive or misleading will be at HelixLife's sole discretion.
- c) No IP may register or utilize any email addresses, website domain names or other online identities that could be misleading or cause confusion by leading others to believe that the communication is originating from HelixLife International LLC corporate offices, its corporate officials or its employees. Any use of the HelixLife name must be followed or preceded by the words: Independent Promoter. As an example: Jim\_IndependentPromoter\_HelixLife@yahoo.com would be acceptable; Jim\_HelixLife@gmail would not be acceptable. Violations of this policy will be grounds for immediate disciplinary action.
- d) IPs may not advertise or offer for sale any HelixLife products or services on any internet auction, wholesale or classified services website, such as Amazon, eBay or Craigslist.
- e) SPAM linking or SPAM blogging which is defined as multiple automatic submissions of the same or similar content into blogs, wikis, guest books, websites or other discussion boards and forums is not allowed. Any comments that IPs make on blogs, forums or guest books must be unique and informative.
- f) Any websites used for marketing HelixLife products, services or opportunity of any type other than the official company provided replicated website system must be approved in writing by the Compliance Team before commencing.

The IP is solely responsible and liable for website content, claims, messaging and information and must also ensure that the information accurately represents the HelixLife brand and adheres to all policies. The HelixLife Compliance Team shall have sole discretion in evaluating all online marketing uses to determine if methods and systems used are in fact in compliance with policy.

- g) Social media websites and systems may be used to promote the HelixLife products and opportunity, but you must also:
  - 1) Prominently identify yourself as an Independent Promoter of HelixLife in the marketing and provide a link to your official HelixLife replicated website;
  - 2) Only use approved images and content;
  - 3) Adhere to the branding, trademark and image usage policies;
  - 4) Agree to make updates and changes as may be required by future HelixLife requirements and policies.

#### 4.5 Unauthorized Recruiting of HelixLife IPs Prohibited (Anti-Raiding Clause)

HelixLife IPs may participate in other direct selling, network marketing or multilevel marketing ventures (collectively, "network marketing"), and IPs may engage in selling activities related to non-HelixLife products and services, if they desire to do so.

Although an IP may elect to participate in another network marketing opportunity, he/she is prohibited from unauthorized presentation or recruiting activities, which include the following:

a) Recruiting, presenting or attempting to enroll any non-personally enrolled HelixLife IP for other network marketing business ventures, either directly or through a third party.

This includes, but is not limited to, presenting or assisting in the presentation of other network marketing business ventures to any non-personally enrolled HelixLife IP;

b) Offering any competing non-HelixLife products or opportunities in conjunction with the offering of HelixLife products or business plan or at any HelixLife meeting, seminar, convention, trip or other HelixLife function. Violations of this policy are especially detrimental to the growth and sales of other IPs' HelixLife Businesses and to HelixLife's business and will not be tolerated.

#### 4.5.1 Post Cancellation Solicitation Prohibited

A former IP shall not directly or through a third party solicit any non-personally enrolled HelixLife IP to enroll in any direct sales, network marketing, or multilevel marketing program or opportunity for a period of six (6) months after the cancellation or termination of an individual or entity IP Agreement. This provision shall survive the expiration of the IPs obligations to HelixLife, pursuant to the IP Agreement.

#### 4.5.2 Downline Genealogy Reports

All Downline Genealogy Reports (Downline Reports) are confidential and constitute proprietary business trade secrets belonging to HelixLife. Downline Reports are made available to IPs in strictest confidence for the sole purpose of assisting IPs in developing their HelixLife businesses through their respective downline organizations. IPs should use their Downline Reports to manage, motivate, and train their downline IPs. The IP and HelixLife agree that, but for this agreement of confidentiality and nondisclosure, HelixLife would not provide Downline Reports to the IP. During any term of the IP Agreement and for a period of twelve (12) months after the termination or expiration of the IP Agreement between IP and HelixLife, for any reason whatsoever, IP shall not, on his/her own behalf or on behalf of any other person, partnership, association, corporation, or other entity:

a) Directly or indirectly disclose any information contained in any Downline Report to any third party;

b) Use the information to compete with HelixLife or for any purpose other than promoting HelixLife;

c) Recruit or solicit any non-personally enrolled IP of HelixLife listed on any report, or in any manner attempt to influence or induce any IP of HelixLife to alter their business relationship with HelixLife; or

d) Use or disclose to any person, partnership, association, corporation, or other entity any information contained in any Downline Report. This provision shall survive the termination or expiration of this Agreement. This particular policy will be strictly enforced in order to protect the rights of IPs, both individually and collectively.

#### 4.6 Corporations and Trusts

A corporation or trust (collectively referred to in this section as an "Entity") may apply to be a HelixLife IP by submitting its Certificate of Corporation or trust documents (these documents are collectively referred to as the "Entity Documents") to HelixLife, along with a properly completed Corporation Registration Form (Form #CR01).

A Promoter's business may change its status under the same sponsor from an individual to a corporation, or trust, or from one type of entity to another. To do so, the IP(s) must provide the Entity Documents and submit a properly completed Corporation or Trust Registration Form to HelixLife. The Corporation or Trust Registration Form must be signed by all of the shareholders, partners, trustees, or other individuals having an ownership interest in the business. Members of the Entity are jointly and severally liable for any indebtedness or other obligation to HelixLife. It is the responsibility of those persons involved in the Entity to conform to the laws of the state in which their Entity is formed. HelixLife reserves the right to approve or disapprove any IP Application and Agreement submitted by an Entity, as well as any IP Application and

Agreement submitted by any current IP(s) for the formation of an Entity for tax, estate planning, and limited liability purposes.

