



United States Policies and Procedures

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## Introduction:

These ForeverGreen policies and procedures (hereafter, the “Policies and Procedures”) are effective and binding upon Members of ForeverGreen International, LLC, which, together with its affiliates, parents, subsidiaries, successors, and assigns, are collectively referred to from this point forward as “FG”. FG has its mailing address at 632 North 2000 West, Suite 101, Lindon, Utah 84042. A Member’s activities on and after the effective date must be in accord with these Policies and Procedures. These Policies and Procedures and the FG Compensation Plan combine to form a contract (hereafter, the “Contract”), legally binding upon each Member and FG.

By accepting these Policies and Procedures in the online enrollment process, a Member certifies that they are 18 years of age or older and legally competent to enter into a contract. A Member elects to enter into this Contract with FG with confidence in FG’s integrity and FG’s expressed intention of dealing fairly with its Members. FG enters into this Contract with the awareness that its success depends upon responsible, efficient, vigorous, and successful Members who conduct their businesses free of false, deceptive, or misleading advertising, marketing, pricing, and service practices. FG enters into this Contract with confidence in the Members’ integrity, ability, duties, obligations, and responsibilities.

The Contract governs the way a Member conducts business with FG, other Members, and customers. A Member agrees to abide by the Contract, as currently published and as may be amended. Any interpretation, clarification, exclusion, or exception to this Contract, in order to be effective, must be in writing and signed by an authorized officer of FG.

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

## Definitions:

**Active:** A Member is considered active if they have a qualifying order of at least 50 QV every four (4) commission weeks. If a Membership goes inactive, Members will have a grace period of one (1) commission week to get a qualifying order and become active again. If a Membership is inactive for six (6) months or longer, it is considered cancelled.

**AutoShip:** AutoShip is a tool provided to Members which allows them to have an order automatically run every four (4) weeks (or 28 days) to keep them active.

**Bonus:** A bonus is a form of compensation (often referred to as a commission) paid to Members for earning certain ranks, qualifications, and advancements in the compensation plan.

**Commission Week:** Commission weeks begin on Tuesdays at 12:00 AM (Mountain Time) and end on Mondays at 11:59 PM (Mountain Time).

**Commissionable Volume (CV):** Commissionable volume is the points that are paid on and the points accumulated in a pay leg.

**Customer or Retail Customer:** A customer is a person who is not enrolled as a Member but is purchasing product at retail price for personal consumption.

**Downline:** Downline is a term used to refer to a Member’s general enrollees, personal or otherwise, who are under them.

**Enrollee:** An enrollee is a person who signs up as a Member under a specific individual.

**Enroller:** An enroller is a person who signs Members up underneath them.

**e-Wallet:** e-Wallet is an electronic wallet associated with your Membership account to which earned commissions can be sent.

**Farmers Market:** Farmers Market is the name of one of ForeverGreen's product lines and includes Ketopia and other wonderful products.

**FGXpress:** FGXpress is the name of one of ForeverGreen's product lines and includes PowerStrips, BeautyStrips, and SolarStrips.

**Grace Period:** A grace period is the commission week after a Member has become inactive in which they are able to place an order and have volume returned as if they had been active the entire time.

**Inactive:** A Member is considered inactive when they do not have QV and are ineligible to earn commissions or accumulate CV.

**Member:** A Member is an individual who signs up with ForeverGreen to purchase products and subsequently earn commissions in exchange for their work.

**Membership:** A Membership is the account and benefits received once an individual has enrolled, agreed to the Policies and Procedures, and placed their initial order.

**Paylution:** Paylution is a third party company whom we work with to provide our Members the option to receive commission earnings to a card as well as use that card to pay for orders.

**Payoneer Card:** Payoneer is a third party company whom we work with to provide our Members the option to receive commission earnings to a card as well as use that card to pay for orders.

**Qualifying Volume (QV):** Qualifying volume is the points that qualify a Member to earn commissions.

**Ranks:** Ranks are the level in the compensation plan that a Member has achieved.

**Replicated Website:** The replicated website is the uniform website provided to Members by ForeverGreen when they enroll. It can be used for recruiting and other purposes.

**Upline:** Upline refers to the collective or immediate enrollers of a Member and of those above a Member.

## **Section 1: Membership Terms**

**1. Amendment/Acceptance.** FG may amend the Contract, the Policies and Procedures, and the FG Compensation Plan at any time, at its discretion. A Member's continuation of an FG Business and/or acceptance of any earnings pursuant to the FG Compensation Plan or acceptance of any other benefits under the Contract constitutes acceptance of the Contract in its entirety along with any and all amendments thereto.

### **2. Fees.**

**2.1 Signup Fee.** To become a Member of FG, a signup fee may be required.

**2.2 Other Fees.** FG may add fees to orders or deduct from bonuses or commissions checks for genealogy reports requested by a Member, label fees, transfer request fees, maintenance fees, and fees for other services provided by FG. Members also consent to having various earnings reclaimed by the company from a Member's future earnings including, but not limited to: Return merchandise authorizations (RMA), fraud, credit card charge-backs, insufficient funds, check returns, Commissions paid erroneously, and/or disciplinary actions.

