



FREZZOR
Distributor Policy
And
Procedures

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Section 1

Philosophy

1.1 Corporate Mission Statement

1.1 - Our mission is that we are passionately committed to serving, inspiring and empowering all people with the opportunity to experience incredible wellness and financial freedom.

1.2 Code of Ethics

FREZZOR, LLC. (“FREZZOR” or the “Company”) is a direct selling Company, where policies and procedures herein are applicable to all independent distributors of the Company. These uniformed guidelines help ensure a standard of excellence and integrity throughout our organization. Every FREZZOR Distributor is expected to practice the following ethical behavior when acting in the name of the company:

- I will be respectful of every person I meet while doing FREZZOR related business.
- At all times I will conduct myself and my business in an ethical, moral, legal, and financially sound manner.
- I will not engage in activities that would bring disrepute to FREZZOR, any FREZZOR corporate officer or employee, myself, or other Distributors.
- I will not make discouraging or disparaging claims toward other FREZZOR Distributors or FREZZOR corporate officer or employee. I will ensure that in all FREZZOR business dealings I will refrain from engaging in negative language. I will refrain from making any type of slanderous statements.
- I will be truthful in my representation of FREZZOR products by making no diagnostic, therapeutic, curative, or exaggerated claims and by clearly stating all terms of sale. I understand any claim of cure, prevention, mitigation, or treatment or any prescription is strictly forbidden.
- I will provide support and encouragement to my Customers to ensure that their experience with FREZZOR is a successful one. I understand that it is important to provide follow-up service and support to my downline.
- I will correctly represent all the bonus/compensation plans available through FREZZOR and the income potential represented therein. I understand I may not use my own income as an indication of others’ potential success, or use compensation checks as marketing materials. I further understand that I may only disclose my FREZZOR income to recruit a potential distributor(s) after I have given a copy of the Income Disclosure Statement to the potential distributor(s). A copy of the Income Disclosure Statement can be obtained upon written request to FREZZOR.

- I will abide by all of FREZZOR's Policies & Procedures now and as they may be amended in the future.

Section 2 Introduction

2.1 Policies and Compensation Plan

These Policies and Procedures, in its present form and as amended at the sole discretion of FREZZOR, are incorporated into and form an integral part of the FREZZOR Distributor Agreement. Throughout these Policies, when the term "Agreement" is used, it collectively refers to the FREZZOR Distributor Application and Agreement, these Policies and Procedures, and the FREZZOR Compensation Plan. These documents are incorporated by reference into the FREZZOR Distributor Agreement (all in their current form and as amended by FREZZOR). It is the responsibility of each Independent Distributor (hereafter "Distributor") to read, understand, adhere to, and ensure that they are aware of and operating under the most current version of these Policies and Procedures. When enrolling a new Distributor, it is the responsibility of the enrolling Distributor to ensure that the applicant is provided with, or has online access to the most current version of these Policies and Procedures and the FREZZOR Compensation Plan prior to their execution of the Distributor Agreement.

2.2 Adherence to the Frezzor Compensation Plan

Distributors must adhere to the terms of the FREZZOR Compensation Plan as set forth in Official FREZZOR Literature. Distributors shall not require or encourage other current or prospective Customers or Distributors to execute any agreement, contract, or membership, other than those offered by the Company, in order to become a FREZZOR Distributor. Similarly, Distributors shall not require or encourage other current or prospective Customers or Distributors to make any purchase from, or payment to, any individual or other entity to participate in the FREZZOR Compensation Plan other than those purchases or payments identified as recommended or required in Official FREZZOR Literature.

2.3 Purpose of Policies

FREZZOR is a direct sales company that markets its products through Independent Distributors. It is important to understand that your success and the success of your fellow Distributors depend on the integrity of the men and women who market our products and services. To clearly define the relationship that exists between Distributors and FREZZOR, and to explicitly set a standard for acceptable business conduct, FREZZOR has established this Agreement. FREZZOR Distributors are required to comply with (1) all of the Terms and Conditions set forth in the Agreement which FREZZOR may amend at its sole discretion from time to time and (2) all federal, state, and local laws governing their FREZZOR business and their conduct. Because you may be unfamiliar with many of these standards of practice, it is very important that you read and abide by the Agreement. Please review the information in this document carefully. It explains and governs the relationship between you, as an independent contractor, and the Company. If you have any questions regarding any policy or rule, do not hesitate to contact the Company or seek an answer from your upline.

2.4 Changes to the Agreement

Because federal, state, and local laws, as well as the business environment, periodically change, FREZZOR reserves the right to amend the Agreement and its prices in its sole and absolute discretion at any time. By signing the Distributor Agreement, a Distributor agrees to abide by all amendments or modifications that FREZZOR elects to make. Amendments shall be effective upon notice to all Distributors that the Agreement has been modified. Notification of amendments shall be published in official FREZZOR materials. The Company shall provide or make available to all Distributors a complete copy of the amended provisions by one or more of the following methods: (1) posting on the Company's official website, (2) electronic mail (e-mail), (3) fax-on-demand, (4) voice mail system broadcast, (5) inclusion in Company periodicals, (6) inclusion in product orders, or (7) special mailings. The continuation of a Distributor's FREZZOR business or a Distributor's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

2.5 Delays

FREZZOR shall not be responsible for delays or failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, death, curtailment of a party's source of supply, or government decrees or orders.

2.6 Policies and Provisions Severable

If any provision of the Agreement, in its current form or as may be amended is found to be invalid or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect. The severed provision, or portion thereof, shall be reformed to reflect the purpose of the provision as closely as possible.

2.7 Waiver

The Company never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of FREZZOR to exercise any right or power under the Agreement or to insist upon strict compliance by a Distributor with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of FREZZOR's right to demand exact compliance with the Agreement. Waiver by FREZZOR can be effectuated only in writing by an authorized officer of the Company. FREZZOR's waiver of any particular breach by a Distributor shall not affect or impair FREZZOR's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other Distributor. Nor shall any delay or omission by FREZZOR to exercise any right arising from a breach affect or impair FREZZOR's rights as to that or any subsequent breach. The existence of any claim or cause of action of a Distributor against FREZZOR shall not constitute a defense to FREZZOR's enforcement of any term or provision of the Agreement.

2.8 Corporate Tours

You may visit FREZZOR corporate owned facilities only at designated times. You must make an appointment in advance to arrange any such visit. At the time of the visit, you are immediately required to sign in at the front desk, and must be accompanied at all times by a FREZZOR employee.

Section 3

Becoming a Distributor

3.1 Requirements

To become a FREZZOR Distributor, each applicant must:

- Be of the age of majority in his or her state of residence;
- Reside in the United States, U.S. Territories, or a country that FREZZOR has officially opened for business;
- Have a valid Social Security or Federal Tax ID number on file with the Company (if in the U.S.);
- Submit a properly completed Distributor Agreement to FREZZOR.

3.2 No Product Purchase Required

No person is required to purchase FREZZOR products, services or sales aids, to become a Distributor. However, each applicant must purchase a \$50.00 membership. FREZZOR will repurchase resalable kits from any Distributor who terminates their Distributor Agreement pursuant to the terms of Section 14.

3.3 Distributor Benefits

Once a Distributor Agreement has been accepted by FREZZOR, the benefits of the Compensation Plan and the Distributor Agreement are available to Distributors in good standing. These benefits include the right to:

- Sell FREZZOR products in accordance with Policies & Procedures;
- Participate in the FREZZOR Compensation Plan (receive bonuses and commissions, as eligible);
- Enrolling other individuals as Customers or Distributors into the FREZZOR business and thereby, build a marketing organization and progress through the FREZZOR Compensation Plan;
- Receive periodic FREZZOR literature and other FREZZOR communications;
- Participate in FREZZOR-sponsored support, service, training, motivational and recognition functions (upon payment of appropriate charges, if applicable); and
- Participate in promotional and incentive contests and programs sponsored by FREZZOR.