#### 4.7 Deceptive Practices

All HelixLife IPs shall truthfully and fairly describe HelixLife products, the HelixLife opportunity, HelixLife Rewards Plan, and Policies and Procedures in all discussions with potential IPs. This obligation of fair and complete disclosure shall include, without limitation, the following:

- a) An IP may not engage in "bait and switch" advertising. Bait and switch advertising consists of any misleading or deceptive offer or practice by which a prospective customer or prospective IP is lead to reasonably believe that the IP is offering a product, service, or opportunity (e.g., employment) which the IP in truth does not intend to or cannot offer;
- b) An IP shall neither falsify nor omit any significant material fact about the Helix Rewards Plan;
- c) An IP shall make clear that the Helix Rewards Plan is based on sales of HelixLife products, and that HelixLife IPs will not be successful merely by sponsoring other IPs without regard to sales, and that no compensation is available from mere sponsorship of other IPs;
- d) An IP shall not state that profits are guaranteed for any HelixLife IP. IPs should explain that HelixLife IPs can expect to be successful only through substantial individual and team efforts;
- e) An IP shall not state that any regulatory, consumer, or business agency has approved or endorsed HelixLife's Rewards Plan or products. These agencies do not permit the use of their names in any manner in connection with the advertising or sale of merchandise or services;
- f) Neither federal, state, provincial or territorial regulatory agencies nor officials approve or endorse any direct selling or network marketing companies or programs. Therefore, IPs shall not represent or imply that HelixLife or its Rewards Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency;
- g) No individual or entity may have an ownership interest or income earning interest of any kind in more than one (1) Promoter Business position. No individual or entity may create or use second or other positions to attempt to "block" or circumvent their sponsor from earning any commissions or bonuses;
- h) Husbands and wives may have separate Promoter Businesses but must have the same Sponsor or Enroller and be placed in the same sales organization; and
- i) Stacking is strictly prohibited. Stacking is the unauthorized manipulation of the Helix Rewards Pay Plan and/or the compensation/marketing plan in order to trigger a commission or bonus or cause a promotion of a downline IP in an unearned manner. One example of stacking occurs when a sponsor places participants under an inactive downline participant (who may not know or have any relationship with the Customers) in order to trigger unearned qualification for rank advancement or commissions. Another example is placing contrived or "fake" IPs into the sales organization in an effort to circumvent the intended compensation genealogy and commission structure. Stacking in all of its forms is a violation of company policy and as such is a punishable offense for all Promoters who are found to be directly involved in such activity.

#### 4.8 Independent Contractor Status

IPs are independent contractors and are not purchasers of a franchise or business opportunity. The agreement between HelixLife and its IPs does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the IP. Each IP is responsible for determining his/her own hours and activities without control or direction by HelixLife. All IPs are responsible for paying their own Sales Taxes. All IPs are responsible for paying their own income and employment taxes. IPs will not be treated as an employee for purposes of the Federal Unemployment Tax Act, the Federal Insurance Contributions Act, the Social Security Act, state unemployment acts, state employment security acts, state worker compensation Acts, or the Canadian Social Insurance Act, and applicable federal, provincial, and/or

territorial unemployment insurance acts, worker compensation acts, income tax acts, or any other federal, state, provincial, or territorial tax or obligation required of employers.

Each IP is encouraged to establish his/her own goals, hours, and methods of sale, so long as he/she complies with applicable laws and the terms and conditions of the IP Agreement.

#### 4.9 Insurance

##### 4.9.1 Business Pursuits Coverage

IPs may wish to arrange for adequate insurance coverage for his/her business. A homeowner's insurance policy may not cover business-related injuries or the theft of or damage to product inventory or business equipment. Typically, a simple "Business Pursuit" endorsement attached to a homeowner's policy can ensure that business property is protected.

#### 4.10 International

Because of critical legal and tax considerations, including compliance with foreign laws regarding product approval or registration; regulations regarding ingredients, labeling, and packaging; cautionary statements; protection of intellectual property; compliance with customs, tax, and direct selling laws; equipment or product and income representations; and literature content and language requirements, HelixLife must limit the resale of HelixLife products and services and the presentation of the HelixLife business to prospective customers and IPs located within the United States, its respective territories, and other approved jurisdictions. Moreover, allowing IPs to conduct business in markets not yet opened by HelixLife would violate the concept of affording every IP an equal opportunity to expand internationally. Accordingly, IPs are only authorized to sell HelixLife products and services and enroll Customers or IPs in those countries in which HelixLife has authorized IPs to conduct business, as announced from time to time in official company literature. HelixLife products cannot be shipped into or sold in any unauthorized foreign country for the purpose of resale.

#### 4.11 Lead Assignment Policy

Occasionally, prospects contact HelixLife seeking information pertaining to the HelixLife opportunity or products. If a prospect is familiar with an IP in his/her area or is currently being serviced by a HelixLife IP, the Corporate Office will recommend the prospect continue contacting that IP for product or as a sponsor. However, if the prospect is not familiar with an IP, HelixLife considers his/her as "unsolicited." The distribution system is intended to be fair and is structured to reward active IPs. However, HelixLife may utilize its sole discretion in making such assignments. HelixLife will consider an IP for leads based on these qualifications:

- a) Leadership status as well as Personal Volume (PV) within the past sixty (60) days;
- b) Sponsorship activity within the past sixty (60) days;
- c) Proximity to the prospect. When several IPs qualify equally under the above requirements, leads will be rotated and/or divided among them, based upon the criteria stated herein and at the Company's sole discretion;
- d) HelixLife will give strong consideration to those IPs exhibiting field leadership as evidenced in conducting personal, online or telephonic business meetings and training workshops.

#### 4.12 Adherence to Laws and Ordinances

##### 4.12.1 Local Ordinances

Many cities have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to IPs because of the nature of their business. However, IPs must obey those laws that do apply

to them. If a city or county official tells an IP that an ordinance applies to him/her, the IP shall be polite and cooperative and immediately send a copy of the ordinance to the Compliance Department of HelixLife. In most cases there are exceptions to the ordinance that apply to HelixLife IPs.

#### 4.12.2 Compliance with Federal, State, Local, and Territorial Laws and Regulations

IPs shall comply with all federal, state, local, provincial, and territorial laws and regulations in the conduct of their businesses. The violation or attempted violation of any such law or regulation shall be grounds for disciplinary action by HelixLife and its Promoters' Board of Representatives as in paragraph 2.4 above.

