JIFU, LLC STATEMENT OF POLICIES AND PROCEDURES

1. <u>Company.</u> JIFU, LLC, "Company," utilizes a network marketing sales channel to market products and services to consumers through Independent Representatives. The policies and procedures outlined herein apply to all Company Members and Independent Representatives. In this Statement, the term "Member" refers to individuals who enlist solely with the Company to access its products and services at fully discounted rates. In contrast "Independent Representatives" refers to individuals who enroll to access these services and participate in the JIFU Pay Plan ("Pay Plan"). The term "Sponsor/Enroller" refers to any Independent Representative who enrolls a Member or Independent Representative directly below him or her in his or her enrollment organization as defined in the Pay Plan.

2. <u>Independent Representative.</u> An Independent Representative is an individual who has completed a Company application and agreement and has been accepted by the Company as an Independent Representative. The Company reserves the right to accept or reject anyone as an Independent Representative.

3. <u>Legal Ability.</u> All Independent Representatives must be of legal age in the state where they distribute Company products and services, as this is defined as having the legal ability and right to enter into contracts, enjoy rights, and be bound by them.

4. Married/Divorced Independent Representatives. Unless waived by the Company upon application, the Company will consider each married couple or in a statutory domestic partnership to be a single Independent Representative. Neither husbands and wives nor statutory domestic partners may sponsor each other, directly or indirectly, nor have different Sponsors/Enrollers. If one spouse or statutory domestic partner is already an Independent Representative, the non-participating spouse or statutory domestic partner may choose to become an Independent Representative but must join the same Independent Representative as their spouse or statutory domestic partner. The Company reserves the right to reject any applications for new Independent Representatives or for renewal. Should a husband/wife Independent Representative divorce or statutory domestic partners dissolve, they should notify the Company regarding how the Independent Representative is to be managed going forward. Otherwise, the Company will recognize the final judicial or adjudicatory disposition of the Independent Representative. Upon determination of disposition, the Independent Representative shall complete the "Divorce Independent Representative Conversion Form," which can be obtained by calling Member Services.

5. <u>Independent Contractor.</u> Independent Representatives are independent marketing representatives of the Company and are not to be considered purchasers of a franchise or an independent representative. The agreement between the Company and its independent representatives does not create an employer-employee relationship, agency, partnership, or joint venture between the Company and the independent representatives. Each independent

representative shall hold the Company harmless from any claims, damages, or liabilities arising out of the independent representative's business practices. Company independent representatives have no authority to bind the Company to any obligation. Each independent representative is encouraged to set up his or her hours and to determine his or her methods of sale as long as he or she complies with the policies and procedures of the Company.

Transaction Submission Integrity. It is essential for the success of the Company, 6. its Independent Representatives, and Members that submissions of transactions to the Company maintain integrity in communication. It is expected that all transaction submissions to the Company, including but not limited to Independent Representative applications, Independent Representative communications, Independent Representative financial transactions, and consumer transactions, be submitted by the individual or entity involved in the transaction. Third-party submission of any transactions is prohibited except as noted below. An Independent Representative may not communicate any transaction submissions on behalf of another Independent Representative, Independent Representative applicant, or Member. Unless waived by the Company, an Independent Representative may not use his or her credit card or bank account on behalf of another individual or Independent Representative. This rule applies to all forms of transaction submissions, including but not limited to online, telephone, fax, email, etc. It is permissible for the Sponsor/Enroller to enroll a person through the Sponsor/Enroller's own replicated website and pay various fees with the applicant's credit or debit card. Accurate contact information (telephone or cell phone) should accompany the new enrollee's application. If the applicant does not have a credit card, their personal Sponsor/Enroller can use his/her credit card to place the order. However, the Company reserves the right to verify all information the new enrollee provides directly with that person before officially accepting them as an authorized Independent Representative. An active telephone number for verification purposes must accompany the submission of the applicant's paperwork and/or product order.

Special Note: If the company discovers during the verification process that these Independent Representatives were enrolled or purchased products or services without their explicit permission, then the Sponsor/Enroller who provided the information will face reprimand.

7. <u>Ethical Marketing Requirements.</u> In conducting its business, the Independent Representative shall safeguard and promote the reputation of the Company's products and services and shall refrain from any conduct that might harm the Company's reputation or adversely affect the marketing of those products and services or that is inconsistent with the public interest. The Independent Representative shall avoid all discourteous, deceptive, misleading, unethical, or immoral conduct or practices. An Independent Representative shall not interfere with, harass, or undermine other Independent Representatives and always respect their privacy. An Independent Representative must not disparage the Company, its affiliated entities, other Company Independent Representatives, Company products and/or services, the marketing and Independent Representative Pay Plans, or Company employees

8. <u>Double-Dipping</u> JIFU Members and Independent Representatives typically have one primary account. In some instances, Representatives may be allowed to maintain more than one account, but only after receiving company notification and undergoing an audit for proper approval. This includes personal accounts established with social security numbers (or other country IDs) and accounts created with a business entity (e.g., EIN). JIFU may decline to grant you active status upon registration or enrollment. You cannot use a social security number, username, or email address that belongs to or is already in use by another individual in the system. JIFU reserves the right to refuse accounts that may appear to impersonate another person, violate any individual's intellectual property or other rights, be deemed offensive, or be rejected for any other reason at our sole discretion. Upholding these policies and procedures in good faith is essential for building trust and confidence between JIFU and its Members and Distributors.

9. <u>Retail Sales.</u> The company's program is based on retail sales to the ultimate consumer, including Members. The company also acknowledges that Independent Representatives may want to purchase products or services in reasonable quantities for personal, business, or family use. Therefore, a retail sale for bonus purposes will include sales to non-participants and sales to Independent Representatives for individual or family use that are not intended for qualification or advancement purposes.