3.4 Enroller Rights

In addition, every person has the ultimate right to choose his/her own enroller. If two distributors should claim to be the enrollers of the same new distributor, the Company shall regard the first application received by the corporate home office as controlling. As a general rule, it is good practice to regard the first distributor to meaningfully work with a prospective distributor as having first claim to enroller, but this is not necessarily controlling. Basic tenets of common sense and consideration

should govern. As a convenience to its distributors, the company may provide various methods of registering or informing the company of newly enrolled distributors, including telephone registration and facsimile registration and online registration. Until such time as the company receives an application, either as hard copy or by facsimile, containing all appropriate information, as well as the signature of the proposed new distributor, the company will only consider the incomplete telephone, e-mail, or facsimile registration in the category of “intended” registration. Thus, although the company is attempting to create some convenience for its enrolling distributors, it is the responsibility of the enrolling distributor to cause delivery to the company of a completed and signed distributor agreement if the enroller is to expect recognition as the official enrolling distributor.

3.5 Term and Renewal of a FREZZOR Business

The term of the Distributor Agreement is one year from the date of its acceptance by FREZZOR (subject to reclassification for inactivity after six months). Every Distributor Agreement must be renewed each year with an annual renewal fee of \$50, which must be paid on or before the anniversary date of the Distributor Agreement. A Distributorship will be automatically renewed or a Distributor may renew by calling Distributor Services. The renewal fee must be paid at the time of renewal by submitting payment through a valid credit card. If the renewal fee is not paid within 30 days after the expiration of the current term, the Distributor Agreement will be assumed to have voluntarily terminated their Distributorship. Termination will result in loss of all sponsorship/enrollment, bonus rights and payouts.

3.6 Income Disclosure Policy

No income claims, income projections nor income representations may be made to prospective distributors. All false, deceptive or misleading claims regarding the opportunity or product are prohibited. In their enthusiasm, distributors are occasionally tempted to represent hypothetical income figures based upon the inherent power of network marketing as actual income projections. This is counter-productive, since new distributors may be quickly disappointed if their results are different than the hypothetical model. The Company firmly believes that the income potential is great enough to be highly attractive in reality that there is no need to resort to artificial and unrealistic projections.

Section 4 Advertising

4.1 Intellectual Property

Distributors will be allowed to use the FREZZOR name in online content, discussions and posts with the follow exceptions:

- Use of the FREZZOR name is not allowed in the URL (WWW.FREZZORxyz.com)
- Distributors may not use a domain name that sounds similar to FREZZOR such as www.frezz0r.com, www.frezzar.com, www.frez-zor.com.
- Use as a URL prefix or suffix is not allowed (FREZZOR.blogsite.com)
- Distributors may use the FREZZOR name in the path of a domain name (www.xyz.com/FREZZOR)

- Distributors will be allowed to use the FREZZOR name in content related sites, emails, blogs, and message boards.
- Distributors will not be able to use the word FREZZOR in the numerical format of a phone number such as +1 800 5FREZZOR.
- Distributors will not be able to use the word FREZZOR on their vehicle license plate.
- Distributors will be allowed to include a link back to their FREZZOR replicated site from their website, blogs, emails, or message boards.
- Distributors must ensure that company or product information on websites, blogs, and message boards must be consistent with the information on the FREZZOR and their FREZZOR replicated sites.
- Distributors are allowed to use the FREZZOR logo in content related sites, blogs, and message boards.
- Distributors will be required to report any content they see in violations of the online advertising terms to compliance@FREZZOR.com.

4.2 Independent Distributor-Produced Marketing Materials

Distributors may create or publish their own printed or video marketing materials, advertising materials, promotional materials, and/or other sales aids. All printed or video marketing materials, advertising materials, promotional materials, and/or other sales aids must be approved by FREZZOR's compliance department prior to publishing.

- Distributors may sell printed or video marketing materials, advertising materials, tools, training, and/or other sales aids to sell to other FREZZOR Distributors, provided they comply with section 4.3.
- Distributors may not produce for sale or distribution any Company events [or recorded events] and speeches without written permission from FREZZOR.
- Distributors may not reproduce for sale or for personal use any recording of Company-produced audio or videotape presentations.
- FREZZOR further reserves the right to rescind approval for any sales tools, promotional materials, advertisements, or other literature, and Distributors waive all claims for damages or remuneration arising from or relating to such rescission.
- Distributors will be required to report any content they see in violations of the online advertising terms to compliance@FREZZOR.com.

4.3 Sale of Distributor-Produced Marketing Materials

In order for a Distributor or Entity to be eligible to sell printed or video marketing materials, advertising materials, tools, training, and/or other sales aids to sell to other FREZZOR Distributors they must agree to the following:

- Must receive written authorization from FREZZOR to sell and distribute printed or video marketing materials, advertising materials, tools, training, and/or other sales aids prior to creating or disseminating any such materials.
- Distributors requesting authorization to sell printed or video marketing materials, advertising materials, tools, training, and/or other sales aids must:

- Agree not to profit from the sales of anything to other FREZZOR Distributors other than outlined in the Official FREZZOR Compensation Plan.
- Agrees to maintain complete records of all transaction relating to sales and production of any printed or video marketing materials, advertising materials, tools, training, and/or other sales aids and make available upon request to FREZZOR for auditing purposes.
- Must submit all materials or event agendas to FREZZOR for written approval prior to selling or disseminating.
- Must re-submit to FREZZOR for written approval any time a change is made prior to selling or disseminating to approved materials or event agendas.
- Permits, allows and authorizes FREZZOR to use and/or modify any materials or events for promotional or commercial purposes at anytime without notice.
- Agrees that FREZZOR may without notice or reason rescind permissions to sell or disseminate printed or video marketing materials, advertising materials, tools, training, and/or other sales aids and Distributors and/or Entities agree to waive all claims for damages arising from or relating to such rescission.
- Agrees to provide FREZZOR upon request copies both printed, electronic and in any other media requested, copies of any and all printed or video marketing materials, advertising materials, tools, training, and/or other sales aids approved for sale and dissemination.
- Agrees that it is the sole responsibility of the selling Distributor or Entity to ensure compliance with all laws and regulations and agrees to hold harmless FREZZOR, its agents, officers, and employees resulting from any legal actions resulting from the sale of printed or video marketing materials, advertising materials, tools, training, and/or other sales aids whether approved or unapproved.
- Distributors may charge a fair and reasonable “cover charge” at events to cover the cost of the event.
- Distributors may not sell any apparel or merchandise to other FREZZOR Distributors.
- Distributor agrees to hold harmless FREZZOR and its agents, officers, and employees for any consequence resulting from enforcement of this agreement.

4.4 Distributor Websites

If a Distributor desires to utilize an Internet web page to promote their business, they may do so through FREZZOR’s official website (www.FREZZOR.com) or through FREZZOR approved replicating websites after entering into the Website License Agreement. Distributors may not use FREZZOR in their web alias. A copy of the Agreement can be obtained upon written request to support@FREZZOR.com. FREZZOR products may not be sold through Ebay, Yahoo Auctions, Ebid, or any other auction website. Distributors may sell FREZZOR on their own site provided that FREZZOR is the only product of it’s kind being sold on the site. Alternatively, Distributors may develop their own web pages. However, any Distributor who does so: (a) must use only text found on the Company’s official website; (b) may not supplement the content of their website with text from any source other than the Company; (c) must register their site(s) with the Compliance department and receive written permission from Compliance prior to the site’s public availability. After initial approval to the website is obtained, the Distributor may not change or modify its website without the express written consent of the Company. Failure to comply may result in disciplinary action up to and including termination of a Distributorship.

4.5 Domain Names and E-mail Addresses

Distributors may not use or attempt to register or sell any of FREZZOR's trade names, trademarks, domain name, service names, service marks, product names, or any derivative thereof. However, Distributors may use FREZZOR in the local part (the part before the @ symbol) of an e-mail address.

4.6 Sales Mediums

FREZZOR products may not be sold or promoted through catalogues or other mass sales mediums, such as infomercials, television, radio, or other related sales mediums.