#### 4.13 Repackaging and Re-labeling Prohibited

IPs may not re-label or alter the labels on any HelixLife products, information, materials, or programs in any way. IPs may not repackage or refill any HelixLife products. HelixLife products must be sold in their original packaging/containers only. Such re-labeling or repackaging would violate governing laws, which could result in severe criminal penalties. Civil liability may also result when the persons using the products suffer any type of injury or their property is damaged as a consequence of the repackaging or re-labeling of products.

#### 4.14 Sale, Transfer, or Assignment of an IP's Promoters Business.

No IP shall (by operation of law or otherwise) sell, transfer, or assign (collectively, "transfer") any of his/her rights in a HelixLife Independent Promoter's Business, or delegate his/her performance as a HelixLife IP, without the prior written consent of HelixLife. Any unauthorized transfer will not be recognized by HelixLife. HelixLife reserves the right to review all terms of sale and insist upon additional terms and conditions prior to the approval of any proposed sale. If it is determined, in HelixLife's and the Promoters Board's discretion, that an IP's Promoter Business was transferred in an effort to circumvent compliance with any terms and conditions of the IP Agreement, the transfer shall be void and the Promoter's business shall revert to the transferring IP, who shall be treated as if the transfer had never occurred from the reversion day forward. HelixLife shall not be liable to the original IP for bonuses and commissions (if any) paid by HelixLife in good faith to the transferee IP. Where necessary, HelixLife may take appropriate action to ensure compliance with the IP Agreement. Such action may include, without limitation, involuntary cancellation. In the event that an IP wishes to transfer his/her Promoter Business, HelixLife has the right to approve the transfer once the business attains the rank of Manager and earns a minimum of \$5,000 and shows full qualification and activity for a period of at least six months prior to the suggested transfer application date. Such approval shall not be unreasonably withheld. HelixLife will take the following factors into consideration:

- a) The buyer must become a qualified HelixLife IP, by completing a Transfer of Business Form (Form #TB01) and agreeing to comply with the HelixLife Policies and Procedures;
- b) Before any transfer will be approved by HelixLife, any debt obligations the selling IP has with HelixLife must be satisfied;
- c) The transferring IP must be in good standing and not in violation of any of the terms of the IP Agreement or these Policies and Procedures, to transfer his/her Promoter Business;
- d) The transferring IPs history must show that full qualification requirements have been met in the previous six months;
- e) Prior to transferring a HelixLife Promoter's Business, the transferring IP must notify the HelixLife IP Support Department of his/her intent to transfer the Promoter Business; and
- f) The buyer must complete an IP Application and Agreement and possess reasonable ability to satisfactorily perform the obligations of a HelixLife IP. The purchaser must agree to assume the obligations and position of the selling IP.

#### 4.15 Separation of an IP's Promoter Business



HelixLife IPs sometimes operate their HelixLife businesses as husband and wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce, a partnership, or a corporation, or trust (the latter two Entities are collectively referred to herein as "Entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other IPs either up or down the line of sponsorship. During the anticipation of a divorce, a partnership dissolution or Entity dissolution, the parties must adopt one of the following methods of operation:

a) One of the parties may, with consent of the other(s), operate the HelixLife business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners, or trustees authorize HelixLife to deal directly and exclusively with the other spouse or non-relinquishing shareholder, partner, or trustee; or

b) The parties may continue to operate the HelixLife business jointly on a "business-as-usual" basis, whereupon all compensation paid by HelixLife will continue to be paid as set forth in the IP Application and Agreement on file with HelixLife. Under no circumstances will the Downline Organization of divorcing spouses, or that of an IP's Promoter Business formerly operated by two or more individuals as any form of Entity, be divided. Similarly, under no circumstances will HelixLife split commission and bonus payments between divorcing spouses or members of dissolving Entities. HelixLife will recognize only one Downline Organization and will issue only one commission payment per Promoter Business per commission cycle. Commission payments shall always be issued to the same individual or entity.

If a former spouse or a former Entity owner has completely relinquished all rights in their original HelixLife business, they are free thereafter to enroll under any sponsor of their choosing after meeting the required six (6) month waiting period. Such former spouse or partner shall have no rights to and must not try to recruit or entice any IPs in their former organization. They must develop the new business in exactly the same fashion as would any other new IP.

#### 4.16 Succession

Upon the death or incapacitation of an IP, his/her rights to commissions, bonuses, and Downline Organization, together with all IP responsibilities, shall pass to his/her successors in interest upon the receipt of a written application by HelixLife, compliance with these Policies and Procedures, and approval by HelixLife. Appropriate legal preparation must be completed to ensure that the transfer meets HelixLife's requirements and applicable laws. Accordingly, an IP should consult an attorney to assist his or her in the preparation of a will or trust. Whenever a HelixLife IP's Promoter Business is transferred by a will, other testamentary process, or trust, the successor acquires the right to collect all bonuses and commissions of the deceased IP's Downline Organization, provided the minimum qualifications are met. The successor(s) must:

a) Execute an IP Agreement;

b) Comply with these Policies and Procedures; and

c) Meet all of the qualifications for the deceased IP's rank under the HelixLife Rewards Plan. The successor(s) are obligated to conduct the business in accordance with all of HelixLife's marketing Policies and Procedures.

To affect the testamentary transfer of an IP's Promoter Business, the successor must provide the following to HelixLife: (1) an original death certificate; (2) a notarized copy of Letters Testamentary, the will, or other documentation establishing the successor's right to the IP's Promoter Business; and (3) a completed and executed IP Agreement.

To affect the transfer of an IP's Promoter Business because of incapacity, the successor must provide the following to HelixLife:

(1) a notarized copy of an appointment as trustee; (2) a notarized copy of the trust document or other documentation establishing the trustee's right to the IPs Promoters business; and (3) any other additional

documents as may be specified by the trust document (4) a completed and executed IP Agreement. Bonus and commission payments of an IP's Promoter Business transferred pursuant to this section will be paid in a single check jointly to the devisees or transferees. The devisees or transferees must provide HelixLife with an "address of record" to which all bonus and commission payments will be sent.