10. <u>Training and Supervising.</u> Any Independent Representative who sponsors other Independent Representatives must fulfill the obligation of performing a bona fide supervisory, distributing, and selling function in the sale or delivery of products to the ultimate consumer and the training of those sponsored. Independent Representatives must maintain ongoing contact, communication, and management supervision with their sales organization. Examples of such supervision may include but are not limited to, newsletters, written correspondence, personal meetings, telephone contact, voicemail, email, training sessions, accompanying individuals to company training, and sharing genealogy information with those enrolled. Independent Representatives should be able to provide the Company with evidence of ongoing fulfillment of Sponsor/Enroller responsibilities semiannually.

11. <u>Company Retail/70 Percent Policy</u>. The Company's sales and marketing program relies on retail sales to the ultimate consumer. Every aspect of the program aims to assist our Independent Representatives in marketing fine products and services to the general public. A dual consumer safeguard of utmost importance to the Company is the policy that Independent Representatives must purchase products and services in commercially reasonable quantities. Under no circumstances may Independent Representatives cause others to buy products or services in amounts that are not reasonably expected to be sold to the general public or in unreasonable quantities for personal or family use. To support these policies, the Company has established specific rules on retail sales and retailing, referred to as the Company retail/70 percent rules. To protect consumers and the opportunities of its Independent Representatives, the Company enforces this rule through a verification program.

Company Retail

- <u>Retail Rule</u>. Although the Company's primary function is to sell products and services to the general consuming public, the Company recognizes that its Independent Representatives may wish to purchase products for personal or family use in reasonable amounts. For this reason, the Company defines a retail sale as sales to non-participants and purchases for personal or family use in reasonable amounts not made solely for qualification or advancement. Leading direct-selling companies follow this standard. Notwithstanding this policy, the Company, explicitly promoting retail selling, has established a requirement that an Independent Representative will not be eligible for bonuses or overrides unless he or she has made at least five (5) sales per month to non-participant retail members.
- b) <u>Personal and Business Use</u>. A Member or Independent Representative may not purchase additional Company products or services unless that Representative demonstrates to the Company that the additional purchase is necessary for personal, family, or appropriate business use.

12. <u>Federal State and Local Taxes</u>. All Independent Representatives are responsible for paying local, state, and federal taxes due on earnings from commissions or any other income generated as a seller of Company products and services. The Company will collect sales tax on behalf of the Independent Representative, then report and distribute applicable sales taxes to the taxing entity for the state where the sale occurs.

13. <u>General Advertising and Marketing Restrictions.</u> Company Independent Representatives shall not advertise Company products, services, or marketing plans unless specifically approved by the Company. Company Independent Representatives agree not to make any false or fraudulent representations regarding the Company, its products, the Company Distributor Member Pay Plan, or income potential.

14. <u>Initial Independent Representative Enrollment Tools.</u> All independent representatives must pay an enrollment fee to become a company independent representative. This represents the costs incurred by the Company for processing and direct expenses related to enrollment and the costs of services received upon enrollment. The enrollment tools are sold "at Company cost." This fee is not a service or franchise fee; instead, it is strictly to offset costs incurred by the Company for the educational and business materials required for an Independent Representative.

15. Trademark, Trade Names, Advertising.

a) The name of the Company and any other names that may be adopted by the Company are proprietary trade names and trademarks. These

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marks hold significant value for the Company and are provided to the Independent Representative solely for authorized use. The Independent Representative agrees not to advertise the Company's products or services in any manner other than through the advertising or promotional materials made available by the Company. The Independent Representative also agrees not to utilize any written, printed, recorded, or other materials for advertising or promoting the products, services, or the Company's marketing program unless such materials have been copyrighted and supplied by the Company or have been submitted and approved in writing by the Company before being disseminated, published, or displayed.

b) The Independent Representative, as an independent contractor, is fully responsible for all verbal and written statements they make regarding the product or service, marketing program, and Pay Plan, which are not explicitly documented in the current Independent Representative agreement and advertising or promotional materials provided directly by the Company. The Independent Representative agrees to indemnify the Company and hold it harmless from all liability, including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by the Company due to the Independent Representative's unauthorized representations.

c) The Company will not permit the use of its copyrights, designs, logos, trade names, trademarks, etc. without <u>prior written</u> permission.

d) All company materials, whether printed, recorded on film, produced by sound recording, or available on the internet, are copyrighted and may not be reproduced in whole or in part by independent representatives or any other person except as authorized by the company. Permission to reproduce any materials will be considered only in exceptional circumstances. Therefore, an independent representative should not expect approval to be granted.

e) A Company Independent Representative <u>may not</u> produce, use, or distribute any information regarding the contents, characteristics, or properties of the Company's products or services not provided directly by the Company. This prohibition includes but is not limited to, print, audio, or video media.

f) A Company Independent Representative <u>may not</u> produce, sell, or distribute literature, films, or sound recordings deceptively similar to those produced, published, and provided by the Company for its Independent Representatives. Nor may an Independent Representative purchase, sell, or distribute non-company materials that imply or suggest that such materials originate from the Company. g) Any display ads, as well as institutional or trademark advertising copy not covered by the previous rules, must be submitted to the Company and written approval must be received from the Company before publication.

h) All advertising copy, direct mail, radio, television, newspaper, and display materials must be <u>approved in writing</u> before they are disseminated, published, or displayed, except for blind ads that do not reference the company name or product name

16. <u>Prior Agreements.</u> By entering into this Agreement, a Member or Independent Representative represents and warrants that their agreement does not violate or breach any other agreement of which the Member or Independent Representative is a party, nor does it breach any confidential relationship with other parties. The Member or Independent Representative agrees that they will not use for the Company's benefit or disclose to the Company any confidential information of a third party that they are prohibited from using or disclosing under an agreement (such as an agreement with another client) or otherwise. The Member or Independent Representative agrees to indemnify and hold the Company harmless from all damages, expenses, costs (including reasonable attorneys' fees), and liabilities incurred in connection with or resulting from a breach of this section. Furthermore, Members and Independent Representatives are responsible for familiarizing themselves with the Company's Policies and for acting professionally that reflects the Company's desire for all involved to uplift other companies, fellow direct marketers, and the entire direct sales industry.