4.7 Publicity Specifications

The name of the Company and other names as may be adopted by the Company are proprietary trade names and trademarks of the Company. As such, these marks are of great value to the Company and are supplied to distributor for distributor's use only in an expressly authorized manner. Distributor agrees not to advertise the Company product in any way other than the advertising or promotional materials made available to distributor by the Company. Distributor agrees not to use any written, printed, recorded or any other material in advertising, promoting or describing the product or the Company marketing program, or in any other manner, any material which has not been copyrighted and supplied by the Company, unless such material has been submitted to the Company and approved in writing by the Company before being disseminated, published or displayed.

The distributor, as an independent contractor, is fully responsible for all of his/her verbal and written statements made regarding the product and marketing program which are not expressly contained in writing in the current distributor agreement, and advertising or promotional materials supplied directly by the Company. Distributor agrees to indemnify the Company and hold it harmless from any and all liability including judgments, civil penalties, refund, attorney fees, court costs or lost business incurred by the Company as a result of distributor's unauthorized representations.

All Company materials, whether printed, on film, produced by sound recording, or on the internet, are copyrighted and may not be reproduced in whole or in part by distributors or any other person except as authorized by the Company. Permission to reproduce any materials will be considered only in extreme circumstances. Therefore, a distributor should not anticipate that approval will be granted.

A Company distributor may not produce, use or distribute any information relative to the contents, characteristics or properties of Company product which has not been provided directly by the Company. This prohibition includes but is not limited to print, audio or video media.

A Company distributor may not produce, sell or distribute literature, films or sound recordings which are deceptively similar in nature to those produced, published and provided by the Company for its distributors. Nor may a distributor purchase, sell or distribute non company materials which imply or suggest that said materials originate from the Company.

Any display ads or institutional or trademark advertising copy, other than covered in the foregoing rules, must be submitted to the Company and approved in writing by the Company prior to publication.

All advertising copy, direct mailing, radio, TV, newspaper and display copy must be approved in writing before being disseminated, published or displayed with the exception of blind ads where no reference is made to the Company name or product name.

A Distributor may not sell leads to any other FREZZOR Distributor or be involved in a lead generation company.

4.8 Advertised Price

You may not advertise any FREZZOR products/distributorships at a price LESS than the highest published company price, or established retail price of ONE bottle or ONE case of the FREZZOR product, in the region/country that it is being purchased in. This includes, but is not limited to, offers of free membership, or any other such offers that grant advantages beyond those that are available through the company.

4.9 Generic Business Advertisements

If you advertise via newspaper or other advertising venues, the following rules apply:

- No advertisement may imply that a job, position, salary, or any type of employment is allowed.
- No advertisement may promote, represent, or imply salaried positions, management positions, hourly wages, full or part-time employment, or guaranteed incomes. The FREZZOR opportunity is not a job, and may not be presented as such. Terms such as “manager trainee,” “management positions available,” “travel provided,” “call for interview,” “positions available,” “now hiring,” and other misleading statements are not allowed.
- No specific income can be promised or implied, and any references to compensation must use the word “commissions” to indicate the independent contractor status of distributors.
- Advertisements may not contain references to FREZZOR or its products.
- You may not use any of FREZZOR’s trademarks or trade-names.
- Distributors may not make income representations or claims.

Any requests for variances from the above rules must be submitted to FREZZOR and approved in writing prior to publication. Please direct any inquiries to support@FREZZOR.com, or by fax to the attention of the Compliance department at .

4.10 Media and Media Inquiries

Distributors must not initiate any interaction with the media or attempt to respond to media inquiries regarding FREZZOR, its products or services, or their independent FREZZOR business. All inquiries by any type of media must be immediately referred to FREZZOR's Compliance department. This policy is designed to ensure that accurate and consistent information is provided to the public, as well as a proper public image.

4.11 Unsolicited E-mail and Fax Communication

FREZZOR does not permit Distributors to send unsolicited emails unless such emails strictly comply with applicable laws and regulations, including, without limitation, the federal CAN SPAM Act. Any e-mail sent by a Distributor that promotes FREZZOR, the FREZZOR opportunity, or FREZZOR products and services, must comply with the following:

- There must be a functioning return e-mail address to the sender.
- There must be a notice in the e-mail that advises the recipient that they may reply to the e-mail, via the functioning return e-mail address, to request that future e-mail solicitations or correspondence not be sent to him or her (a functioning "opt-out" notice).
- The e-mail must include the Distributor's physical mailing address.
- The e-mail must clearly and conspicuously disclose that the message is an advertisement or solicitation.
- The use of deceptive subject lines and/or false header information is prohibited.
- All opt-out requests, whether received by e-mail or regular mail, must be honored. If a Distributor receives an opt-out request from a recipient of an e-mail, the Distributor must forward the opt-out request to the Company.

FREZZOR may periodically send commercial emails on behalf of Distributors. By entering into the Distributor Agreement, Distributor agrees that the Company may send such emails and that the Distributor's physical and e-mail addresses will be included in such emails as outlined above. Distributors shall honor opt-out requests generated as a result of such emails sent by the Company. Except as provided in this section, Distributors may not use or transmit unsolicited faxes or use an automatic telephone dialing system relative to the operation of their FREZZOR business.

4.12 Telemarketing Restrictions

The Federal Trade Commission and the Federal Communications Commission each have laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. While you may not consider yourself a "telemarketer" in the traditional sense of the word, these regulations broadly define "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties (up to \$11,000.00 per violation).

4.13 Indemnification

A Distributor is fully responsible for all of their verbal and written statements made regarding FREZZOR products, services, and the Marketing and Compensation Plan which are not expressly contained in official FREZZOR materials. Distributors agree to indemnify FREZZOR and FREZZOR's directors, officers, employees, and agents, and hold them harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs, or lost business incurred by FREZZOR as a result of the Distributor's unauthorized representations or actions. This provision shall survive the termination of the Distributor Agreement.

4.14 Product Claims

No claims (which include personal testimonials) as to therapeutic, curative, or beneficial properties of any products offered by FREZZOR may be made except those contained in Official FREZZOR Literature. In particular, no Distributor may make any claim that FREZZOR products are useful in the cure, treatment, diagnosis, mitigation, or prevention of any diseases. Distributors are not allowed to make health claims. Such statements can be perceived as medical or drug claims. Not only do such claims violate FREZZOR policies, but they potentially violate federal and state laws and regulations, including the federal Food, Drug, and Cosmetic Act and Federal Trade Commission Act.

4.15 Trade Shows, Expositions and Other

Distributors may display and/or sell ONLY FREZZOR products at trade shows and professional expositions, with prior written approval from Compliance. Requests are approved on a first-submitted, first-served basis, and a maximum of one FREZZOR booth per event is allowed. Only one event per Distributor at a time is permitted. At the completion of each event, an additional request may be made. FREZZOR further reserves the right to refuse authorization to participate at any function which it does not deem a suitable forum for the promotion of its products or the FREZZOR opportunity.

Section 5

A Distributor's Relationship With The Company

5.1 Business Entities

A corporation, partnership, limited liability company, or trust (collectively referred to in this section as a "Business Entity") may apply to be a FREZZOR Distributor by submitting its Certificate of Good Standing (for corporations and limited liability companies), Partnership Agreement, or trust documents (these documents are collectively referred to as the "Entity Documents") to FREZZOR, along with a properly completed Distributor Agreement.