**3. Member Gifts to Employees.** FG employees are dedicated professionals committed to the success of Members. FG employees endeavor to treat all Members with respect and fairness; consequently, FG employees may not accept any cash gifts from a Member. FG employees appreciate the kindness of Members and may accept small tokens or gifts of appreciation valued at fifteen (\$15.00) USD or less, upon notifying and receiving approval from their department supervisor.

**4. Member Consent.** A Member hereby consents to FG's use of the Member's image including, but not limited to: the Member's name, professional name(s), photographs, testimonials, likeness, title, positions, voice(s), biography, and any film footage, videotapes, audiotapes, recordings, articles, and interviews of the Member, in any form and medium whatsoever, when created in connection with any FG product or opportunity, any events, promotions, and/or conventions to advertise, promote, and publicize FG product or the FG Business Opportunity. A Member may withdraw such consent by notifying FG in writing and providing at least thirty (30) days advance notice before such withdrawal takes effect.

**5. Communication.** A Member agrees that FG may contact the Member by the provided telephone number, fax number, or E-mail address concerning his or her FG Business and Member status during the term of this Contract. Members also acknowledge that they agree to accept electronic copies (fax, scans, reprints, or other formats) as being the same as the original documents, and that documents, requests, and authorizations submitted electronically on behalf of the Member are explicitly deemed to have the same force in law as their manual signature.

**6. Independent Contractor Status.** Members are independent contractors and are not purchasers of a franchise or business opportunity. The agreement between FG and its Members does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the Member. Members shall not be treated as an employee for his or her services for Federal or local tax purposes. All Members are responsible for paying local, state (provincial), and Federal taxes due from all compensation earned as a member of the Company. The Member has not authority (expressed or implied), to bind the Company to any obligation. Each member shall establish his or her own goals, hours, and methods of sale, so long as he or she complies with the terms of the Member Agreement, these Policies and Procedures, and applicable law.

**7. Tax ID Required.** When a Member earns an accumulated \$300 USD or more in commissions, or accumulates 100,000 CV of combined binary leg volume, a valid tax ID must be provided to FG. FG reserves the right to require supporting documentation demonstrating the ID is valid and belongs to the Member. Failure to provide the required ID upon reaching one or both of the stated thresholds will result in a commission hold. FG may adjust the threshold requirements based on local laws.

**8. Mailing Addresses.** Such addresses must meet all local postal standards in order to ensure prompt and accurate delivery of the FG product or documents.

**9. Member and Spouse Accounts.** Persons residing in the same household may have separate accounts as long as the accounts are placed in the same leg of the same enrollment tree and share the same enroller. A spouse is also permitted to maintain a separate account as long as the account is placed in the same leg of the same enrollment tree and shares the same enroller as their spouse. A separate tax ID number must be provided for each account as outlined in the Policies and Procedures. Teaching the use of multiple accounts is prohibited.

**9.1. Post Enrollment Marriages.** If, in the course of their Membership, a Member meets and marries another existing Member, no effect will be given to the provisions of this section and the two Members may maintain their Memberships separate and independently.

**10. Vendor Confidentiality.** FG's relationships with its vendors and suppliers are confidential and exclude FG Members. Consequently, a Member shall not contact or communicate, directly or indirectly, in any way with any FG vendor or supplier except at specific FG events the vendor or supplier may attend at the request of FG.

**11. Non-Circumvention.** A Member warrants that by entering into this Contract, the Member does not violate any other agreements the Member has entered into with a third party, and further, that the Member has not entered into any agreement or contract that may invoke a non-competition restriction by any employer or direct selling company that will restrict or prevent the Member from performing the Member's duties hereunder, and that the Member has

not existing contractual or fiduciary duties that would prevent the Member from receiving the benefits of, and performing the duties of, this Contract. Members agree to indemnify FG and FG's directors, officers, employees, and agents, and hold them harmless for any and all liability including judgements, civil penalties, refunds, attorney fees, court costs, or lost business incurred by FG as a result of claims or legal action brought against Member by any former employer or direct selling company alleging breach of contract or other violation of any non-competition agreement. This provision will survive the termination of this Agreement.

**12. Limitation of Liability.** Regardless of the form of claim, whether in tort, contract, or other, FG and its officers, employees, and agents shall not be liable for any consequential, incidental, special, or punitive damages, including lost profits, for any claims made by a Member. No legal action may be brought by either party to the Contract more than one (1) year after the event giving rise to the cause of action that has occurred.

**13. Arbitration, Governing Law, and Jurisdiction.** This Contract shall be governed by the law of the State of Utah, as that law applies to contracts made and performed wholly within the State of Utah. FG and the Member who enter into this Contract irrevocably consent to settle any suit, action, or proceeding arising out of, or relating to, the Contract by binding arbitration in the State of Utah and of any Federal courts in the State of Utah. Each party having a concern shall first give notice of the offense and allow at least thirty (30) days for the other party to cure. In the event of dispute, the prevailing party shall be reimbursed attorneys' fees and reasonable travel and accommodation expenses by the other party.

**14. Severability.** In the event that any section or subsection of the Contract shall be found invalid or unenforceable, it shall be deemed to be removed from this Contract, and shall have no impact upon the validity or enforceability of any other section.