17. Internet and Website Policy. The Company maintains an official corporate website. Independent Representatives can advertise on the internet through an approved Company program that enables them to use a personalized webpage chosen from a selection of Company homepage designs. These designs can be customized with the Independent Representative's message and contact information. These websites link directly to the Company website, providing the Independent Representative with a professional and Company-approved presence online. Only these approved websites may be utilized by Independent Representatives. No Independent Representative may independently create a website that uses the names, logos, or descriptions of the Company's products or services, nor may an Independent Representative use "blind" ads online to make product or income claims ultimately related to the Company's products, services, or Distributor Member Pay Plan. Unless permitted by Company Policies and Procedures, any individual using Company names, logos, trademarks, etc. on the internet or any other advertising medium will face immediate disciplinary action, including termination of Independent Representative status.

18. <u>Prohibition of Sales on Unauthorized Internet Sites</u>. Except with written authorization from the Company, an Independent Representative may not sell or promote Company products on unauthorized internet sites, including, but not limited to, auction sites such as eBay, internet shopping sites, or internet malls

19. <u>Unsolicited Email</u>. The Company does not allow Independent Representatives to send unsolicited commercial emails to others unless these emails comply strictly with applicable laws and regulations, including, without limitation, the federal CAN-SPAM Act.

Any email sent by an Independent Representative that promotes the Company, the Company opportunity, or Company products and services must comply with the following:

- a) The sender must have a functioning return email address.
- b) The email must include a notice advising the recipient that they may reply via the functioning return email address to request that future email solicitations or correspondence not be sent to them (a functioning "opt-out" notice).
- c) The email must clearly and prominently disclose the message is an advertisement or solicitation.
- d) Using deceptive subject lines and/or false header information is prohibited.
- e) All opt-out requests, whether received by email or regular mail, must be honored. If an Independent Representative receives an opt-out request from an email recipient, the Independent Representative must forward the opt-out request to the Company.

20. <u>Unsolicited Faxes and Spam</u>. Except as specified in this section, Independent Representatives may not use or send unsolicited faxes, mass emails, unsolicited emails, or spamming, nor may they utilize an automatic telephone dialing system regarding their Company businesses. The unsolicited broadcast distribution of emails or any distribution classified as bulk mail or SPAM is strictly prohibited. Independent Representatives may only send general mailings to fellow Independent Representatives within their downline organizations and to their direct upline Sponsor/Enrollers. Any other use of bulk email is prohibited.

The term "automatic telephone dialing system" refers to equipment capable of: a) Storing or generating telephone numbers to be dialed using a random or sequential number generator; and

b) Dialing those numbers. The terms "unsolicited faxes" and "unsolicited emails" refer to the transmission via telephone facsimile or electronic mail, respectively, of materials or information that advertises or promotes the Company, its products, its Distributor Member Pay Plan, or any other aspect of the Company, sent to any person. These terms do not include a fax or email:

• To any person who has given prior express invitation or permission or

• To any person with whom the Independent Representative has an established business or personal relationship. The term "established business or personal relationship" refers to a prior or existing connection formed through voluntary, two-way communication between an Independent Representative and a person based on:

(1) An inquiry, application, purchase, or transaction by the person regarding products offered by the Independent Representative or

a. A personal or familial relationship that either party has not previously terminated.

21. Retail Establishments. Company products or services may only be displayed and sold in retail establishments where the business is to make appointments with Members (such as salons, doctors' offices, and health clubs where appointments are scheduled for personal training or classes). An Independent Representative must conduct the sale of such products or services within these retail facilities and be preceded by a discussion where the Independent Representative introduces the prospect to the products or services and opportunity, just as they would if they had met outside the retail facility. Company-produced literature, banners, or signage may only be displayed on a shelf, counter, or wall and must be displayed on their own. Products or services may not be sold from a shelf or taken from a display for purchase by a Member. Company products or services may not be sold in any retail establishment, even by appointment, if competitive products or services are also sold. An Independent Representative seeking an exemption from this rule may contact the Company Member service department to seek specific written permission for a "retail" store distribution method. Occasionally, the Company may announce policies and rules that expand or restrict sales in retail establishments.

22. <u>Trade Shows</u>. With written authorization from the Company, Independent Representatives may display Company products, services, and opportunities at trade shows. Requests for participation in trade shows must be submitted in writing to the Company at least two weeks before the event. Written authorization from the Company is required prior to participation in the trade show. Without securing written authorization from the Company, only Company products, services, and opportunities may be offered in the trade show booth. Only marketing materials produced by the Company may be displayed or distributed. No Independent Representative may sell or promote the Company's products, services, or business opportunities at flea markets, swap meets, or garage sales.

23. <u>International Sales</u>. No independent Representative may export or sell, either directly or indirectly, the Company's products, literature, sales aids, or promotional materials related to the Company, its products, services, or programs from the United States or its possessions or territories to any other country. Members and Independent Representatives who wish to sponsor internationally may only do so in countries where the Company is registered to conduct business and must fully comply with the Rules of Operation for Company Independent Representatives in that country. Any violation of this rule is considered a material breach of this contract and may result in the immediate termination of the Independent Representative.

24. <u>Entities, Trusts, and Assumed Business Names.</u> The Company reserves the right to approve or disapprove the Independent Representative's change of business names and the formation of partnerships, corporations, and trusts for tax, estate planning, and limited liability purposes. If the Company approves such a change by the Independent Representative, the organization's name and the names of the organization's principals must appear on the Independent Representative application/agreement, along with a social security number or federal identification number. It is prohibited to make changes that attempt to circumvent or violate the Company's rules on raiding, solicitation, targeting, cross-sponsoring, or interference. 25. <u>Cancellation.</u> The Independent Representative agreement may be canceled at any time and for any reason by an Independent Representative notifying the Company in writing of the decision to cancel.