A FREZZOR business may change its status under the same enroller from an individual to a partnership, corporation or trust, or from one type of entity to another. An individual may only be a party to one FREZZOR Distributorship. There is a \$25.00 fee for each change request, which must be included with a written request and completed Distributor Agreement. The Distributor Agreement form must be signed by all of the shareholders, partners, or trustees. Members of the entity are

jointly and severally liable for any indebtedness or other obligation to FREZZOR. To prevent the circumvention of Section 6.16 (regarding transfers and assignments of a FREZZOR business), if an additional partner, shareholder, member, or other business entity affiliate is added to a business entity, the original applicant must remain as a party to the original Distributor Agreement. If the original Distributor wants to terminate their relationship with the Company, they must transfer or assign their business in accordance with Section 6.16. If this process is not followed, the business shall be canceled upon the withdrawal of the original Distributor. All bonus and commission checks will be sent to the address of record of the original Distributor. Please note that the modifications permitted within the scope of this paragraph do not include a change of enrollment. Changes of enroller are addressed in Section 6.1.2 below. There is a \$25.00 fee for each change requested, which must be included with the written request and the completed Distributor Agreement. FREZZOR may, at its discretion, require notarized documents before implementing any changes to a FREZZOR business. Please allow thirty (30) days after the receipt of the request by FREZZOR for processing.

5.2 Changes to a Business Entity

Each Distributor must immediately notify FREZZOR of any changes to the type of business entity they utilize in operating their FREZZOR business, and the addition or removal of business associates.

5.3 Change of Enroller

To protect the integrity of all marketing organizations and safeguard the hard work of all Distributors, FREZZOR rarely allows changes to the enroller. A direct line change request must be made by submitting a completed Distributor Change Request Form within a 7 day period from the date of enrollment, and must come from the current listed enroller.

A Transfer is rarely permitted and is actively discouraged after 7 days. Maintaining the integrity of the enrollment is absolutely mandatory for the success of the overall organization. A transfers will generally be approved in three (3) circumstances only:

- (1) In the case of unethical sponsoring by the original enroller. In such cases, the Company will be the final authority.
- (2) With the written approval of the immediate five (5) upline enrollers.
- (3) Resigning from the Company entirely and waiting six (6) months to reapply under the new enroller.

Or in cases of unethical sponsoring, the individual may be transferred with any downlines intact; in all other events, the individual alone is transferred without any downline distributors being removed from the original line of enrollment.

5.4 Voluntary Termination or Cancellation and Re-application

A Distributor may legitimately change organizations by voluntarily canceling their FREZZOR business and remaining inactive (i.e., no purchases of FREZZOR products for resale, no sales of FREZZOR products, no enrolling, no attendance at any FREZZOR functions, participation in any other form of Distributor activity, or operation of any other FREZZOR business) for six (6) full consecutive calendar months. Following the six-month period of inactivity, the former Distributor may reapply under a new Enroller, but relinquishes all rights held by the original Distributorship (i.e., downline, commissions, etc.).

5.5 Non solicitation

FREZZOR Distributors are free to participate in other multilevel or network marketing business ventures or marketing opportunities (collectively "Network Marketing"). However, during the term of this Agreement, Distributors may not directly or recruit other FREZZOR Distributors or Customers other than those they have personally enrolled for any other Network Marketing business. Following the cancellation of a Distributor Agreement, and for a period of six calendar months thereafter, with the exception of a Distributor who is personally enrolled by the former Distributor, a former Distributor may not recruit any FREZZOR Distributor or Customer for another Network Marketing business. Distributors and the Company recognize that because network marketing is conducted through networks of independent contractors dispersed across the entire United States and internationally, and business is commonly conducted via the internet and telephone, an effort to narrowly limit the geographic scope of this non-solicitation provision would render it wholly ineffective. Therefore, Distributors and FREZZOR agree that this non-solicitation provision shall apply to all markets in which FREZZOR conducts business.

5.7 Distributor Participation in Other Direct Selling Programs

If a Distributor is engaged in other non-FREZZOR direct selling programs, it is the responsibility of the Distributor to ensure that their FREZZOR business is operated entirely separate and apart from any other program. To this end, the following must be adhered to:

- Distributors shall not display FREZZOR promotional material, sales aids, or products with, or in the same location as, any non-FREZZOR promotional material or sales aids, or products.
- Distributors shall not offer the FREZZOR opportunity or products to prospective or existing Customers or Distributors in conjunction with any non-FREZZOR program, opportunity, product, or service.

- Distributors may not offer any non-FREZZOR opportunity, products, services or opportunity at any FREZZOR-related meeting, seminar or convention or within two hours and a five mile radius of the FREZZOR event. If the FREZZOR meeting is held telephonically or on the internet, any non-FREZZOR meeting must be at least two hours before or after the FREZZOR meeting, and on a different conference telephone number or internet web address from the FREZZOR meeting.

5.8 Targeting Other Direct Sellers

Should Distributors engage in solicitation and/or enticement of members of another direct sales company to sell or distribute FREZZOR products, they bear all legal risk. If any lawsuit, arbitration or mediation is brought against a Distributor alleging that they engaged in inappropriate recruiting activity of its sales force or Customers, FREZZOR will not be responsible for the Distributor's defense costs or legal fees, nor will FREZZOR indemnify the Distributor for any judgment, award or settlement.

5.9 Downline Report

Downline Activity Reports are available for Distributor access and viewing through the Distributor's Back Office. Distributor access to their Downline Reports is password protected. All Downline Reports and the information contained therein are confidential and constitute proprietary information and business trade secrets belonging to FREZZOR. Downline Reports are provided to Distributors in strictest confidence and are made available to Distributors for the sole purpose of assisting Distributors in working with their respective Downline Organizations in the development of their FREZZOR business. Distributors should use their Downline Reports to assist, motivate, and train their downline Distributors. The Distributor and FREZZOR agree that, but for this agreement of confidentiality and nondisclosure, FREZZOR would not provide Downline Reports to the Distributor. A Distributor shall not, on their own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in any Downline Activity Report to any third party;
- Directly or indirectly disclose the password or other access code to their Downline Activity Report;
- Use the information to compete with FREZZOR or for any purpose other than promoting their FREZZOR business;
- Recruit or solicit any Distributor or Customer of FREZZOR listed on any report or in any manner attempt to influence or induce any Distributor or Preferred Customer of FREZZOR to alter their business relationship with FREZZOR. Upon demand by the Company, any current or former Distributor will return the original and all copies of, Downline Activity Reports to the Company.

5.10 Cross Line Switching

Actual or attempted cross line switching is strictly prohibited. "Cross line switching" is defined as the enrollment of an individual who or entity that already has a current Customer or Distributor Agreement on file with FREZZOR, or who has had such an agreement within the preceding six calendar months, with a different enroller. The use of a spouse's or relative's name, trade names, DBAs, assumed names, corporations, partnerships, trusts, federal ID numbers, or fictitious ID numbers to circumvent this policy is prohibited. Distributors shall not demean, discredit or defame other FREZZOR Distributors in an attempt to entice another Distributor to become part of the first Distributor's marketing organization. This policy shall not prohibit the transfer of a FREZZOR business in accordance with Section 6.16. If cross line switching is discovered, it must be brought to the Company's attention immediately. FREZZOR may take disciplinary action against the Distributor that changed organizations and/or those Distributors who encouraged or participated in the cross line switching. FREZZOR may also move all or part of the offending Distributor's downline to their original downline organization if the Company deems it equitable and feasible to do so. However, FREZZOR is under no obligation to move the Cross line distributor's downline organization, and the ultimate disposition of the organization remains within the sole discretion of FREZZOR. Distributors waive all claims and causes of action against FREZZOR arising from or relating to the disposition of the Cross line distributor's downline organization.

5.11 Governmental Approval or Endorsement

Neither federal nor state regulatory agencies or officials approve or endorse any direct selling or network marketing companies or programs. Therefore, Distributors shall not represent or imply that FREZZOR or its Marketing and Compensation Plan have been "approved," "endorsed," or otherwise sanctioned by any government agency.

5.12 Holding Applications or Orders

All Distributor Agreements and product orders must be sent to FREZZOR within 72 hours from the time they are signed by a Distributor or placed by a Customer, respectively.

5.13 Identification

All Distributors are required to provide their Social Security Number, Federal Employer Identification Number, or their Government Issued ID Number to FREZZOR either on the Distributor Agreement or at the company's request. Upon enrollment, the Company will provide a unique Distributor Identification Number to the Distributor by which they will be identified. This number will be used to place orders and track commissions and bonuses.