## **Section 2: Operating Your Independent Membership**

**1. FG Member Renewal.** As part of remaining in good standing, a Member must renew their Contract and their FG Business status bi-annually, based upon their initial enrollment date. All Members who have been with FG six (6) months or longer have an opportunity to renew their FG Membership by placing an order for 50 Q.V. at least once every six (6) Volume months. The responsibility to renew rests with each Member. At the election of FG, a Member who fails to renew his or her FG Business may have their Membership converted to Preferred Customer status, Membership suspended, terminated, and/or be removed from the Member database. If an FG Business position is terminated for failure to renew or by voluntary resignation, a Member may not be reinstated or regain their Rank or Downline Organization existing at the time of termination and may not reapply as a new Member for a period of not less than six (6) months since their last date of activity (determined by the final order's expiration rather than when the final order was placed), at the sole discretion of FG. All inactive accounts may be assessed a fifteen (15) USD monthly service fee.

**2. Voluntary Resignation.** A Member may, at any time, voluntarily resign as a Member. A Member who resigns loses all rights and all beneficial interests in the resigned FG Business and to any Downline Members. A Member who voluntarily resigns may not reapply for a new FG Business or apply to hold a beneficial interest in an existing FG Business until six (6) months after their last date of activity (determined by the final order's expiration rather than when the final order was placed). A Member may resign voluntarily by submitting to FG a resignation letter signed by all Members in the FG Business account and listing the Member name(s) and ID number(s) and returning or destroying (including a notarized statement that they personally performed or witnessed such destruction) all FG Lists, or other proprietary information in the Member's possession or control; or simply resign by failing to renew the Membership pursuant to paragraph 2 above. Any terminating member is responsible for returning or destroying all FG Lists in the Member's possession or control. A Member is not entitled to any renewal or enrollment kit refund upon resigning. It is the Member's responsibility to renew their Membership; FG has no obligation to inform any Member of their renewal date or the exact date that an un-renewed Membership will be converted to preferred customer status, suspended, or terminated.

**3. Member Status Changes and Transfers.** To convey, sell, assign, or otherwise transfer an FG Business or any interest therein, a Member must contact the FG Sales/Transfer team at [salestransfer@forevergreen.org](mailto:salestransfer@forevergreen.org) and provide the completed sales/transfer form, follow its internal policies, and meet any requirements, as may be amended from time to time, including the payment of a standard processing fee. The same Terms and Conditions of the offer to purchase requires an offer in writing to the Enroller. Such requests may take up to ten (10) business days to complete. No Member shall sell or assign a Membership in order to circumvent the Contract, including but not limited to, cross-sponsoring rules, and/or the possession of or interest in more than one Membership, or any mandatory waiting period after the termination of a previous Membership. FG reserves the right to review any sale or assignment and to impose reasonable conditions on the sale or assignment to ensure compliance with the Contract.

**3.1. Member Status Changes and Transfers to Enrollers.** An Enroller may purchase any number of accounts within their Enrollment Tree; however, all accounts must be sold, or made compliant, within 90 days of purchase. The commissions on accounts purchased by an Enroller will be held until the account is sold or otherwise made compliant. If the account(s) are not made compliant within 90 days, FG at its sole discretion, may terminate the account(s).

**4. Succession.** Upon death, a Membership may pass on to successors in interest as provided by law, and upon FG receiving, from the successor, a certified copy of the death certificate as well as a will, trust, or any other legal instrument demonstrating the successor's rights and interest. After acceptance by FG, the successor shall be entitled to all the rights and privileges as well as subject to the duties and obligations of the Contract.

**5. Member Divorce or Partnership Dissolution.** In the unfortunate circumstance that married Members or partners who share in a certain FG Business obtain a divorce or wish to dissolve their partnership, FG will continue to treat the FG Business according to the existing Membership ownership until such time as FG receives written notice from both parties, or a certified court order directing otherwise. The written notice must be signed by all parties and notarized.

**6. Placement Changes.** FG has provided the tools for Members to manage placement changes in their organization during a set time period via the web office. If a Member is unable to complete the desired placement change(s), they must request the placement change within 14 days by emailing [placementchange@forevergreen.org](mailto:placementchange@forevergreen.org) and thoroughly outlining the desired change.

**7. Unfair Competition and "Cross-Sponsoring".** A Member may not, directly or indirectly, Enroll, solicit, or attempt to Enroll or solicit any other Member into any other network marketing or direct selling company, with the exception of those individuals the Member has personally Enrolled and are positioned on the Member's Frontline exclusively in the Enrollment Tree. Further, a Member may not solicit the participation of any other Member, not on the Member's Frontline, to purchase any non-FG product that is competitive with FG product or opportunities, or to participate in any other direct sales, network marketing, or multi-level marketing company or opportunity through direct solicitation by telephone, internet, mail, in person, or any other means of communication. The foregoing prohibited activities constitute unfair competition with FG and are also known as "Cross-Sponsoring". Cross-Sponsoring damages other Members' businesses and may be grounds for disciplinary action including, but not limited to, termination.