26. <u>Non-Renewal.</u> If an Independent Representative chooses not to renew his or her Independent Representative agreement, all rights to bonuses, marketing position, and wholesale purchases will cease. The sales organization of the terminated Independent Representative shall be transferred to his or her Sponsor/Enroller.

27. <u>Cancellation.</u> Because the Company primarily provides services to Independent Representatives and their Members, it is unlikely that the Company can recover any costs of providing these services through product returns. Any Independent Representative or Member may cancel their enrollment or monthly service fees anytime. A new enrollee can cancel their enrollment within seven (7) days of joining (for residents of the State of Montana, this period is fifteen (15) days). To prevent any "clawback" on commissions earned by Independent Representatives, any enrollment or related payments made in the Distributor Member Pay Plan described in paragraph 26 below shall have bonuses disbursed seven (7) days after the deadline for an Independent Representative or Member to enroll. Any canceling Independent Representative or Member agrees to return their membership card to the Company immediately upon termination.

28. <u>Repayment of Commissions by Independent Representative.</u> The Company is entitled to recover (clawback) any commission previously paid on a product or service sale if the purchase is canceled, or reversed, or if a refund is issued for a terminated purchase. The commission recovery will be made by adjusting the Independent Representative's check payment the following month. If there is no commission available for adjustment in that month, the Independent Representative who received the commission must repay the commission for the reversed sale within 30 days of the Company's notice to do so. Additionally, the Company may, at its discretion, deduct such amounts from future commissions payable to an Independent Representative under the Distributor Member Pay Plan.

29. <u>Product/Service Price Changes.</u> The Company may change the prices of products or services at any time and without notice, as well as modify its policies and procedures

30. All Independent Representatives must adhere to all relevant state and local tax laws and regulations regarding the sale of Company products or services.

31. Regardless of the Company's extended retail Member guarantee policy, it is important to note that for all retail sales made in a buyer's home, workplace, or other third-party locations, the FTC Three-Day Cooling Off Rule may apply. This rule mandates that specific language and a notice of cancellation must be included on the retail sales receipt. It is crucial that the three-day right of cancellation is verbally explained to the Member, and

they must receive two copies of the cancellation notice form. This ensures that Members are fully informed about their rights regarding the purchase.

32. <u>Prohibition on Raiding and Cross-Solicitation of Products or Other Direct Sales</u> <u>and/or Business Opportunities</u>. The Company takes its responsibility to protect the livelihoods of its sales force very seriously, along with the hard work invested in building the sales organization. Actions involving raiding and solicitation by Independent Representatives, who seek to lure other Independent Representatives away to noncompany products, services, or other direct sales/business opportunities, severely undermine the Company's marketing program. Such actions interfere with the relationship between the Company and its sales force and jeopardize the livelihoods of other Independent Representatives who have dedicated their efforts to establishing their businesses and the businesses of their downline, along with the benefits they have earned through their contributions to the sales organization.

Independent Representatives, as independent contractors, are free to engage in other business ventures, including other direct sales organizations. However, they must ensure that such activities do not directly compete with the Company or are conducted in a manner that undermines or raids the members or organizations that have been built by other Independent Representatives.

33. <u>Confidentiality & Data Ownership.</u> Periodically, the Company will supply data processing information and reports to the Independent Representative, including details about the Independent Representative's downline sales organization, product purchases, and product mix. The Independent Representative agrees that this information is proprietary and confidential to the Company and is transmitted in confidence. The Independent Representative agrees not to disclose this information to any third party, either directly or indirectly, nor use it to compete with the Company during or after the term of the agreement. The Independent Representative and the Company agree that, without this confidentiality and non-disclosure agreement, the Company would not provide the aforementioned confidential information to the Independent Representative. An Independent Representative seeking to sell his/her Independent Representative position must acknowledge and agree to this provision before finalizing the sale of their Independent Representative position

34. <u>Vendor Confidentiality</u>. The Company's business relationship with its vendors, manufacturers, and suppliers is confidential. An Independent Representative shall not directly or indirectly contact, speak to, or communicate with any Independent Representative of any supplier or manufacturer of the Company, except during a Company-sponsored event where the Independent Representative is present at the invitation of the Company. Violating this regulation may lead to termination and potential claims for damages if the Independent Representative's contact compromises the association with the vendor or manufacturer.

35. Independent Representatives must protect all private information of consumers, potential consumers, and other Members and Independent Representatives. This includes following privacy laws and implementing safeguards to prevent unauthorized use or disclosure of personal information. Breaches of privacy will not be tolerated.

36. <u>Change in Status</u>. **Divorce/Dissolution**: Should a couple get divorced or enter into a dissolution, they agree to notify the Company about who will take responsibility for the Independent Representative in one of the following ways:

a) A written notarized agreement signed by both parties indicating who will retain the Independent Representative.

b) A court order specifying who receives custody of the Independent Representative.

c) Both parties may choose to retain their joint Independent Representative and operate it as a partnership.

The divorced or dissolved Independent Representative may apply for a new Independent Representative without waiting 12 months.

Death: Upon the death of an Independent Representative, the rights and responsibilities of the Independent Representative may be passed on to the legally documented heir, provided that the heir has filled out a new Independent Representative application/agreement and completed the required training.

Disability: If an Independent Representative becomes disabled to the extent that he or she can no longer fulfill the required duties of the Company Independent Representative, the disabled Independent Representative's legal Representative or conservator shall:

a) Contact the Company within thirty (30) days of the disability and inform the Company of the Independent Representative's status and the plans for future management or cancellation of the Independent Representative.

b) Provide a notarized or court-confirmed copy of the appointment as legal Representative or conservator.

c) Provide a notarized or court-confirmed copy of the document establishing the right to administer the Company business.

d) If the legal Representative or conservator plans to continue the business of the Independent Representative, he or she shall fill out a new Independent Representative application/agreement and receive the required training consistent with the disabled Independent Representative's level at the time of disability.

e) These requirements must be satisfied within a six-month deadline.