#### 4.17 Income Taxes

Every year HelixLife will provide an IRS Form 1099 MISC (Nonemployee Compensation) earnings statement to each U.S. resident who had earnings of more than \$600 in the previous calendar year, or who made purchases during the previous calendar year in excess of \$5,000. These numbers may be adjusted by any changes mandated in the IRS Code. If earnings and purchases are less than \$600 and \$5,000, respectively, IPs may submit a request for a 1099, and HelixLife will prepare and forward one. Each IP is responsible for paying federal, local, state, provincial, and territorial taxes on any income generated as an independent IP. If an IP's Promoter Business is tax exempt, the Federal Tax Identification Number must be provided to HelixLife.

#### 4.18 Territories

There are no exclusive territories for marketing HelixLife products or services, nor shall any IP imply or state that he/she has an exclusive territory to market HelixLife products or services.

#### 4.19 Trade Shows and Expositions

IPs may, upon company written approval, display and/or sell HelixLife products at trade shows and expositions. All literature displayed at the event must be official HelixLife or company approved literature and must clearly identify the individual(s) as an Independent Promoter or "Independent" rank.

#### 4.20 Transfer of Sponsorship

##### 4.20.1 Conflicting Enrollments

Every prospective IP has the ultimate right to choose his/her own Sponsor. As a general rule, the first IP who does meaningful work with a prospective IP is considered to have first claim to sponsorship. However, every prospective IP has an absolute right to select their Sponsor using any criteria they themselves deem appropriate. Basic tenets of common sense and consideration should govern any dispute that may arise. In the event that a prospective IP, or any IP on behalf of a prospective IP, creates more than one IP identity with HelixLife, listing a different Sponsor on each, the Company will only consider valid the first Online IP Application and Agreement that it receives, accepts, and processes. If there is any question concerning the sponsorship of an IP, the final decision will be made by HelixLife and the Promoters' Board of Representatives and or Compliance Team.

##### 4.20.2 Cross-line Raiding

Cross-line raiding is strictly prohibited. "Cross-line raiding" is defined as the enrollment of an individual or Entity that already has an Online IP Agreement on file with HelixLife, or who has had such an agreement within the preceding six (6) calendar months within a different line of sponsorship. The use of trade names, DBAs, assumed names, corporations, partnerships, trusts, social insurance numbers, tax ID numbers, social security numbers, or fictitious ID numbers or transfers to circumvent this policy is prohibited. IPs may not demean, discredit, or invalidate other HelixLife IPs in an attempt to entice another IP to become part of the first IPs Downline Organization. If HelixLife determines that an IP has engaged in cross-line raiding, it may take any actions it deems appropriate to rectify the problems and inequities caused thereby. Any attempt to persuade a HelixLife IP to engage in cross-line raiding, terminate his/her Promoter Business, or otherwise violate this policy in order to become part of the persuading IPs Downline Organization will result in disciplinary action, to include possible involuntary cancellation of the persuading IP's Promoter Business. This policy shall not prohibit the transfer of an IP's Promoter Business in accordance with Section 4.14.

##### 4.20.3 Permissible Methods of Transferring Lines of Sponsorship

To protect the integrity of all Downline Organizations and safeguard the hard work of all IPs, HelixLife prohibits changes in sponsorship except in the following cases:

- a) Where an IP has fraudulently induced a new IP to enroll in HelixLife or has otherwise unethically sponsored a new IP. HelixLife and the Promoters' Board of Representatives will review allegations of fraudulent inducement and unethical sponsoring and make a final determination whether the IP will be permitted to transfer to another line of sponsorship. In cases involving fraudulent inducement or unethical sponsoring, HelixLife reserves the right to permit the IP to transfer with his/her entire Downline Organization intact to another line of sponsorship.
- b) An IP may voluntarily cancel his/her Independent Promoter Business in writing and reapply after six (6) full calendar months for a new Independent Promoter Business under another line of sponsorship. The date on which HelixLife receives the IP's written cancellation notice establishes the start date for accumulating the six-full-calendar-month period. Upon receipt by HelixLife of an IP's cancellation notice, the IP forfeits all rights to the IPs and Preferred Customers under his/her previous line of sponsorship, as well as any bonuses or commissions accruing from their sales volume. The canceling IP's downline IPs and Preferred Customers will remain in the Downline Organization of the Sponsor of the terminating IP.
- c) In cases where the Sponsor IP has demonstrated irreconcilable conflict with the Company, its officers, employees or other upline, downline or crossline IPs.

#### 4.20.4 Non-Competition and Trade Secret Protection

- a) IPs may not sell or offer for sale any products that may be construed to be in competition with HelixLife equipment, products or technology.
- b) IPs must take appropriate measures to ensure that proprietary equipment, parts, products, formulas, technology, intellectual property, manufacturing methods and supplier information used by HelixLife are protected against competitive theft and competitive re-engineering. IPs will not share any Trade Secret information learned with any third parties.

#### 4.20.5 Promoters' Relationships and Interactions

- a) IPs must not persuade or otherwise encourage or facilitate other IPs to change lines of sponsorship or placement.
- b) IPs may be allowed to transfer lines of sponsorship only under very specific conditions: 1) Wait six (6) calendar months after voluntary cancellation before re-enrolling under a new line of sponsorship; 2) Cancel the original IP Agreement in writing, be completely inactive for six (6) consecutive calendar months, then re-enroll under a new line of sponsorship. Any and all IP downline organization previously created will remain under the first original sponsor.

#### 4.20.6 Targeting Other Direct Sales Companies

Should an IP engage in any solicitation and/or enticement of members of another direct sales company in an effort to either recruit or sell HelixLife products, he/she bears the risk of being sued by the other direct sales company. If any lawsuit, arbitration or mediation is brought against an IP alleging that he/she engaged in inappropriate recruiting activity of its sale force of clients, HelixLife will not pay any of the IP's defense costs or legal fees, nor will HelixLife indemnify the IP for any judgment, award, injunction or settlement.