**7.1. Cross-Line Sponsoring.** A Member may not, directly or indirectly, Enroll, solicit, or attempt to Enroll or solicit any existing Member into another leg, tree, team, or position. Such prohibited activities constitute unfair competition within FG and are also known as "Cross-Sponsoring".

**8. Tax Exempt Members.** Members in the United States with tax exempt status must submit their tax exempt certificate to [xpresscare@forevergreen.org](mailto:xpresscare@forevergreen.org) for verification.

**9. Retail Selling.** Members who reside in the United States may sell FG products to customers at a price of their choosing as long as the Member does not advertise at a price lower than the manufacturer's suggested retail price (MSRP) including on the Internet, eBay, Amazon, brochures, flyers, storefronts, or any other advertising medium. This policy explicitly includes amounts advertised for shipping, Membership fees, and/or other services and fees. All final prices paid by the consumer, even with special discounts, promotions and/or free shipping must be at or above the MSRP. In no instance may any Member advertise "Free Shipping", "Free Membership", or "Best Offer.". FG reserves the right to review and require modification of any and all advertising as it relates to FG, its products,



opportunity, trademarks, and other intellectual property. Members who fail to comply with this policy are subject to disciplinary action including, but not limited to, suspension or termination of their Membership and administrative costs and/or processing fees for additional documents generated.

**10. Return Policy.** If a Member wishes to return resalable product it must be returned within 90 days of purchase. FG will give 100% of the product price back in product exchange credit based on volume. If a Member wishes to return resalable product for the refund of a dollar amount, the Member will be issued a refund minus the shipping charges and a 20% restocking fee. No refund will be given if the resalable product is not returned within 90 days of the purchase date. FG reserves the right to remove volume from returned orders to recoup and balance commissions already paid on the returned order(s).

**10.1. Chargebacks.** If a Member charges back any amount, their account will be suspended and they will be required to refund the money charged back as well as pay a \$50.00 USD reinstatement fee.

**10.2. Refund Limit.** Members may not return more than \$300 USD worth of merchandise to FG for a refund annually. Any returns over \$300 annually shall be considered an inventory repurchase and the FG Membership shall be cancelled. The Company shall deduct from the Member's subsequent commission checks and/or from the refund paid to the Member any commissions, bonuses, rebates, or other incentives received by the Member that were associated with the returned merchandise. If the Member's first order is equal to or higher than the sum of \$300, it may be returned and refunded without penalty, but the Member will not be permitted returns for a refund of a dollar amount for a 12-month period afterward.

**11. Shipping.** In the event that a product is lost in shipping or otherwise is not delivered to the Member in a reasonable amount of time, FG shall reship the product to the Member with no additional cost to the Member; however, once FG has reshipped the product once, the Member bears the risk that the product will not be delivered on every shipment that follows. FG will only reship product to the Member once. FG may require, or the Member may choose to pay for priority mailing that allows the product to be tracked.

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

**13. FG Information.** To access FG information, materials or Lists online or through other electronic or physical means, a Member agrees to comply with all requirements designated for such access. Each Member agrees that the use of Lists within the intended scope constitutes a separate, exclusive license agreement between the Member and FG. Lists remain, at all times, the exclusive property of FG and must be returned to FG immediately upon request. A Member who receives a List agrees to limit the use of said List to exclusively advance a Member's FG Business; and to hold confidential and not disclose any List or portion thereof to any third party, including, but not limited to, other Members, competitors, and the general public. Any unauthorized use or disclosure of Lists constitutes misuse, misappropriation, and a violation of the Contract and is acknowledged to cause irreparable harm to FG. Members agree that upon any violation of this paragraph, the Member will stipulate to injunctive relief, enjoining such use under applicable national, state or local law, and retrieve and return to FG all existing Lists previously provided to the Member, and that intended or unintended misuse of a List may be cause for termination of a Member's FG Business, whether or not such misuse causes irreparable harm to FG or one of its Members. In addition, a Member agrees that the obligations under this section shall survive the termination of the Contract and that FG reserves the right to pursue all appropriate remedies under applicable national, state or local laws to protect its rights to the Lists as proprietary and trade secrets of FG. Any failure to pursue such remedies will not constitute a waiver of those rights. A Member agrees that, but for this agreement of confidentiality and non-disclosure, FG would not provide the Lists to the

Member. FG reserves the right to restrict the nature and scope of such information at its sole discretion, including the number of levels a given Member may have access to, as well as the type and amount of information made available at any level.

**14. FG Employee/Member Relations.** FG employees are responsible to assist Members. To avoid conflicts of interest, and to further a Member's respect of the confidentiality and neutrality of all FG employees, a Member shall not solicit or Enroll FG employees or members of the employee's household to become Members or otherwise grant an employee any beneficial interest in any Member's FG Business. To ensure the integrity of the FG Business Opportunity, during the term of their employment and according to the Contract, no FG corporate officer, director, employee, product supplier, agent, representative, or consultant or any member of their household is allowed to become a Member, have a beneficial interest in any FG Business or build a Downline within FG or any other network marketing or direct selling company without the express written consent of the President of FG.