37. <u>Sale or Transfer</u>. An Independent Representative rights cannot be transferred without a written application and approval from the Company. This provision also pertains to the transfer of any interest in an entity that owns an Independent Representative, which includes, but is not limited to, corporations, partnerships, trusts, or other non-individual entities. The prospective buyer must have a rank equal to or higher than that of the selling

Independent Representative, or they must have been a Company Independent Representative for at least one year prior to the sale. The Independent Representative must first present the position in writing to their Sponsor/Enroller. If the Sponsor/Enroller refuses the offer, the Independent Representative may then offer it for sale to other qualified Company Independent Representatives, but only under the same terms and conditions as those offered to the Sponsor/Enroller. An Independent Representative who sells their position will not be eligible to requalify as an Independent Representative for at least six months following the sale. The Company reserves the right to review the sale agreement and confirm the waiver from the upline Sponsor/Enroller if the upline Sponsor/Enroller chooses not to purchase the Member Distributor. An Independent Representative account.

An Independent Representative may not add a co-applicant and then remove their name from the Independent Representative position to evade the Company's policies regarding sale, assignment, delegation, or merger procedures. They must wait for twelve (12) months after adding a co-applicant before being able to remove their name. Additionally, using a sale or transfer to circumvent Company policies on raiding, soliciting, cross-sponsoring, or interference is strictly prohibited.

For one (1) year after the sale or transfer, an Independent Representative agrees not to disrupt, damage, impair, or interfere with the Company's business, either directly or indirectly. This includes interfering with or poaching its employees or Independent Representatives and disrupting its relationships with Members, agents, Independent Representatives, suppliers, vendors, or manufacturers. "Disrupting" or "interfering" refers to, but is not limited to, direct or indirect solicitation or recruitment for other direct selling business opportunities or products or services from other direct selling companies. An Independent Representative intending to sell or transfer his or her Representative status must acknowledge and agree to this provision before finalizing the sale or transfer of their Independent Representative status.

38. <u>Statement of Understanding.</u> This statement of policies and procedures is part of the agreement between Members and Independent Representatives and represents the complete understanding of the parties regarding their business relationship.

39. <u>Right to Amend Policies and Procedures.</u> The Company expressly reserves the right to modify or change prices, rules and regulations, policies and procedures, product availability, and the Distributor Member Pay Plan. Upon written notification, these changes are automatically incorporated as part of the agreement between the Company and the Independent Representative. The Company's communications regarding changes may include but are not limited to, mail, email, fax, postings on the Company website, or publications in company newsletters or magazines, among other methods.

40. <u>Non-Individual Ownership</u>. A partnership, limited liability company, or corporation may act as an Independent Representative. However, no individual may participate in more than one (1) Independent Representative in any form without express

written permission from the Company. This will be considered only under the most extreme and extraordinary circumstances.

An Independent Representative may change their status under the a) same Sponsor/Enroller from an individual to a partnership or corporation or from a partnership to a corporation, with proper and complete documentation. b) To establish a new Independent Representative as a partnership or corporation or to change the status to one of these business forms, a partnership/corporation form must be requested from the corporate home office. This form must be submitted, detailing all partners, stockholders, officers, or directors in the partnership or corporation. The partner or officer who submits the form must be authorized to enter into binding contracts on behalf of the partnership corporation. Furthermore, by submitting or the partnership/corporation form, you certify that no person with an interest in the business has held an interest in an Independent Representative within three (3) months before the submission of the form (unless it is the continuation of an existing Independent Representative changing its form of doing business).

41. Individual and Entity Ownership Information.

a) An individual may have only one Independent Representative in the Company. He or she cannot own any Independent Representative, individually or jointly. He or she may not participate as a partner, owner, stockholder, trustee, director, or association member in more than one Independent Representative in any capacity.

b) An individual shall provide the Company with a Social Security Number or a Taxpayer Identification Number (TIN) using an IRS W-9 form or W-8BEN (non-US citizen or business) online through enrollment. No individual operating under a fictitious name, nor any partnership, corporation, or other business entity, may become a Company Independent Representative without submitting an "Entity Information" form following the enrollment of proprietorship, corporation, Limited Liability Corporation (LLC), trust, or partnership.

- (1) Proprietorship: A copy of the fictitious name filing and a W-9 or W-8BEN (non-US citizen of business) form must be submitted.
- (2) Corporation: Copies of the articles of incorporation are needed, including the page with state seals and notarization. These articles will identify the principals and validate the Federal ID Number/Business Number/E.I.N, along with a W-9 or W-8BEN (non-US citizen) form.
- (3) LLC: Only IRS acceptance is required. The name on the IRS acceptance must include the LLC designation for it to be used as an LLC and a W-9 or W-8BEN (non-US citizen) form.
- (4) Trust: An affidavit of trust and a notarized copy of the power of attorney is necessary. If the Federal ID Number is to be used and is

not included in the affidavit, IRS acceptance will be required, along with a W-9 or W-8BEN (non-US citizen) form.

(5) Partnership: To register as a partner, complete the partnership section of the Entity Information form, ensuring all applicable signatures are included, along with a W-9 or W-8BEN form.

42. <u>Entity Guarantee for Owners</u>: Although the Company has offered Independent Representatives the opportunity to operate their Independent JIFU business as corporations, LLCs, trusts, or partnerships, it is agreed that since the Independent Representation is under the control of its owners or principals, the actions of individual owners or beneficiaries that may affect the Company and the Independent Representative are also critical to the Company's business. Therefore, it is agreed that the actions of the ownership entity's shareholders, officers, directors, trustees, beneficiaries, agents, employees, or any other related or interested parties, as well as the actions of such parties that contravene the Company's policies, shall be attributed to the corporate, LLC, trust, or partnership entity.