### **Section 5 - Responsibilities of IPs and Sponsors**

#### 5.1 Ongoing Supervision, Training and Sales

Any IP who sponsors another IP into HelixLife must perform a bona fide supervisory function to ensure that his/her downline is properly operating his/her HelixLife business. IPs must have ongoing contact, communication, and management supervision with the IPs in their downline organizations. Examples of such

contact and supervision may include, but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voice mail, emails, and the accompaniment of downline IPs to HelixLife meetings, training sessions, and other functions. Upline IPs are also responsible to motivate and train new IPs in HelixLife product knowledge, effective sales techniques, the Helix Rewards Plan, and these Policies and Procedures. As an IP progresses through the various levels of leadership, his/her responsibilities to train and motivate downline IPs will increase.

IPs must monitor the IPs in their Downline Organizations to ensure that downline IPs do not make improper product or business claims or engage in any illegal or inappropriate conduct. Upon request, every IP should provide documented evidence to HelixLife of his/her ongoing fulfillment of sponsorship responsibilities. IPs also have continuing obligation to personally promote sales through new and existing customers.

## 5.2 Maligning

In demonstrating the proper example for their downline, IPs must not malign other HelixLife IPs, HelixLife's Products, HelixLife's Suppliers or agents, the HelixLife Rewards Plan, the HelixLife Owners, Officers or the Company's employees.

## 5.3 Reporting Policy Violations

IPs observing a policy violation by another IP should bring the violation directly to the attention of their HelixLife upline Promoter Board of Representatives member. Details of the incidents such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report.

# **Section 6 - Sales Requirements**

## 6.1 Equipment and Product Sales

The HelixLife Rewards Plan is based upon the sale of HelixLife equipment, products and services to end consumers. Retail sales to non-promoter consumers is the company's highest priority and an ongoing responsibility of every Promoter. IPs must fulfill specified personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in these Policies and Procedures) in order to be eligible for bonuses, commissions, and advancement to higher levels of achievement. The following sales requirements must be satisfied in order for IPs to be eligible for commissions:

- a) A minimum of seventy percent (70%) of an IP's orders must be sold to Preferred Customers, to Retail Customers or to end users. The sales volume of an IP's Preferred Customers shall be included with the sales volume of the IP's retail sales for the purposes of determining compliance with the 70% requirement. IPs may not purchase additional product until at least seventy percent (70%) of the previous order has been sold to end consumers;
- b) IPs must develop or service at least two (2) customers every rolling three (3) calendar months. These customers can be either Retail Customers or Preferred Customers, or any combination of the two; and
- c) IPs are required to furnish their Retail Customers with a receipt (Form# RR01) which specifies the date of sale, the amount of sale, the items purchased, and the HelixLife satisfaction guarantee. IPs must maintain all retail sales receipts for a period of eighteen (18) months and furnish them to HelixLife at the Company's request. Records detailing the purchases of an IP's Preferred Customers will be maintained by HelixLife.

## 6.2 Retail Customer Sales and Minimum Advertised Pricing / M.A.P.

IPs may sell HelixLife Products at any price they choose but they must not advertise by any method whatsoever retail pricing that is less than the company's current, posted suggested retail pricing. This applies to print advertising, radio advertising, television advertising, internet-based advertising, electronic mail or by any other method whatsoever.

Under no circumstances may a HelixLife IP sell any HelixLife products or equipment on any online auction or discount site. An IP's failure to comply with this rule may result in the immediate voluntary cancellation of his/her IP Agreement.

6.2.1 IPs may not advertise total price reducing discounts involving "Free Shipping" or other similar incentives in an attempt to circumvent paragraph 6.2 above.

However, due to varying state and provincial laws, sales tax should be charged and paid to the government by IPs as may be required by their local laws and ordinances if such sales tax is not already collected when purchased from HelixLife.

All IPs must provide their Retail Customers with an official HelixLife sales receipt (Form #RR01). These receipts outline the Customer Refund Warranty for HelixLife products, as well as any consumer protection rights.

### 6.3 Excessive Purchases of Inventory Prohibited

HelixLife strictly prohibits the purchase of products in unreasonable amounts solely for the purpose of qualifying for commissions, bonuses, or advancement in the HelixLife Rewards Plan. IPs may not purchase more than they can reasonably resell or consume in a calendar month, nor encourage others to do so. IPs are not required to carry inventory of products or sales aids other than the purchase of the HelixLife Promoter Kit/ online website platform for \$49. IPs who do choose to have extra products on hand may find making retail sales and building a Downline Organization somewhat easier because of the decreased response time in filling customer orders or in meeting a new IP's needs. Each IP must make his/her own decision regarding these matters.

### 6.4 Deposits

No monies should be paid to or accepted by an IP for a sale except at the time of product delivery. IPs should not accept monies from Retail Customers to be held for deposit in anticipation of future deliveries.

## **Section 7 - Bonuses and Commissions**

### 7.1 Bonus and Commission Cycles

HelixLife pays commissions weekly and monthly, and typically makes them available for electronic payment approximately 14 days after the commissions are earned. An IP must review his/her commissions and report any errors or discrepancies to HelixLife within fourteen (14) days from the date of the commission. Errors or discrepancies which are not brought to HelixLife's attention within the fourteen-day period will be deemed waived by the IP.

### 7.2 Adjustment of Bonuses and Commissions

IPs receive bonuses and commissions based on the actual sales of products to end consumers. When a product is returned to HelixLife for a refund, the Sales Volume, Commissions and Bonuses attributable to the returned or repurchased product(s) will be deducted from the Personal Volume (PV) of the returning IP and Business Volume (BV) of the returning IP and all upline IPs. This reduction will occur promptly following the date that the product was returned or repurchased.

### 7.3 Unclaimed Commissions and Credits

IPs must collect commission and bonus payments within six (6) months of their available date. Payments that remain uncollected after six months may be voided.

## **Section 8 - Product Guarantees, Returns, and Inventory Repurchase**

### 8.1 Product Exchange Guarantee

HelixLife warrants the quality of its products and shall exchange any defective product. Anyone returning a damaged or defective product must contact HelixLife IP Support at (336) 455-7800, or via email to support@HelixLife.com or by using the Contact Support tool in your IP online office to request a Return Merchandise Authorization (RMA#).

#### 8.1.1 Equipment Installation

HelixLife is not responsible for the actions or expense of any professional hired or any amateur used to install any HelixLife equipment.