### **Section 3: Promoting Products and Opportunity**

FG encourages Members to promote FG product and the FG business opportunity pursuant to the appropriate guidelines issued by FG. These guidelines are required in order for FG to ensure compliance by Members and FG with the myriad of laws that govern the advertising of FG product and the FG business opportunity. Failure to follow these guidelines can result in violations of local and national laws, which may result in damage to the reputation of FG, as well as restrictions upon FG, Members, and FG product that could trigger undesirable publicity and possible fines, penalties, and/or legal actions.

**1. Internet and Other Electronic Media.** A Member may not use electronic media advertising of FG product or the FG Business Opportunity on television, radio, social media, websites, or on any other Internet site without prior written approval from FG. Compliance with this policy ensures an equal opportunity for all Members to succeed with FG. Please send all such requests to the Compliance department at [compliance@forevergreen.org](mailto:compliance@forevergreen.org).

**1.1. Internet Etiquette.** Members are encouraged to follow all Internet etiquette and to be responsible Internet citizens. A Member may not use mass e-mailings (except to those on "opt-in" lists) or e-mail spamming to promote the FG opportunity or product. Members are required to comply with the U.S. CAN-SPAM Act of 2003, 15 U.S.C. §§ 7701-7713 (and Rules promulgated thereunder at 16 C.F.R. pt. 316), which establish federal standards for electronic mail whose primary purpose is commercial, such as requiring that consumers be given the opportunity to opt-out of receiving future solicitations, and any other laws governing the electronic distribution of materials.

**2. Member Websites.** A Member may use the Internet to promote the FG Business Opportunity by creating a personalized Website; however, the Website must display a graphic, approved by FG, which states they are an independent Member. "Website" includes any and all forms of social media, which is further defined as all forms of electronic communication through which users create online communities to share information, ideas, personal messages, and other content (i.e. videos). Such websites and all other Websites used by a Member are subject to review and approval by the FG Compliance Department ([compliance@forevergreen.org](mailto:compliance@forevergreen.org)). A Member may not register or use any FG name(s), trademark(s), logo(s), product name(s), or any derivation of any of the foregoing, in any URL address or domain name. Further, the website shall not contain any hyperlinks to websites of competitors or competitors' products. It must be a "stand-alone" FG website. A Member's Website may display FG product information as long as the information and website are approved in advance by the FG Compliance Department and are compliant with this Contract. Any product information located in the FG Web Office is available for use or download by a Member on their stand-alone FG Website. Generally speaking, a Member's website may contain certain personal and opportunity testimonials as well as motivational information, provided the material reflects the honest and balanced expression of the true experience of the provider and meets the other requirements set forth in paragraph 5 below with respect to product claims. A Member's website may not contain claims that products or programs are for sale in any country other than the country in which the products or programs have been approved by FG. A Member's website shall not infringe on any third-party trademarks or copyrights. The Member agrees to indemnify and hold FG, its affiliate, and subsidiary organizations and their directors, officers, employees, and agents harmless against any action or claim for infringement on a third party's intellectual property rights arising from the website. In the United States,

a Member's website may offer Retail Customers FG product, provided the Member displays on the website his/her telephone number, fax number, e-mail address, and/or the FG telephone number with instructions explaining how to purchase FG product. The website may use "shopping carts" provided any sales or the exchange of information is conducted by a secure 128 bit or stronger encryption system that safeguards Member and customer information. Such sites must also comply with various industry requirements and standards of practice, including but not limited to PCI Standards. Upon request proof of compliance must be submitted to the FG Compliance Department. Failure to comply with industry requirements and standards of practice may result in disciplinary action. The shopping carts may offer only FG product and must include language giving the Member the right to refuse a transaction for any reason.

**3. Proprietary Names and Intellectual Property Rights.** A Member may not use FG's employee names, trademarks, service marks, trade dress or trade names, domain names, logos, FG media or public relations events, or any distinctive phrases or sounds used by FG to promote the Member's business prior to receiving written permission from FG. Unauthorized use of materials may result in disciplinary action. If Member has a question in regards to what is acceptable, Member may contact the FG Compliance Department for clarification. To protect the proprietary rights of FG, a Member may not obtain through filing for a patent, trademark, Internet domain name, or copyright, any right, title, or interest in or to the names, domain names, trademarks, logos, or trade names, or any derivation of any of the foregoing, of FG and its products. As FG changes or abandons any of its trade names or marks, a Member agrees to also change or abandon use of such trade names or marks. Should a Member possess or control any FG intellectual property rights, or come into possession or control of said marks or other property, the Member agrees to assign such intellectual property rights without charge or delay to FG.

**4. Promotional Material.** FG may allow a Member to use FG names, logos, or trademarks provided such use is in accordance with the Contract. All FG literature, audiotapes, videotapes, Internet website material, and programs are copyrighted by FG and may be duplicated only by obtaining the prior written consent of FG. Please send all such requests to the Compliance department at [compliance@forevergreen.org](mailto:compliance@forevergreen.org) for review.