If any shareholders, officers, directors, trustees, beneficiaries, agents, employees, or other related parties of the ownership entity terminate their interests in the Independent Representative, any actions by those parties that maintain a beneficial financial interest, directly or indirectly, in the Independent Representative shall be attributed to the Independent Representative.

43. <u>Members of Same Household; Responsibility</u>. Members of an Independent Representative's household may operate as a single Independent Representative account. Still, they may not become separate Independent Representative Companies unless expressly agreed to in writing by the Company. A household is defined as a husband, wife, parties in a legally recognized domestic partnership, and dependents. Note: Children of legal age to contract and at least 18 years old are not considered part of their parent's household.

The company acknowledges that individuals living in the same household may also participate in competing direct selling ventures. While the actions of these individuals are generally conducted in good faith, there are instances where conflicts arise. Specifically, non-company household members may engage in activities such as recruitment, solicitation, or raiding of the Company's sales organization. Given that the household member with an ownership interest in the Company's Independent Representative is best positioned to prevent such actions, any cross-recruiting conducted by the non-company household member will be attributed to the Company Independent Representative. This may result in disciplinary measures or termination for the Independent Representative involved.

44. The Company is granted the right to utilize the Independent Representative's name, photograph, video footage, personal story, and likeness in various advertising or

promotional materials. The Independent Representative hereby waives any claims for compensation or remuneration related to this usage.

45. <u>Disciplinary Actions</u>. If an Independent Representative violates any policies or procedures, regardless of whether the violation has stopped or been corrected, the Company may take disciplinary action based on its sole discretion. This includes violations of the agreement, terms and conditions, or illegal, fraudulent, deceptive, or unethical business conduct. Possible disciplinary actions may include:

a) Issuance of a written warning or admonition.

b) Imposition of a fine, which may be levied immediately or deducted from future commission checks.

c) Reassignment of all or part of the Independent Representative's organization.

d) Suspension may lead to termination or reinstatement with conditions or restrictions.

e) Termination of the Independent Representative's status.

46. <u>Right to Terminate.</u> Independent Representative has violated the provisions of the Independent Representative Agreement, including any amended policies and procedures, as well as applicable laws and standards of fair dealing. Such involuntary termination will be made at the Company's discretion.

Upon involuntary termination, the Company will notify the Independent Representative by mail to the most recent address on file. In the event of termination, the Independent Representative agrees to cease all representations as an Independent Representative immediately.

- 47. <u>Termination</u>. The Company reserves the right to terminate any Independent Representative. When a decision is made to terminate an Independent Representative, the Company will notify them in writing that their termination is effective immediately upon the date of the notification. The termination notice will be sent by certified mail to the Independent Representative's most recent address on file with the Company.
- a) The Independent Representative has 15 days from the mailing date of the certified letter to appeal the termination in writing and respond to the findings of violations of the Company's agreements, policies, or rules. The Independent Representative's appeal and/or response must be received by the Company within 20 days of the termination letter. If the appeal is not received within this 20-day period, the termination will automatically be deemed final.
- b) If an Independent Representative files a timely appeal of their termination, the Company will review the situation, reconsider the termination, and may take any other appropriate action. The Independent Representative will be notified of the Company's decision,

which will be final and not subject to further review. If the termination is not rescinded, it will remain effective as of the date of the Company's original termination notice.

48. <u>Right to Sponsor/Enroller and Disputed Sponsorship/Enrollment.</u> All Independent Representatives have the right to sponsor others. Additionally, every person has the ultimate right to choose their own Sponsor/Enroller organization. If two Independent Representatives claim to be the Sponsors/Enrollers of the same new Member or Independent Representative, the Company will regard the first application received by the corporate home office as controlling.

a) As a general rule, it is good practice to recognize the first Independent Representative to meaningfully engage with a prospective Independent Representative as having the first claim to sponsorship. However, this is not necessarily controlling. Basic principles of common sense and consideration should guide these decisions.

b) To assist its Independent Representatives, the Company may offer various methods for registering or informing the Company of newly sponsored Independent Representatives. These methods may include online registration, telephone registration, and facsimile registration. Until the Company receives a completed application—either as a hard copy or via facsimile—containing all appropriate information and the signature of the proposed new Independent Representative, it will only consider internet, telephone, or facsimile registrations as "intended" recognition of the Sponsor/Enroller. Therefore, while the Company aims to facilitate the process for sponsoring Independent Representatives, it remains the responsibility of the sponsoring Independent Representative to ensure that a completed and signed Independent Representative agreement is delivered to the Company if they expect formal recognition as the official sponsoring Independent Representative.

c) There is no "magic" in the Company or in any business. Those who sponsor widely without assisting new Independent Representatives in developing their businesses will encounter limited success. Thus, a key responsibility of sponsorship is to work closely with new Independent Representatives, helping them learn the business and encouraging them during the critical early months.

d) Sponsor/Enrollers are not required to carry an inventory of products or sales aids for new Independent Representatives. However, Independent Representatives who do maintain inventory often find it easier to build a substantial sales organization, as it reduces response time in meeting a new Independent Representative's needs.

e) When soliciting a prospective Independent Representative to join the Company's network program, the Independent Representative must clearly explain the following:

- (1) Products: the type, performance, and quality of each product.
- (2) Distributor Member Pay Plan.
- (3) Policies and Procedures.
- (4) Independent Representative's rights and duties.

(5) Other important information that may influence the judgment of the prospective Independent Representative.

49. <u>Transfer of Sponsor/Enroller</u>. Transfers are generally not allowed and are actively discouraged, as maintaining the integrity of sponsorship is crucial for the success of the organization.