### 8.2 Return Policies

#### 8.2.1 Retail Customers

HelixLife obligates its IPs to honor the Company's 100%, unconditional, 30-day, money-back guarantee to all Retail Customers. If for any reason a Retail Customer is dissatisfied with any HelixLife product, he/she may return the product to the IP from whom the product was purchased within thirty (30) days from the date of purchase for a replacement, exchange, or full refund of the purchase price. If the Retail Customer requests a refund, the IP who sold the product to the Retail Customer must immediately refund the Retail Customer's purchase price. (Retail Customers must return merchandise to the IP who sold it to them; HelixLife will not accept returned merchandise directly from Retail Customers. The IP, in turn, should contact HelixLife IP Support, as detailed in paragraph 8.3. HelixLife will then replace the returned merchandise with like product and ship it to the IP via UPS ground or US Priority Mail service. Faster delivery methods may be available but will be at the IPs expense). Repeat orders are not eligible for refunds.

#### 8.2.2 Preferred Customers

HelixLife offers its Preferred Customers a 100% 30-day, money-back guarantee on their initial retail product order. If for any reason a Preferred Customer is dissatisfied with any HelixLife product or purchase \*, he/she may return that product to the Company within thirty (30) days for replacement, exchange, or full refund of the purchase price. The Company will adjust the appropriate IP's PV and commissions and bonuses, and upline IPs' BV, commissions and bonuses pursuant to Section 7.2. Repeat orders are not eligible for refunds.

\*The Helix Energizer models equipment return is always limited to within 14 days of the original purchase.

#### 8.2.3 Independent Promoters (IPs)

Products or equipment other than the very first purchase from a Promoter's IP website are considered certified as sold under the "70% Rule" are no longer subject to buy-back.

Returns with a value exceeding \$75 by an IP may result in a voluntary suspension of his/her promoter account for six months.

### 8.3 Procedure for All Returns, Replacements and Repurchases

In order to receive a refund, exchange, or replacement, an IP or Preferred Customer must:

- a) Call the HelixLife IP Support Department at: (336) 455-7800 to obtain a Return Authorization Number (RMA #). The RMA # must be clearly written on each carton returned. Products that are returned without the RMA # will be refused by the Distribution Center and returned at the sender's expense.
- b) Return the product with the original packing slip to the HelixLife warehouse from which it was distributed.
- c) Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement, and the best and most economical means of shipping is suggested. Return orders must be traceable and this responsibility falls with the returning individual. All returns must be shipped to

HelixLife shipping pre-paid as HelixLife is not responsible for shipping charges. HelixLife will refuse shipping-collect packages.

d) The risk of loss in shipping returned product shall be borne by the IP making the return. IPs are encouraged to use a shipping service that provides insurance and tracking information. If returned product is not received by the Company's Distribution Center, it is the responsibility of the IP to resolve the issue.

e) If an IP returns merchandise to HelixLife that was returned to him/her by a Retail Customer, HelixLife must receive the product within ten (10) days from the date on which the Retail Customer returned the merchandise to the IP. The return must be clearly marked with an RMA # and accompanied by:

- 1) A completed and signed Customer Product Return (Form #RPR01);
- 2) A copy of the original dated Retail Sales Receipt (Form #RR01); and
- 3) The unused portion of the product in its original container.

f) Only the Preferred Customer or IP who originally ordered merchandise directly from HelixLife may return the merchandise to the Company.

## **Section 9 - Dispute Resolution and Disciplinary Proceedings**

### 9.1 Disputes between Independent Promoters

#### 9.1.1 Grievances and Complaints

When an IP has a grievance or complaint with another IP regarding any practice or conduct in relationship to their respective HelixLife businesses, the complaining IP should first discuss the problem with the other IP. If this does not resolve the problem, the complaining IP should report the problem to his/her upline Promoter Board of Representatives member to resolve the issue at the sales organization level. If the matter cannot be resolved, it must be reported in writing to the HelixLife IP Support Department. The IP Support Department and perhaps the Promoters' Board of Representatives will review the complaint and make a final decision.

The complaint should identify specific instances of alleged improper conduct and, to the greatest extent possible, identify the relevant dates on which the event(s) complained of took place, the location(s) where they occurred, and all persons who have first-hand knowledge of the improper conduct.

#### 9.1.2 Compliance Team Review

Upon receipt of a written complaint, the HelixLife IP Support Department and the Promoter Board of Representatives (hereinafter referred to as the Compliance Team) will investigate the matter, review the applicable policies, and render a decision on how the dispute shall be resolved. The Compliance Team may also issue disciplinary sanctions consistent with the provisions of Section 9.3.

### 9.2 Disputes between HelixLife and its Independent Promoters (IPs)

#### 9.2.1 Arbitration

All disputes and claims relating to HelixLife, its HelixLife Rewards Plan, its equipment, products, the rights and obligations of its IPs and HelixLife, or any other claim or cause of action relating to product purchase(s) or performance, either of an IP or of HelixLife under the IP Agreement, shall be settled totally and finally by arbitration in Caswell County, North Carolina. There shall be one arbitrator, an attorney at law with expertise in transactional law (there being a strong preference for an attorney knowledgeable in the direct selling industry), selected from the panel which the American Arbitration Panel provides and the Promoters' Board of Representatives or its representative(s). Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final

and binding upon the parties and may, if need be, be reduced to a judgment in any court of competent jurisdiction. This agreement to arbitrate shall survive any cancellation or expiration of the IP Agreement. Nothing in these Policies and Procedures shall prevent HelixLife from applying to and obtaining from any court having jurisdiction a writ of attachment, temporary injunction, preliminary injunction, permanent injunction, or other available relief to safeguard and protect HelixLife's interests.

The existence of any IP claim or cause of action against HelixLife does not preclude HelixLife from enforcing the IP's covenants and agreements contained in the IP Agreement. Louisiana residents may arbitrate in New Orleans.