**5. Product Claims.** No claims may be made (including those made in personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by FG. A Member may not make any prescriptive, disease, medicinal, or therapeutic claims for any FG product or specifically prescribe FG product as suitable for the treatment of any ailment. No representation or sales offers may be made relating to FG product that is not accurate or truthful as to grade, quality, performance, and availability. Appropriate product information is contained in authorized FG literature and is subject to periodic review and revision by FG. It is the Member's responsibility to obtain and use only current literature and materials. All product representations made by a Member must be the same as those found in current FG literature. Members are prohibited from diagnosing any medical condition or prescribing or suggesting any FG product as a form of treatment for any disease or condition. Additionally, testimonials in literature and websites must not contain any reference to cures, healings, miraculous recoveries and/or the suggestion to cease taking any physician prescribed medications; and must state that the material does not represent that all people will have the same experience. All product claims must be accompanied by a disclaimer acceptable to FG, stating the comments displayed were for information purposes only, and have not been evaluated by the Food and Drug Administration and therefore are not intended to diagnose, treat, cure or prevent any disease. FG products are designed to be an important overall part of an individual's daily healthy lifestyle. FG believes in embracing health, not fighting disease. If an interested person, customer or Member is suffering from a medical condition, it is recommended that they speak with a medical professional prior to making any nutritional or dietary changes in their lives. Not only do such claims violate FG policies, but they potentially violate Federal and local laws and regulations, including the Federal Food, Drug and Cosmetic Act and Federal Trade Commission Act.

**6. Income and Opportunity Claims.** In their enthusiasm to enroll prospective Members, some Members are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of network marketing. This is counterproductive as new Members may become disappointed if their results are not as extensive or rapid as the results others have achieved. No unreasonable or misleading claims or intentional misrepresentation of earnings or potential income may be made by a Member. Income guarantees of any kind are prohibited by the Contract and by law, as is the exhibition of actual or copies of Commission checks or earnings statements. Income representations must be honest and based on fact. In addition, income representations must include disclaimers that earnings may vary depending on the degree of effort employed. No earnings are guaranteed and a Member is not guaranteed to reach a certain compensation level.

**7. Member Incentive Programs.** Members may offer incentive programs to their team and prospective members of their team; however, Members may not publicly advertise such incentive programs because such advertisements may result in, direct or indirect, cross-sponsoring or other violations of the Policies and Procedures.

**8. Future Growth Claims.** A Member shall not imply or assert that additional products or services will be added to the products and services currently offered by FG, or that enhancements to the FG Compensation Plan are forthcoming, or that specific territories or areas will be opened or added to the FG business operation unless or until the change or event has been officially announced in writing by FG.

**9. Governmental Claims.** A Member shall not state, suggest, or imply that the FG Compensation Plan or its products or business opportunities are approved any state attorney general, federal, or state government authority or agency, or any other third party.

**10. Sale or Promotion of Non-FG Product, Opportunities, or Materials.** A Member shall not sell, promote, or advertise non-FG product, opportunities, or materials that are competitive with FG product, opportunities or materials, on Internet sites that offer the FG opportunity or product, or at FG functions to Members or customers. FG functions include, but are not limited to conventions, meetings, seminars, teleconferences, webinars or similar events prepared by a Member of FG for Members, prospective Members, or employees of FG. Sales and/or recruiting in violation of this provision may constitute unfair competition against FG and a breach of the Contract. Such violation is subject to disciplinary action, up to and including termination of the Membership and other legal actions.

**11. Discontinued Product and Packs, Repackaging, and Relabeling Product.** If FG discontinues a product or product pack, Members may sell through existing inventory of the same product or pack within their possession. Members may not repackage, re-label, refill, or alter the packaging or labeling on any FG product, information, material, or program in any way. FG products must be sold in their original packaging.

**12. Retail Store Sales.** In order to provide all Members equal access to FG opened territories and ensure that no Member obtains an unfair advantage over other Members, a Member may not sell or advertise FG product in any physical retail store without the prior written authorization from FG. A retail store or Member may not advertise, or sell FG product for any price less than the MSRP or retail price. Advertising and selling includes on the Internet, eBay, Amazon, brochures, flyers, storefronts, or any other advertising medium. This policy explicitly includes amounts advertised for shipping, Membership fees, and/or other services and fees. All final prices paid by the consumer, even with special discounts, promotions and/or free shipping must be at or above the MSRP. In no instance may any retail store advertise “Free Shipping”, “Free Membership”, or “Best Offer.” FG reserves the right to review and require modification of any and all advertising as it relates to FG, its products, opportunity, trademarks, and other intellectual property.

**13. Service Establishment Displays.** A Member who owns, or is employed by, a service-related establishment may provide FG product and services to FG Retail Customers through the service establishment, so long as the Member provides proper support to the Retail Customers. A Member who wishes to display products in a service-related establishment must receive written permission from the FG Compliance Department. A “service-related establishment” is one that receives revenue primarily by providing personal service rather than by selling products. Such establishments include offices of doctors, dentists, chiropractors, and other health professionals, health clubs, gymnasiums, barber shops, beauty shops, nail boutiques, spas, counseling services, tanning centers, and other such businesses where the customer’s use of the establishment is generally controlled by membership or appointment. In such establishments, FG product or banners may not be displayed in the lobby or outside the office where such products and/or materials are visible to the general public.