Transfers will typically be approved only under three circumstances:

1. If there is evidence of unethical sponsoring by the original Sponsor/Enroller. In such cases, the Company will have the final authority.

2. If an individual resigns from the Company entirely, they must wait three months before reapplying under a new Sponsor/Enroller.

In cases of unethical sponsoring, the individual may be transferred along with any downline representatives. However, in all other situations, only the individual will be transferred, and their downline Independent Representatives will remain with the original line of sponsorship.

50. <u>Eligibility For Commissions & Bonuses.</u> Under the Company Pay Plan, the Independent Representative must comply with:

- a) Supervisory responsibility requirements as outlined herein.
- b) 70% rule on resale of wholesale product ordered, and

c) Retail sales rule requiring sales to at least five (5) non-participant retail Members per month. The requirement that his/her downline has retailed product which has been purchased at wholesale.

51. <u>Record Keeping.</u> The Company encourages each Independent Representative to maintain accurate sales records. The program is based on retail sales to end consumers; therefore, any form of stockpiling or pyramiding is prohibited. Products and services are available to Independent Representatives solely for personal use and for resale to consumers.

52. <u>Addenda and Differing State Laws.</u> See the specific addenda to the Independent Representative agreement for specific states regarding statutory purchasing limitations, buyback rules, other restrictions, disclosures, and additional Independent Representative rights and responsibilities. In any state with a business opportunity statute, required expenditures during the first six months shall not exceed the statutory amount that initiates the applicability of the state business opportunity statute.

53. <u>Income Claims</u>. No income claims, income projections, or income representations may be made to prospective Independent Representatives. Any false, deceptive, or misleading claims regarding the opportunity, product/service are prohibited.

Occasionally, in their enthusiasm, Independent Representatives may be tempted to represent hypothetical income figures based on the power of network marketing as actual income projections. This approach can be counterproductive, as new Independent Representatives may quickly become disappointed if their results do not match the expectations set by these hypothetical models. The Company firmly believes that the income potential is substantial enough to be attractive in reality without relying on artificial or unrealistic projections.

54. <u>Representation of Status</u>. Any reference the Independent Representative makes to him/herself must set forth the Independent Representative's independent status. For example, if the Independent Representative has a business telephone, the telephone may not be listed under the Company's name or in any other manner that does not disclose the independent contractor status of the Independent Representative.

55. <u>Judgment and Tax Liens.</u> The Company will fully comply with any court order or any request from government taxing authorities in the United States and Canada that requires the withholding of an Independent Representative's earnings from their account with the Company.

56. <u>Subpoenas Duces Tecum (Demands for Records</u>). Assuming proper jurisdiction, the Company will comply with all subpoenas duces tecum demanding financial Independent Representative pay records of a Independent Representative in his/her capacity as an independent contractor with the Company.

57. <u>Requests for Records</u>. The Company will comply fully with all requests for records accompanied by a properly prepared and signed authorization by the person whose records are being sought. The Company will comply fully with all requests for records by government agencies with the authority to request such records and accompanied by the requisite legal documentation.

58. <u>Newspaper Advertisements</u>. Some Independent Representatives use classified advertising in the newspapers to find prospects. The following rules apply:

- Must be approved by Company in writing.

- No advertisement may imply that a "job" or "position" is available.

- No specific income can be promised.

- Advertisements must contain no misleading facts or distortions of the Company opportunity or product line.

59. <u>Business Cards and Stationery</u>. Any printed materials, including business cards and stationery, must be approved by the Company in advance. Criteria for approving these materials will include a judgment regarding the quality of the materials and properly setting forth the independent status of the Independent Representative. 60. <u>Telemarketing Techniques</u>. The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (along with several states) enforce "do not call" regulations as part of their telemarketing laws. Although the Company does not view Independent Representatives as "telemarketers" in the conventional sense, these regulations broadly define "telemarketer" and "telemarketing." Therefore, if you accidentally call someone whose number is on the federal "do not call" registry, it could lead to a violation of the law. It's important to take these regulations seriously, as they come with significant penalties.

Independent Representatives must not engage in telemarketing in the operation of their Company businesses. The term "telemarketing" refers to placing one or more calls to an individual or entity to encourage the purchase of a Company product or service, or to recruit them for the Company opportunity. "Cold calls" to prospective Members or Independent Representatives that promote either Company products or services or the Company opportunity are considered telemarketing and are prohibited. However, a call to a prospective Member or Independent Representative (a "prospect") is permissible under the following situations:

a) You may contact family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have had a first-hand relationship within the previous three (3) months. Be cautious; if you routinely collect business cards and call everyone, the FTC might view this as a form of telemarketing outside this exemption. Therefore, calls to "acquaintances" should occur occasionally and not be a standard practice.

b) The call is allowed if the prospect has made a personal inquiry or application regarding a product or service from the Independent Representative within the three (3) months prior to the call.

c) An established business relationship qualifies. This exists if there has been a purchase, rental, or lease of goods or services from the Representative, or a financial transaction within the eighteen (18) months leading up to the call.

d) Written and signed permission from the prospect is another condition. This authorization must specify which telephone number(s) the Independent Representative is allowed to call.

e) Furthermore, Independent Representatives cannot use automatic telephone dialing systems for their Company business operations. An "automatic telephone dialing system" is defined as equipment capable of storing or generating telephone numbers to be called and dialing those numbers.

61. <u>Press Inquiries</u>. The company must be contacted immediately by the media for any inquiries. This policy assures accuracy and a consistent public image.