#### 9.2.2 Jurisdiction, Venue, and Choice of Law

Jurisdiction and venue of any matter not subject to arbitration shall reside in Caswell County, North Carolina or in the United States District Court, in and for the District of North Carolina. By signing the IP Application Agreement, all IPs consent to jurisdiction within these two forums. The law of the State of North Carolina shall govern disputes involving the IP Agreement. Louisiana residents may choose Louisiana law and jurisdiction.

#### 9.3 Disciplinary Actions

All of the Policies in the IP Agreement are material terms to the agreement between HelixLife and each IP. Violation of any of the terms and conditions of the IP Agreement, or any illegal, fraudulent, deceptive, or unethical business conduct by an IP may result, at HelixLife's or the Compliance Team's discretion, in one or more of the following corrective measures:

- a) Issuance of a written warning or admonition;
- b) Denial of advancement or recognition awards;
- c) Imposition of a fine, which may be imposed immediately or withheld from bonus and commission payments;
- d) Loss of rights to one or more bonus and commission payments;
- e) Suspension of the individual's IP Agreement for one or more months or other time frames;
- f) Cancellation of the individual's IP Agreement;
- g) Collection and destruction of improper advertising materials;
- h) Discontinuance of any non-company approved IP advertising campaign;
- i) Any other measure expressly stated within the IP Agreement; or
- j) Any other measure which HelixLife deems appropriate to equitably resolve injuries to other IPs or to HelixLife caused partially or exclusively by the IPs policy violation or contractual breach.

### **Section 10 - Ordering**

#### 10.1 Ordering Methods

All IPs and Preferred Customers must order via the online system through an existing HelixLife IP's website. When using the online system, be prepared to present information including your "ship-to" and "billing" addresses and phone number, valid email address and payment method information. The online system will review your order, allowing you to make changes. If you fail to make corrections prior to the conclusion of your online order, the order cannot be changed or added to at a later time.



## 10.2 HelixLife Loyalty Rewards Program

IPs in good standing may participate in the HelixLife Loyalty Rewards Program. To enroll in this program, follow instructions provided on the online system, identifying the commissionable products you wish HelixLife to automatically send to you on the same date of each calendar month. The account on file from which you authorize payment will be automatically charged the amount of the order plus related shipping fees and sales tax, if applicable. IPs must ensure that they have adequate funds in their account. Only commissionable products may be purchased under the Loyalty Rewards Program. \*Promoter and Customer Purchases made using Helix Loyalty Rewards Points will still be subject to appropriate sales tax and shipping fees.

## 10.3 Purchasing HelixLife Products

Each IP must purchase his/her products directly from HelixLife to receive the sales volume credits associated with that purchase.

## 10.4 Back Order Policy

As a rule, HelixLife will not back-order out-of-stock items. However, HelixLife may back-order items from time to time, if necessary.

## 10.5 Shipping Discrepancies

Failure to notify HelixLife of any shipping discrepancy or damage within thirty (30) days of shipment will cancel an IP's right to request a correction. Contact IP Support at (336) 455-7800 or via the Contact Support tool for assistance in resolving any shipping issues.

## **Section 11 - Payment and Shipping**

### 11.1 Methods of Payment

HelixLife will accept, provided that all eligibility requirements are satisfied, the following forms of payment for orders: Cashier's checks, money orders and Visa, Mastercard and Discover credit cards. Other forms of electronic payment transfer may also be accepted.

### 11.2 Insufficient Funds and Declined Credit Cards

All electronic checks returned by an IP's bank for insufficient funds will be resubmitted for payment. A \$50.00 returned check fee will be added to the amount being processed. Any outstanding balance owed to HelixLife by an IP for insufficient funds, any returned-check fees, or declined credit-card charges will be withheld from subsequent bonus and commission payments. It is each IP's responsibility to ensure that his/her credit limit or account balance is sufficient to pay for his/her HelixLife purchases. It is not HelixLife's responsibility to contact IPs in regard to orders canceled due to insufficient funds or declined credit.

## **Section 12 - IP Account Information Updates**

### 12.1 Change of Address or Telephone Number

To ensure timely delivery of products, support materials, and commission payments, it is critically important that HelixLife's files be current. Street addresses are required for shipping, since couriers cannot deliver to a post office box. IPs planning to move must update their personal information section located within their HelixLife IP online office. In order that HelixLife can guarantee proper delivery, three days' notice must be provided to HelixLife on all changes.

### 12.2 Changes to the IP's Promoter Business

Each IP is responsible to update his/her own personal account information section of his/her password-protected online office of all changes to the information contained on the IP's Application and Agreement. IPs may modify their existing IP account information as far as address change, telephone number contact change or email address change. The Social Security number or Federal I.D. number, account name change or a change in the form of ownership from an individual proprietorship to a business entity (owned by the IP) can only be changed by submitting a written request, which must include a new properly executed IP Application and Agreement, and appropriate supporting documentation.

### 12.3 Downline Genealogy Reports and Commission Statements

#### 12.3.1 Downline Genealogy Reports

Downline Genealogy Reports ("Downline Reports") are available within the IP's personal online office area. Downline Reports contain trade secret information which is proprietary to HelixLife. Refer to section 4.5.2 for restrictions on using these reports.

#### 12.3.2 Commission Statements

Commission Statements are available for all active IPs earning a commission or bonus payment and are available to view within the IP's online office.

#### 12.4 Errors or Questions

In the event an IP has questions about or believes that any errors have been made regarding commissions, bonuses, Downline Genealogy Reports, orders, or charges, the IP must notify HelixLife within fourteen (14) days of the date of the purported error or incident in question.

HelixLife will not be responsible for any error, omission, or problem not reported within fourteen days.

Because of the unique construct of the HelixLife Rewards Plan and its alternating leg code, genealogy placement errors cannot be corrected. HelixLife has the right to refuse to make any genealogy change requested.

#### 12.5 Resolving Problems

IPs should refer their questions regarding orders, shipments, commissions and bonuses, sales and HelixLife Rewards Plan issues by email to [support@HelixLife.com](mailto:support@HelixLife.com) or mail to HelixLife's IP Support Department.