**14. Fairs and Special Events.** To enhance the reputation and high caliber of FG products, a Member agrees to not display or advertise FG product at swap meets, flea markets, garage sales, or any other similar events. Upon approval, a Member may display FG product in a booth at state or county fairs, trade shows, or exhibits, but may not display competing products or products from any other direct-selling company with FG product.

**15. Telephone Book and Directory Listings.** All listings for telephone publications and/or other directory type services, should read as follows: “FG Independent Distributor” followed by the Member’s name, address, and telephone number. A Member may not display advertisements in telephone directories using the FG name(s),

logo(s), image(s), or product name(s), excluding such marks approved specifically for this purpose. A Member listing a toll-free telephone number may not use any FG name(s), logo(s), or product name(s) for such listing. A Member agrees to not use 900 numbers, surcharge numbers, or other similar toll numbers for the purpose of marketing either the FG Business Opportunity or FG product. A Member may not answer the telephone in any manner that would give callers a reason to believe they have reached the corporate headquarters or any other FG company offices or company employee. Specifically, a Member shall NOT answer the telephone by saying “FG” but shall answer indicating his or her status as a Member or Distributor of FG. Answering machines and voicemail, emails, faxes and all other forms of communication must also comply with this policy. Members who fail to comply with this policy are subject to disciplinary action as determined by FG.

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

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

**18. Customer Complaints.** A Member must timely report all customer complaints regarding the identity, quality, durability, reliability, safety, effectiveness, or performance of FG products or devices to the FG Member Support ([xpresscare@forevergreen.org](mailto:xpresscare@forevergreen.org)).

**19. Indemnification.** A Member is fully responsible for all of his or her verbal and written statements made regarding FG products, services, and the Compensation Plan which are not expressly contained in current official FG materials. Members agree to indemnify FG and FG’s directors, officers, employees, and agents, and hold them harmless from any and all liability including judgements, civil penalties, refunds, attorney fees, court cost, or lost business incurred by FG as a result of the Member’s unauthorized representations or actions. This provision shall survive the termination of this Agreement.

## **Section 4: Commissions/Bonuses**

**1. Earnings and Beneficial Interest.** Members are not permitted to earn commissions on more than one account, nor are Members permitted to have a beneficial interest in more than one account that is earning commissions. A beneficial interest is defined as the right to receive benefits on assets held by another party.

### **2. Commission Payouts.**

**2.1 Pay Period.** Commissions are calculated on the Friday following the close of the commissions week. They are posted by Saturday and are generally paid-out on the Monday following the close of the pay period. Commissions are paid by the following methods:

a. Checks. (Checks are only available to Members residing in the United States and Canada at this time.) Members must allow 15 business days after checks are paid-out before reporting a check missing. Upon notifying FG of the missing check, if determined, FG will issue a replacement check within 14 business days. If the Member finds him or herself in possession of both checks, he or she agrees to return the first check to FG immediately.

b. ACH and Payoneer. (The ACH payment option is only available in the United States, Canada, Guam, Puerto Rico, Australia, and New Zealand at this time. Payoneer is available world-wide.) FG may modify ACH and Payoneer payments up until the Thursday after commissions have been paid-out. Direct deposit may take one to three (1-3) days to complete. In the event that FG determines that it will reissue commissions for whatever reason, FG will reissue said funds within seven (7) business days from the date of determination. Payoneer payment times may vary as they are a third-party company. If it becomes necessary to contact Payoneer regarding payments, it is the Member’s responsibility to do so.

c. e-Wallet. Commissions are calculated on the Friday following the close of the week and will generally appear in the e-Wallet by the following Monday evening.

**2.2 Changing Payment Methods.** When a new method of payment is selected, FG will verify and validate the new payment method. Commissions earned during the validation period may be held in the e-Wallet and then paid with the commissions of the week following the validation of the payment preference change.

**3. Ranks.** Members should review the compensation plan for information on the various ranks and what is required to reach each rank

**4. Bonuses.** All Members should refer to the FG compensation plan for full information and explanation on bonuses.

## **Section 5: Breach of Contract**

**1. Policy Enforcement.** FG endeavors to enforce the Contract on a uniform and nondiscriminatory basis; however, the failure of FG to enforce any of the provisions of the Contract with one Member does not waive the right of FG to enforce any such provision(s) with that same Member or any other Member.

**2. FG Business Ethics.** FG honors all applicable Federal, state, and local laws and regulations governing good business practices. Members must adhere to the same ethical business practices to be successful. A Member agrees to comply with the Contract, all contractual obligations, and any applicable state and Federal laws. Any breach of violation of the Contract may be deemed unethical and grounds for disciplinary action, including termination, to protect FG, its Members, and the integrity of the FG Business. Examples of unethical behavior include, but are not limited to: 1) Cross-Sponsoring; 2) Raiding another Member's Downline or sales organization; 3) Writing checks on insufficient funds to FG; 4) Unauthorized use of another person's credit card; 5) Credit card charge backs; 6) Misrepresenting the FG product or FG Compensation Plan; 7) Engaging in any deceptive or unlawful trade practice or other illegal or unlawful activity; 8) Creating or publishing advertising material without prior Company approval; 9) Any unauthorized use of the FG names, trade names, domain names, patent information, trademarks, or logos; 10) Manipulating the FG Compensation Plan; and 11) Defaming, making libelous statements or impugning FG, its products, services, staff executives, vendors, or other Members.