62. <u>Social Networking.</u> If done correctly and in compliance with Company policies, social networking can effectively drive traffic to the official Company website and the authorized personal replicated websites of Independent Representatives. The following guidelines should be adhered to regarding social networking:

a) The Company encourages Independent Representatives to participate in online forums, discussion groups, blogs, and other forms of Internet communication to share the benefits of the Company's products and opportunities. Internet social networking should be viewed similarly to telephoning and emailing; it is acceptable as long as it complies with the general policies and procedures governing claims and communications. Social networks encompass platforms like Facebook, LinkedIn, Twitter, etc. You may also discover various networks by searching for specific topics online.

b) Compliance with the rules associated with different websites and networks is essential. Some sites may prohibit marketing financial opportunities or selling products. In such cases, you can share testimonials about how the Company's technology has benefited you or discuss improvements in your life. When others hear your stories, they may inquire further, presenting a natural opportunity to direct them to your authorized Company website.

c) If you wish to publish content on platforms like YouTube or Twitter, you must first notify the Company compliance department via email and provide a link to your material for review. If your content is found to be non-compliant, you will be required to remove it within 24 hours.

d) The use of registered and trademarked Company names for social media links is prohibited unless written approval is granted by the Company.

e) On Facebook and other social networking sites, consider joining our "Fans" or "Like our Page" to promote your business online. Here are some guidelines to follow:

1. **Positive Steps to Help Your Business:**

- Post as frequently as you wish on your wall.
- Comment freely on your photos and links.
- Share as many links on your page as you like.

2. **Activity to Avoid:**

- Do not exceed the allowed number of friend invites per day to prevent account deactivation.

- Refrain from posting about the Company on someone's wall if they have requested that you stop.

- Do not email links to individuals you do not know unless they have explicitly asked for them.

- Avoid posting on others' walls more than the allowed number of times per day to prevent deactivation.

An Independent Representative should treat Facebook and other online forums as they would in real life but within the virtual realm. Your page is your property, while others' pages are theirs; respecting this "ownership" helps maintain good standing with social networking sites and upholds the integrity of the Company.

63. Internet Search Engine Optimization.

a) The text you provided outlines the policies and procedures that Independent Representatives of JIFU, LLC must follow regarding advertising and communication online. Here's a summary of the key points:

1. **Use of Company Names and Trademarks**: Independent Representatives can use the company's names and trademarks in approved internet advertising. However, they must ensure that any advertising clearly indicates it is from an "Independent Representative."

2. **Social Media and Chat Participation**: Representatives can discuss company products using approved language in brochures and other materials. They are prohibited from using explicit, threatening, or otherwise prohibited language.

3. **Search Engine Usage**: While Independent Representatives may communicate product benefits, they cannot use the company's trademarks or product names in search engines, except as approved keywords.

4. **Website and Domain Restrictions**: Using the company's name in URLs, domain names, or email addresses is not allowed, unless it's part of the representative's authorized website.

5. **Content Publishing Restrictions**: Representatives must avoid posting defamatory or offensive content related to the company on their websites or social media.

6. **Email Communication Rules**: Any form of unsolicited mass emailing or use of purchased email lists is prohibited. All email communications should be consensual and transparent regarding origins.

7. **Linking Policy**: Links from Independent Representative websites must be pre-approved by the company, and the use of cloaking tactics is forbidden.

8. **Compliance with Laws**: Representatives must adhere to all applicable internet laws and regulations, avoiding any form of spamming or illegal practices.

9. **Digital Advertising Compliance**: All digital media advertising must conform to the company's policies and procedures as well as relevant laws.

These guidelines are designed to maintain the integrity of the company and its Independent Representatives, ensuring compliance and protecting the brand. If you need more specific information or have questions about certain sections, feel free to ask!

64. <u>No Federal or State Endorsement.</u> Federal and state regulatory agencies rarely approve or endorse direct selling programs. Therefore, Independent Representatives may not represent that any governmental agency has approved or endorsed the Company's program.

65. <u>Indemnification and Hold Harmless</u>. The independent Independent Representative hereby indemnifies and releases Company, its officers, directors, agents, and assigns and holds harmless from and against the full amount of any and all claims, causes of action, judicial and administrative proceedings suits, charges, liabilities, losses, damages, costs and expenses, including without limitation court costs and reasonable fees and expenses of attorneys and consultants, which are or may be made, filed or assessed against Company at any time arising out of Independent Representative's business operations and representations made by Independent Representative in the operation of his/her business, arising from the following:

a) Violation and/or lack of compliance with terms of the Independent Representative agreement, policies,, and procedures, rules and regulations, marketing program manual or guideline,s, or any other directive from the Company as to method and manner of operation of the independent Independent Representative business;

b) Engaging in any conduct not authorized by the Company in the Company market program;

c) Any fraud, negligence, or willful misconduct in the operation of the independent Independent Representative business;

d) Misrepresentation or unauthorized representation regarding the Company's product or service, marketing opportunity or potential or the Company's marketing program;

e) Failure to adhere to any federal, state or local law, regulation,

ordinance and/or any order or rule issued by any court of appropriate jurisdiction; f) Engaging in any action which exceeds the scope of authority to the

Independent Representative as granted by the Company;

g) Engaging in any activity over which the Company has no effective control as to the actions of the Independent Representative.

h) Engaging in the general business operations of Independent Representative's business.

66. <u>Waiver</u>. The Company maintains its right to enforce compliance with these rules and applicable business laws at all times. This applies to all situations, both explicitly and implicitly, unless there is a written waiver provided by an authorized officer of the Company. Furthermore, any permission granted by the Company for a specific breach of rules does not apply to future breaches. This clause emphasizes the principle of "waiver," and all parties acknowledge that the Company will not forfeit any of its rights in any circumstance unless there is written confirmation as mentioned above. 67. <u>Governing Law</u>. This agreement shall be governed by the laws of the state of Idaho, and all claims, disputes, and other matters between the parties of this agreement shall be brought in Ada County, Boise, Idaho.

68. <u>Partial Validity</u>. If any portion of these Policies and Procedures, the Independent Representative's application and agreement, or any other related documents issued by the Company is found to be invalid by a court of competent jurisdiction, the remaining portions shall continue to be valid and enforceable in full force and effect.