5.14 Income Taxes and Sales Tax

Each Distributor is responsible for paying local, state/ provincial, and federal taxes on any income generated as an Independent Distributor. Every year, FREZZOR will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident who: 1) Had earnings of

over \$600 in the previous calendar year or 2) Made purchases during the previous calendar year in excess of \$5,000.

In order to make it as easy as possible for a Distributor to operate their FREZZOR business, FREZZOR collects and remits sales tax, on the suggested retail price, to the appropriate authority on behalf of the Distributor. If a FREZZOR business is tax exempt, the Federal tax identification number and sellers permit must be provided to FREZZOR.

5.15 Independent Contractor Status

You are an independent contractor. You are not an agent, employee, partner, or joint venture with the Company. You may not represent yourself as anything other than an Independent Distributor. You have no authority to bind FREZZOR to any obligation. You are responsible for paying your own self-employment taxes, federal income taxes and other taxes required by law. You must obey any federal, state, and local laws, as well as Company rules and regulations pertaining to your independent FREZZOR Distributorship or the acquisition, receipt, holding, selling, distributing or advertising of FREZZOR's products or opportunity.

- Distributors may not answer the telephone by saying "FREZZOR," "FREZZOR Incorporated," or by any other manner that would lead the caller to believe that they have reached FREZZOR's corporate offices.
- A Distributor may only represent that he/she is a FREZZOR Independent Distributor. Therefore, all correspondence and business cards relating to or in connection with a Distributor's FREZZOR business shall contain the Distributor's name followed by the term "Independent Distributor."
- Indemnity: You agree to indemnify and hold FREZZOR, its officers, agents, directors, and employees harmless from any claim, damage, liability, or loss arising out of your activities.

5.16 Insurance

FREZZOR does not extend coverage under any of its policies to Distributors. Contact your independent insurance agent to ascertain that your business and associated property are properly protected.

5.17 International Marketing

Because of critical legal and tax considerations, FREZZOR must limit the resale of FREZZOR products and the presentation of the FREZZOR business to prospective Customers and Distributors located within the United States and U.S. Territories and those other countries that the Company has officially opened for business. Conducting meetings, promoting the FREZZOR financial opportunity, or gifting/distributing product in an unopened country or market is strictly prohibited.

5.18 Beneficial Interest

The Company considers it best if each married or cohabiting couple forms a single Distributorship. If a married/cohabiting couple chooses to have separate Distributorships, they must enroll each other.

Each Distributorship will be required to perform on its own. It is generally harder for couples to have two Distributorships, because they have to meet twice the requirements of a single Distributorship. A partnership or corporation may be a Distributor. However, no individual may participate in more than one (1) Distributorship in any form without express written permission from the Company. Requests for exceptions to policy must be submitted in writing to the Compliance department by e-mail at compliance@FREZZOR.com or by fax at .

5.19 Succession

Upon the death or incapacitation of a Distributor, their business may be passed to a designated heir(s). Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Whenever a FREZZOR business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased Distributor's marketing organization provided the following qualifications are met. The successor(s) must:

- Execute a Distributor Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased Distributor's rank/status;
- Provide FREZZOR with an "address of record" to which all bonus and commission checks will be sent.
- Bonus and commission checks of a FREZZOR business transferred pursuant to this section will be paid in a single check jointly to the successor(s).
- Form a business entity and acquire a federal Taxpayer Identification Number, if the business is bequeathed to joint successors. FREZZOR will issue all bonus and commission checks and one 1099 to the business entity.

5.20 Transfer Upon Death of a Distributor

To effect a testamentary transfer of a FREZZOR business, the successor must provide the following to FREZZOR: (1) an original death certificate, (2) a notarized copy of the will or other instrument establishing the successor's right to the FREZZOR business, and (3) a completed and executed Distributor Agreement. If the Successor is already a FREZZOR Distributor, the Company may grant exception to the One Distributor rule upon written request from the Successor.

5.21 Transfer Upon Incapacitation of a Distributor

To effectuate a transfer of a FREZZOR business because of incapacity, the successor must provide the following to FREZZOR: (1) a notarized copy of an appointment as trustee, (2) a notarized copy of the trust document or other documentation establishing the trustee's right to administer the FREZZOR business, and (3) a completed Distributor Agreement executed by the trustee.

5.22 Sale, Transfer or Assignment of FREZZOR Business

Although a FREZZOR business is a privately owned, independently operated entity, the sale, transfer or assignment of a FREZZOR business is subject to certain limitations. If a Distributor wishes to sell their FREZZOR business, the following criteria must be met:

- The Distributor must have achieved the rank of Bronze;
- Protection of the existing line of enrollment must always be maintained so that the FREZZOR business continues to be operated in that line of enrollment;
- The buyer or transferee must become a qualified FREZZOR Distributor. If the buyer is an active FREZZOR Distributor, they must first terminate their FREZZOR business before acquiring any interest in the new FREZZOR business;
- Before the sale, transfer, or assignment can be finalized and approved by FREZZOR, any debt obligations the selling Distributor has with FREZZOR must be satisfied; and
- The selling Distributor must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer, or assign a FREZZOR business. Prior to selling a FREZZOR business, the selling Distributor must notify FREZZOR's Compliance department of their intent to sell the FREZZOR business. No changes in line of enrollment can result from the sale or transfer of a FREZZOR business. A Distributor may not sell, transfer, or assign portions of their Distributorship or business—a Distributorship must be sold in its entirety; and
- The selling Distributor must draft a legally binding agreement that must be approved by FREZZOR's Compliance department before the sale, transfer, or assignment can be finalized;
- Once above terms are approved by FREZZOR's Compliance department a notarized agreement must be submitted before the sale, transfer, or assignment can be finalized;
- Once the sale, transfer, or assignment is finalized the selling distributor must wait 6 months before they are eligible to enroll again as a FREZZOR Distributor.

5.23 Actions of Household Members or Affiliated Individuals

If any member of a Distributor's immediate household engages in any activity which, if performed by the Distributor, would violate any provision of the Agreement, such activity will be deemed a violation by the Distributor and FREZZOR may take disciplinary action pursuant to these policies and procedures against the Distributor. Similarly, if any individual associated in any way with a corporation, partnership, trust or other entity (collectively "affiliated individual") violates the Agreement, such action(s) will be deemed a violation by the entity and FREZZOR may take disciplinary action against the entity. All applicants listed on a Distributor Agreement are responsible for the activities associated with the Distributorship.

5.24 Separation of a FREZZOR Business

FREZZOR Distributors sometimes operate their FREZZOR businesses as husband-wife partnerships, regular partnerships, corporations, or trusts. At such time as a marriage may end in divorce or a corporation, partnership or trust (the latter three entities are collectively referred to herein as “entities”) may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of Enrollment. If the separating parties fail to provide for the best interests of other Distributors and the Company in a timely fashion, FREZZOR will involuntarily terminate the Distributor Agreement. During the divorce or entity dissolution process, the parties must adopt one of the following methods of operation:

- One of the parties may, with consent of the other(s), operate the FREZZOR business pursuant to an assignment in writing whereby the relinquishing spouse, shareholders, partners or trustees authorize FREZZOR to deal directly and solely with the other spouse or non-relinquishing shareholder, partner or trustee.
- The parties may continue to operate the FREZZOR business jointly on a “business-as-usual” basis, whereupon all compensation paid by FREZZOR will be paid according to the status quo as it existed prior to the divorce filing or dissolution proceedings. This is the default procedure if the parties do not agree on the format set forth above. The Company will never remove a party to a Distributorship from a Distributor account without that party’s written permission and signature. Under no circumstances will the downline organization of divorcing spouses or a dissolving business entity be divided. Under no circumstances will FREZZOR split commission and bonus checks between divorcing spouses or members of dissolving entities. FREZZOR will recognize only one downline organization and will issue only one commission check per FREZZOR business per commission cycle. Commission checks shall always be issued to the same individual or entity. In the event that parties to a divorce or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business in a timely fashion as determined by the Company, the Distributor Agreement shall be involuntarily canceled. If a former spouse has completely relinquished all rights in the original FREZZOR business pursuant to a divorce, they are thereafter free to enroll under any Distributor of their choosing without waiting six calendar months. In the case of business entity dissolutions, the former partner, shareholder, member or other entity affiliate who retains no interest in the business must wait six calendar months from the date of the final dissolution before re-enrolling as a Distributor. In either case, however, the former spouse or business affiliate shall have no rights to any Distributors in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new Distributor.