Mailing Address:

HelixLife International LLC

ATTN: IP Support Department

2246 NC Highway 62 N

Blanch, NC 27212

(336) 455-7800

## **Section 13 - Inactivity and Cancellation Policies**

### 13.1 Inactivity

IPs who do not meet the Personal Volume (PV) requirements specified in the Helix Rewards Plan for any rolling 30-day period or other commission period will not receive a commission for the sales generated through their Downline Organization for the next calendar month or until qualifications are met. Any commission earned until qualification is met will be permanently forfeited. Commission credits that were issued in error, where proper qualification was not achieved, will be withdrawn.

### 13.2 Involuntary Cancellation

An IP's violation of any of the terms of the IP Agreement, including any amendments which may be made by HelixLife in its sole discretion from time to time, constitutes a material breach of the IP Agreement and may result in the HelixLife Compliance Team's option, in any of the Disciplinary Actions listed in Section 9.3, including cancellation of his/her Independent Promoter Business. Involuntary Cancellation of an IP's Promoter Business will result in the IP's loss of all rights to his/her Downline Organization and any bonuses and commissions generated thereby. An IP whose Agreement is involuntarily canceled shall receive commissions and bonuses only for the last full calendar month prior to termination. When an IP's Promoter Business is involuntarily canceled, the IP will be notified by Certified Mail at the address on file with the Company. Cancellation is effective on the date on which written notice is mailed via certified mail, return receipt requested, to the IP's last known address or when the IP receives actual notice of cancellation, whichever occurs first. In the event of such Involuntary Cancellation, the IP must immediately cease representing himself/herself as a HelixLife IP. The IP may appeal the termination to the HelixLife Compliance Team. The IP's appeal must be in writing and must be received by the company within fourteen (14) calendar days of the date of HelixLife's cancellation letter.

If HelixLife does not receive the appeal within the fourteen-day period, the cancellation will be final. The IP must submit all supporting documentation with his/her appeal correspondence. The written appeal will be reviewed by the HelixLife Compliance Team. If the IP files a timely appeal of termination, the HelixLife Compliance Team will review and reconsider the termination, consider any other appropriate action, and notify the IP in writing of its decision. This decision of the HelixLife Compliance Team will be final. An IP whose IP Agreement is involuntarily canceled may reapply to become an IP six (6) calendar months from the date of cancellation. Any such IP wishing to reapply must submit a letter to the HelixLife Compliance Team setting forth the reasons why he/she believes HelixLife should allow him or her to operate an Independent Promoter Business. It is within HelixLife's sole discretion whether to permit such an individual to again operate a HelixLife business.

### 13.3 Voluntary Cancellation

#### 13.3.1 Written Cancellation

An IP may cancel his/her Agreement with HelixLife at any time and for any reason by providing written notice to HelixLife indicating his/her intent to discontinue his/her Independent Promoter Business. The written notice must include the IP's signature, printed name, address, and other appropriate identification.

#### 13.3.2 Voluntary Cancellation for IP Returns

An IP who returns merchandise in excess of \$50.00 for refunds (other than validated retail customer returns within the 30-day Retail Customer return rule) may voluntarily cancel his/her Independent Promoter Business.

### 13.4 Effects of Cancellation

Following an IP's voluntary or Involuntary Cancellation, such former IP shall have no right, title, claim, or interest to the Downline Organization which he/she operated or any bonus and/or commission from the sales generated by the organization. Following an IP's voluntary or Involuntary Cancellation, the former IP shall not hold himself or herself out as a HelixLife IP, shall not have the right to sell HelixLife products or services, must remove any HelixLife sign from public view, and must discontinue using any other materials bearing any HelixLife logo, trademark, or service marks. An IP who has voluntarily canceled will receive commissions and bonuses only for the last full calendar week prior to his/her cancellation. An IP whose Agreement is involuntarily canceled will receive commissions and bonuses only for the last full calendar week prior to cancellation.

## **Section 14 - Definitions**

### Definition of Terms

Active Independent Promoter (Active IP) - An IP who sales satisfy the minimum Personal Volume requirements as set forth in the HelixLife Rewards Plan.

Business Volume (BV) – The commissionable value assigned to a particular HelixLife Product.

Cancellation - Termination of an individual's IP Agreement with HelixLife. Cancellation may be either voluntary or involuntary.

Commissionable Equipment and Products - All HelixLife products on which commissions and bonuses are paid.

Company - The term Company as it is used throughout these Policies and Procedures, and in all HelixLife literature, means HelixLife International LLC.

Downline Sales Organization - The individuals enrolled under each IP's Organization position and their respective Downline Sales Organizations are part of your Downline Sales Organization.

Downline Report - A report generated by the HelixLife website system that provides critical data relating to the identities of IPs and sales information of each IP's Downline Organization (genealogy). This report contains proprietary trade secret information. (See Section 4.5.2).

End Consumer or Retail Customer - A person who purchases HelixLife products directly from an IP for personal use.

First Sale/First Purchase – The term First Sale or First Purchase refers to the initial products purchased through an IP's or IP's sponsor's HelixLife official website. Subsequent products or equipment ordered by an Independent Promoter are considered certified as sold under the "70% Rule" and as such are no longer subject to buy-back.

Independent Promoters (IP) - An individual who has executed an IP Application and Agreement which has been accepted by HelixLife or has enrolled online. IPs are required to meet certain qualifications and are responsible for the training, motivation, support, and development of the IPs in their respective Downline Sales Organizations. IPs are entitled to purchase HelixLife products directly from the Company and sell HelixLife Products to Retail Customers, Preferred Customers and enroll new IPs, and take part in all Company IP programs.

IP Agreement - The term IP Agreement, as used in the Policies and Procedures, refers to the Independent Promoter Application and Agreement, HelixLife's Policies and Procedures, and the HelixLife Rewards Plan.

Involuntary Cancellation - The termination of an IP's Agreement, which is initiated by HelixLife.

Personal Volume (PV) – The total Business Volume (BV) attributed to an IP's website sales.

Preferred Customer - A person who purchases HelixLife products from an IP's official replicated website for the purpose of personal use.

Voluntary Cancellation - The termination of an IP Agreement instituted by the IP who elects to discontinue his/her affiliation with HelixLife for any reason, or for IP returns under the scope of paragraph 13.3.2.

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