**3. Disciplinary Process.** Failure to abide by the Contract may lead to appropriate disciplinary action. After a disciplinary action is complete, FG, at its discretion, may announce details of such disciplinary action publicly. Policy violations that do not lead to immediate termination may be dealt with as detailed below. The disciplinary process may involve any one step, some, or all of these steps:

a. Informal warning. The Member may be notified verbally or in writing that the Member is in violation of the Contract.

b. Formal warning. A formal written warning may be sent to the offending Member explaining the violation, required corrective action and stating that failure to remedy the stated violation may result in further disciplinary action.

c. Commissions Hold. A Member's commissions may be held indefinitely for violating the Contract. In a commissions hold, at FG's sole discretion, all earned commissions may be held and may continue to be held until Member complies with all policies and procedures. A Member placed on commission hold may appeal the hold using the same procedures for appealing a suspension.

d. Probation. A Member may be placed on probation for violating the Contract. The length and conditions of the probation may vary, depending upon the circumstances, but may include the denial of access to Downline organizations, Lists, the virtual office, any FG websites or other restrictions. A Member placed on probation may appeal the probation using the same procedures for appealing a suspension.

e. Suspension. Suspension is the temporary withdrawal of a Member's license to act as a Member. A Member and their FG Business may be suspended for serious violations or breaches of the Contract, and a suspension may last for a period of days or months, depending on each circumstance. Members may also be suspended during investigation of potential violations or breaches of the contract. In the event of a suspension, a suspension written notice will be sent to the Member. This notice will list actions the Member must take in order for FG to revoke the suspension, or

the issues being investigated. These actions may include the immediate cessation of all violations; the submission of a written statement to FG responding to the suspension; and such other action as may be necessary or requested by FG. A Member who fails to respond to a suspension letter may be terminated. A Member may appeal a suspension in writing within the time period outlined in the suspension letter. Suspended Members are not eligible to receive compensation, earned or otherwise, from FG or participate in any FG functions or programs. FG reserves the right to withhold compensation until the disciplinary process has been completed to FG's satisfaction. Because suspended Members may not place product orders, they will not qualify in the FG Compensation Plan during their term of suspension. FG may, at its absolute discretion, qualify an FG Business during the suspension and retain all the earned Commissions to offset Member-caused damages to FG. Additional administrative processing fees may also be assessed.

f. Termination. When a decision is made to protect FG and other Members and/or customers by terminating a Member for cause, FG will send notification by mail to the terminated Member at the most recent address on file. Upon receipt of notice from FG, the Member shall immediately cease all Member activities and return all Lists to FG. Notice will be deemed received upon delivery, but no later than ten (10) days after mailing.

**4. Disciplinary Termination.** A Member may be terminated at any time by FG for cause. A Member agrees that FG has the right to take quick and decisive action in limiting or terminating a Member that is found in violation of the Contract or any state or federal laws, statutes, and/or regulations that pertain to the FG Business. FG also reserves the right to pursue reasonable legal recourse for any such violations, as well as reimbursement from the Member for any expenses arising from the violation, including court costs and attorneys' fees. Any Member who is terminated under this clause must perform the acts described in the Contract regarding the surrender or destruction of any and all Lists and/or other intellectual property owned by FG; additionally, terminated Members are reminded that the terms of confidentiality in this Contract survive a Member's termination.

**5. Appeal of Termination.** A Member who has been terminated involuntarily may appeal the termination by submitting a written explanation, including any extenuating or mitigating circumstances. The Member must submit the written appeal within the time period specified in the termination notice, but no later than ten (10) calendar days of receipt of notice of the termination. FG will review any timely appeal and notify the Member of its decision. If the appeal is not received within the specified time period, the termination will be final. Appeals of termination may be submitted to the Compliance department at [compliance@forevergreen.org](mailto:compliance@forevergreen.org).

**6. Termination Results.** Whether a Member of an FG Business is terminated through voluntary resignation or through involuntary termination by FG, that Member's licenses, rights, and privileges are revoked and the Member is no longer entitled to sell FG product, to sponsor other prospective Members, or represent himself/herself as an independent contractor or Member of FG, or to receive Commission payments. Any Bonus Rollover amounts on a terminated account may be converted to account credits at the time of termination. In addition, a terminated Member loses all rights to the existing Downline and is no longer entitled to receive Commissions, awards, or any compensation or recognition whatsoever, already earned or otherwise, from FG, nor is the Member entitled to any other claim for indemnification with regard to the loss of his or her customer base or any investments made. A Member also forfeits any rights to Lists. A terminated Member must immediately return all existing Lists to FG including all other documents and materials made available to him or her. Involuntarily terminated FG Membership positions are the exclusive property of FG and may remain in the current FG Downline position to be disposed of in a manner that reflects consideration and serves the best interests of FG, as well as the interests of the Upline and Downline Members of the terminated FG Business. A Member who has been terminated for cause may not reapply for an FG Business for one year following the date of termination.