Section 6

Responsibilities of Distributors

6.1 Change of Address, Telephone and E-mail Addresses

To ensure timely delivery of products, support materials and commission checks, it is critically important that the FREZZOR's files are current. Distributors planning to move or change their e-mail address must submit an amended Distributor Agreement complete with the new information.

6.2 Initial Training

Any Distributor who enrolls another Distributor into FREZZOR must perform a bona fide assistance and training function to ensure that their downline is properly operating their FREZZOR business. Distributors must provide the most current version of the Policies & Procedures and Compensation Plan to individuals whom they are enrolling to become Distributors before the applicant signs a Distributor Agreement. An enrolling Distributor must require each prospective Distributor to personally complete the enrollment forms—whether electronically or on paper. Upline Distributors are also responsible to motivate and train new Distributors in FREZZOR product knowledge, effective sales techniques, the FREZZOR Marketing and Compensation Plan and compliance with Company Policies and Procedures.

6.3 Ongoing Training Responsibilities

Distributors must monitor the Distributors in their Downline Organizations to ensure that downline Distributors do not make improper product or business claims, or engage in any illegal or inappropriate conduct. Upon request, every Distributor should be able to provide documented evidence to FREZZOR of their ongoing fulfillment of the responsibilities of an Enroller. Regardless of their level of achievement, Distributors have an ongoing obligation to continue to personally promote sales through the generation of new Customers and through servicing their existing Customers.

6.4 Non Disparagement

Distributors must not disparage, demean, or make negative remarks about FREZZOR, other FREZZOR Distributors, FREZZOR's products, the Compensation plan, FREZZOR's owners, board members, directors, officers or employees.

6.5 Reporting Policy Violations

Distributors observing a Policy violation by another Distributor should submit a written report of the violation directly to the attention of the FREZZOR Compliance department, complete with all supporting evidence and pertinent information. It is important to understand that information that is submitted will be kept confidential.

Section 7

Sales Requirements

7.1 Product Sales

The FREZZOR Marketing and Compensation Plan is based on the sale of FREZZOR products and services to end consumers. Distributors must fulfill personal and Downline Organization retail sales requirements (as well as meet other responsibilities set forth in the Agreement) to be eligible for bonuses, commissions and advancement to higher levels of achievement. The following sales requirements must be satisfied for Distributors to be eligible for commissions:

- Distributors must satisfy the Personal Sales Volume and Rank Sales Volume requirements to fulfill the requirements associated with their rank as specified in the FREZZOR Marketing and Compensation Plan.
- At least 70% of a Distributor's total personal sales volume must be sold to retail customers or personally consumed before any new orders may be placed with the Company.
- FREZZOR encourages Distributors to continue to develop new customers.

7.2 No Territory Restrictions

There are no exclusive territories granted to anyone. No franchise fees are required.

7.4 Product Packaging and Liability

Under no circumstances may you print your own labels or repackage FREZZOR's products. Products are to be sold in their original packaging only. Subject to the limitations set forth in this provision, the Company shall defend Distributors from claims made by third-party customers alleging injury from use of a product or injury due to a defective product. The Distributor must promptly notify the Company in writing of any such claim, no later than ten (10) days from the date of the third-party claimant's letter alleging injury; failure to so notify the Company shall alleviate any obligation of the Company respecting such claim. The Distributor must allow the Company to assume the sole and absolute discretion respecting the defense of the claim, and use and choice of counsel as a condition to the Company's obligation to defend Distributor.

Section 8

Autoship Program

8.1 Autoship Cycle

By enrolling in Autoship, you can ensure that you have 1) an adequate inventory with which you can service retail customers, 2) adequate product for demonstrations and sampling purposes, and 3) adequate inventory for personal use. Autoship eliminates the inconvenience of placing monthly orders manually. The date of your Autoship can be changed in the Back Office or by calling FREZZOR Distributor Support.

8.2 Autoship Status

You may deactivate or reactivate your Autoship order within 5 days of the scheduled processing date.

8.3 Autoship Enrollment

FREZZOR recommends that each applicant personally enroll in the Autoship Program. Enrollers may not set up an Autoship order on behalf of their new personally Enrolled Distributors without written permission from the enrolling Distributor. Permission must be on file with the Compliance department prior to enrollment.

8.4 – Autoship for Preferred Customers

FREZZOR will provide Preferred Customers the opportunity to purchase FREZZOR at Distributor cost by enrolling in our AUTOSHIP program. If a Preferred Customer dis-enrolls from AUTOSHIP twice, FREZZOR will dis-enroll the individual from this program and can obtain product as a Retail Customer or a Distributor.

8.5 Terms of Autoship

- AUTOSHIP orders are processed every 28 days. FREZZOR will ship all AUTOSHIP orders within one (1) business days of the scheduled date. New AUTOSHIP orders must be received by FREZZOR at least 5 business days before the specified date.
- FREZZOR can receive faxed, photocopied, and original AUTOSHIP forms. AUTOSHIP orders may also be created, changed or canceled via the Internet. AUTOSHIP orders must be paid with a credit card, which will be debited monthly.
- FREZZOR will cancel any AUTOSHIP Agreement that is subject to a consumer credit card charge back. Distributors must obtain written approval from FREZZOR corporate office before they can reactivate the AUTOSHIP.

• Your AUTOSHIP Agreement will remain in effect until you: (1) elect to alter or change any aspect of this Agreement by submitting a new signed AUTOSHIP Purchase Order form; (2) send, in writing, your cancellation of this Agreement to FREZZOR at 125 Columbia, Aliso Viejo, CA 92656, or by fax to (Notice must include your signature, printed name, address, and Customer Number), or (3) stop payment of any withdrawals by FREZZOR by notifying your issuing bank at least three days prior to the scheduled charging of your account. Notice of cancellation sent to FREZZOR must be received at least 5 days prior to the scheduled processing of your order in order to avoid charges for that month. If a cancellation notice is received fewer than 5 days prior to the scheduled processing of your order, cancellation will become effective the following month.

Section 9

Bonuses and Commissions

9.1 Bonus and Commission Qualifications

In order to qualify to receive commissions and bonuses, a Distributor must be in good standing and comply with the terms of the Agreement and these Policies and Procedures.

9.2 Errors or Questions

If a Distributor has questions about or believes any errors have been made regarding commissions, bonuses, Downline Activity Reports or charges the Distributor must notify FREZZOR in writing within 60 days of the date of the purported error or incident in question. FREZZOR will not be responsible for any errors, omissions, or problems not reported to the Company within 60 days.

9.3 Bonus Buying Prohibited

Bonus buying is strictly and absolutely prohibited. Bonus buying includes: (a) the enrollment of individuals or entities without the knowledge of and/or execution of an Independent Distributor Agreement by such individuals or entities; (b) the fraudulent enrollment of an individual or entity as a Distributor or Customer; (c) the enrollment or attempted enrollment of non-existent individuals or entities as Distributors or Customers (“phantoms”); (d) purchasing FREZZOR products or services on behalf of another Distributor or Customer, or under another Distributor’s or Customer’s I.D. number, to qualify for commissions or bonuses; (e) purchasing excessive amounts of goods or services that cannot reasonably be used or resold in a month; and/or (f) any other mechanism or artifice to qualify for rank advancement, incentives, prizes, commissions, or bonuses that is not driven by bona fide product or service purchases by end user consumers.

9.4 Adjustments to Bonuses and Commissions

Distributors receive bonuses and commissions based on the actual sales of products and services to end consumers. When a product is returned to FREZZOR for a refund or is repurchased by the Company, either of the following may occur at the Company’s discretion: (1) the bonuses and commissions attributable to the returned or repurchased product(s) will be deducted from the pay

period in which the refund is given, and continuing every pay period thereafter until the commission is recovered, from the Distributors who received bonuses and commissions on the sales of the refunded products or (2) the Distributors who earned commissions based on the sale of the returned products will have the corresponding points deducted from their Volume in the next pay period and all subsequent pay periods until it is completely recovered. This includes but is not limited to shares earned in any pools; Fast Start Bonuses, Retail and Preferred Profits, and Team Commissions. Any Ranks achieved due to returned products may also be removed at FREZZOR's sole discretion.

9.5 Reports

All information provided by FREZZOR, including but not limited to personal and group sales volume (or any part thereof), and downline Enrolling activity is believed to be accurate and reliable. Nevertheless, due to various factors, including but not limited to the inherent possibility of human and mechanical error; the accuracy, completeness and timeliness of orders; denial of credit card and electronic check payments; returned products; credit card and electronic check charge-backs, the information is not guaranteed by FREZZOR or any persons creating or transmitting the information. All personal and group sales volume information is provided "as is" without warranties, express or implied, or representations of any kind whatsoever. In particular but without limitation there shall be no warranties of merchantability, fitness for a particular use or non infringement. To the fullest extent permissible under applicable law, FREZZOR and/or other persons creating or transmitting the information will in no event be liable to any Distributor or anyone else for any direct, indirect, consequential, incidental, special, or punitive damages that arise out of the use of or access to personal and group sales volume information (including but not limited to lost profits, bonuses, or commissions, loss of opportunity, and damages that may result from inaccuracy, incompleteness, inconvenience, delay, or loss of the use of the information), even if FREZZOR or other persons creating or transmitting the information shall have been advised of the possibility of such damages. To the fullest extent permitted by law, FREZZOR or other persons creating or transmitting the information shall have no responsibility or liability to you or anyone else under any tort, contract, negligence, strict liability, products liability, or other theory with respect to any subject matter of this agreement or terms and conditions related thereto.

Section 10 Product Guarantees, Shipping, Returns and Inventory Repurchase

10.1 Customer Satisfaction Guarantee

FREZZOR offers, through its Distributors, a 100% 90-day money-back guarantee to all retail customers. Every Distributor is bound to honor the retail customer guarantee. If, for any reason, a retail customer is dissatisfied with any FREZZOR product, the retail customer must return the unused portion of the product to the Distributor from whom it was purchased or to FREZZOR if purchased directly from the Internet or the Company, within 90 days, for a full refund of the purchase price.

A Customer who makes a purchase of \$25.00 or more has three business days (72 hours) after the sale or execution of a contract to cancel the order and receive a full refund consistent with the cancellation notice on the retail receipt. When a Distributor makes a sale or takes an order from a retail customer who cancels or requests a refund within the 72 hour period, the Distributor must promptly refund the Customer's money as long as the products are returned to the Distributor in substantially as good condition as when received. Additionally, Distributors must verbally inform Customers of their right to rescind a purchase or an order within 72 hours, and ensure that the date of the order or purchase is entered on the retail receipt. All retail customers must be provided with an official FREZZOR sales receipt at the time of the sale. The back of the receipt provides the Customer with written notice of their rights to cancel the sales agreement.

10.2 Return Merchandise Authorization

Before returning anything to the Company, it is absolutely necessary to receive a return authorization number or RMA#. To get this RMA#, simply call Distributor Services. Any merchandise returned without this number will be refused. This RMA# must appear in bold print on the outside of all packages being returned. Make sure that a waybill or any other type of shipping documentation does not cover this number. As a safeguard, it is best to print the RMA# in several different places on the package(s) ensuring that the number is visible by the warehouse personnel. RMA's are valid for 30 days from the day of issuance.

10.3 Sales Verification

All Distributors are required to keep a record of their retail sales, which may be audited upon notice by the Company. Each time a Distributor places an order, the Distributor implies that he or she is in compliance with all Company Policies & Procedures, including, but not limited to, certifying by each order that seventy percent (70%) of products previously purchased by the Distributor have been sold or consumed by end users of the product.

10.4 Retail Sales Receipts

The Company requires each Distributor to provide retail customers with a written receipt for product purchased, a copy of which must become part of the personal record keeping by Distributors, and therefore; subject to an internal audit by the Company.

10.5 Retail Returns to Distributor

If a retail customer is dissatisfied in any way with our products, the products may be returned directly to the Distributor from whom the product was purchased. The following are the return, refund and replacement guidelines and procedures:

- A request for an RMA with Distributor Services must be processed within ninety (90) calendar days of the date of purchase.

- Any unused portion of the product must be returned to the Distributor.
- Upon confirmation of return to the Distributor, a refund of the product purchase price and the taxes paid will be refunded directly by the Distributor. The Company is not responsible for monitoring the retail return or for any monies due the retail customer. The return arrangements are to be originated and completed exclusively between the retail customer and the Distributor.
- Merchandise returned by a personal retail customer must be received by FREZZOR within ten (10) days from the date on which the retail customer returned the merchandise to the Distributor, and must be accompanied by the sales receipt the Distributor gave to the Customer at the time of the sale. A replacement of product will be made to the distributor for the returned merchandise.
- All returns for replacement will be at the Distributor's expense, and must be sent prepaid by a method of shipment, which can be traced by a tracking number. If there is a discrepancy in a return shipment, the Distributor will be responsible for investigating the shipment by means of the tracking number and providing proof of acceptance by the warehouse before the Company will authorize a refund of the product. The Company will not accept any C.O.D. or postage due packages.
- All RMA's, which have met the stated requirements, returned to FREZZOR will be refunded within 5 business days of receipt by FREZZOR.
- FREZZOR may, at its sole discretion, deduct commissions, volume and or bonuses paid on merchandise which is returned for a refund.

10.6 Product Return Originally Purchased Direct from the Company

A Retail Customer & Preferred Customer may purchase product directly from the Company or the Internet. All returns will be at the customer's expense, and must be sent prepaid by a method of shipment, which can be traced by a tracking number. If there is a discrepancy in a return shipment, the customer will be responsible for investigating the shipment by means of the tracking number and providing proof of acceptance by the warehouse before the Company will authorize a refund of the product. The Company will not accept any C.O.D. or postage due packages.

The following are the return and refund guidelines and procedures:

- A request for return can be processed within ninety (90) calendar days of the date of purchase.
- Product must be returned with the order at the customer's expense.
- Upon confirmation of return to the warehouse, a refund of the product purchase price, original shipping fees and the taxes paid will be refunded to the original payment method used for the purchase.

- The order must be returned to the warehouse address listed on the packing slip, and must include a letter setting out the detailed reason for return.
- If the return requirements are not met, or the appropriate documentation as set out is not included with the returned product, the Company will not process the return for a refund. Customer will be notified and will have fifteen (15) calendar days from the date of such notification to either provide the omitted information in writing to the Company, or alternatively, to arrange to have the product returned to their ship to address at the customer's expense. If the Customer fails to provide an appropriate response within fifteen (15) calendar days of notification, no refund will be processed and the Company will dispose of the returned product.
- The Company is not responsible for the risks involved in return shipments. The Company assumes no liability for returned shipments until such time as our warehouse signs them for.

10.7 Errors to a Customer Shipment

If an incorrect shipment is sent to a Customer, in which the Company warehouse is responsible for the error, including but not limited to damaged product, and/or incorrectly shipped product, the following guidelines apply:

- 100% refund of the order, including product, taxes, shipping, and handling fees.
- The returned order must also include the original packing slip, and the order must be returned to the warehouse address listed on the packing slip.
- The cost of returning the erroneous order to the warehouse will be at the expense of the Company.

10.8 Distributor Refund Policy

Any Distributor who wishes to rescind or terminate his or her Distributorship and return any unused product for a refund may do so through the Company refund program. If the Distributor has purchased products for inventory during the term of his/her Distributorship contract, then any remaining unused products in resalable condition in the possession of the Distributor shall be eligible for refund by the Company at a price of not less than ninety percent (90%) of the original net amount paid by the Distributor. Products will not be considered resalable if they are partially used, if their shelf-life has expired, if the products are seasonal, discontinued, were special promotion products, or if the most current version of the product has changed in formulation or packaging. Products which have been purchased for more than one hundred and eighty (180) days prior to termination or which have been purchased as optional sales aids are not considered resalable. Any "bonus" products must also be returned upon a Distributor's request for a refund.

To initiate a refund request, a Distributor must first make notification of termination by contacting Distributor Services and verbally requesting termination of their Distributorship. Within thirty (30) calendar days of this verbal notification of intent to terminate, the Company must receive a notarized confirmation letter of his or her termination. The termination letter must include the following:

- The Distributor's name and the names of any other parties who are party to the contract;
- Social Security Number of each party to the contract;
- Specific reason for resignation;
- A list of all items to be returned, the quantities of each item, and the original sale order number(s);
- Each party listed on the Distributorship must sign the letter and all signatures must be notarized. Each party must individually acknowledge that the parties listed on the Distributorship are rescinding their Distributor contract with the Company;
- Once the refund letter has been received by the Company, the Distributor will be contacted directly by Distributor Services and an RMA# will be provided to the Distributor. This RMA# must appear in bold print on the outside of all packages being returned. All returns must be received within fifteen (15) calendar days after the RMA# has been issued. Products that are returned without this RMA# will be refused. Make sure that a waybill or any other type of shipping documentation does not cover this number. As a safeguard, it is best to print the RMA# in several different places on the package(s) ensuring that the number is visible by the warehouse. All returns will be at the Distributor's expense, and must be sent prepaid by a method of shipment that can be traced by a tracking number. If there is a discrepancy in a return shipment, the customer will be responsible for investigating the shipment by means of the tracking number and providing proof of acceptance by the Warehouse before the Company will authorize a refund of the product. The Company will not accept any C.O.D. or postage due packages; and
- If the information required is not included with the returned product or the product is not in resalable condition, the Company will notify the Distributor by letter of the omission and/or identify the product which is not in resalable condition. The Distributor will have fifteen (15) calendar days from the date of the letter to provide the omitted information in writing and/or arrange to have the product returned to the Distributor. If the Distributor fails to provide an appropriate response within fifteen (15) calendar days, the Company will dispose of the product and the Distributor will not receive a credit for the product. Once the return has been verified, a credit will be issued and a check sent or a credit will be issued on the bankcard used for the original purchase.

10.9 Damaged Shipments

Occasionally, products will become damaged during the course of shipping. The Distributor must take responsibility to verify the condition of each item upon receipt of their order, and must refuse to accept damaged goods. If a damaged shipment is left at the door, or if a Distributor discovers damages to the shipment after the fact, the Distributor must notify Distributor Services of damaged shipments no later than five (5) calendar days from receipt of the damaged order. Distributor must also obtain an RMA# at the time of notification to Distributor Services, as all unauthorized returns will be refused.

10.10 Receipt of Shipment

The Distributor should contact Distributor Services if an order has not been received within a customary amount of time after an order has been placed. Distributor Services will put a trace on the order and assign a case number. The Company will consider a shipment successful if the Distributor does not notify Distributor Services that the order has not been received within thirty (30) calendar days of the date the order was placed. There will be no refund or replacement order if Distributor Services did not receive such notification and a case number was not assigned.

10.11 Order Discrepancies

The Distributor should inspect each shipment immediately upon receipt, prior to signing acknowledgment of receipt. If any items are missing from the order, which are not marked as back-ordered, then it should be so noted on the shipper's delivery ticket, and the Distributor must immediately report the discrepancies to Distributor Services. Notification must be made within fifteen (15) calendar days of the order delivery to Distributor Services in order to arrange for a refund and/or replacement. No product switches/exchanges are allowed on replacements.

10.12 Local and State Laws

Local and state laws with specific consumer return policies supersede those contained in this agreement.

10.13 Product Abandonment

An order transaction is considered complete only when the order has been paid for and the shipping or delivery method has been satisfied. If these conditions are not met within 90 days from the date of order, the Company reserves the right to determine the final outcome of the order at its sole discretion, and the ordering Distributor releases FREZZOR from any further obligation or liability.

10.14 Shipping Policy

All products will be shipped within 24 hours and after acceptance of the payment method used. An e-mail will be sent to the Customer or Distributor provided as a confirmation of the transaction. FREZZOR will not ship product until payment has been paid in full.

Section 11

Dispute Resolution And Disciplinary Proceedings

11.1 Disciplinary Sanctions

Violation of the Agreement, these Policies and Procedures, violation of any common law duty, including but not limited to any applicable duty of loyalty, any illegal, fraudulent, deceptive, or unethical business conduct, or any act or omission by a Distributor that, in the sole discretion of the Company, may damage its reputation or goodwill (such damaging act or omission need not be related to the Distributor's FREZZOR business), may result, at FREZZOR's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Requiring the Distributor to take immediate corrective measures;
- Imposition of a fine, which may be withheld from bonus and commission checks;
- Loss of rights to one or more bonus and commission checks;
- Withholding from a Distributor all or part of the Distributor's bonuses and commissions during the period that FREZZOR is investigating any conduct allegedly contrary to the Agreement. If a Distributor's business is canceled for disciplinary reasons, the Distributor will not be entitled to recover any commissions withheld during the investigation period;
- Suspension of the individual's Distributor Agreement for one or more pay periods;
- Involuntary termination of the offender's Distributor Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which FREZZOR deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the Distributor's policy violation or contractual breach;
- Instituting legal proceedings for monetary and/or equitable relief. Each violation is reviewed on a case-by-case basis, and all disciplinary actions are at the sole discretion of FREZZOR.

11.2 Grievances and Complaints

When a Distributor has a grievance or complaint with another Distributor regarding any practice or conduct in relationship to their respective FREZZOR businesses, the complaining Distributor should first report the problem to their Enroller who should review the matter and try to resolve it with the other party's upline Enroller. If the matter involves interpretation or violation of Company policy, it must be reported in writing to FREZZOR's Compliance department, via e-mail or regular mail. Compliance will review the facts and attempt to resolve the matter. If it is not resolved, it will be referred to the

Distributor Conduct Review Committee for final review and possible disciplinary action.

11.3 Distributor Conduct Review Committee

The purpose of the Distributor Conduct Review Committee (“DCRC”) is to review policy violations and determine disciplinary actions. The Compliance department solicits information from all involved parties and presents the same to the DCRC for final resolution and disciplinary action, up to and including termination of a Distributor Agreement. Once the DCRC has made a decision, the decision will be communicated to the Distributor in writing.

11.4 Distributor Conduct Appeals Committee

If a Distributor wishes to appeal a decision made by the DCRC, they must do so in writing within 10 business days of the date of notification of decision. A decision will only be reviewed by the Appeals Committee if new information or further supporting evidence has been provided. All cases will be reviewed on a monthly basis and notification will be provided accordingly. Please note that during the appeals process, all involved Distributor accounts will be placed on a complete business hold, and all commissions generated will be placed in an Escrow account until the matter is resolved. Decisions mandated by the Distributor Conduct Appeals Committee are final and binding, and will not be further reviewed by the Company.

11.5 Mediation

Prior to instituting arbitration, the parties shall meet in good faith and attempt to resolve any dispute arising from or relating to the Agreement through non-binding mediation. One individual who is mutually acceptable to the parties shall be appointed as mediator. The mediator’s fees and costs, as well as the costs of holding and conducting the mediation, shall be divided equally between the parties. Each party shall pay its portion of the anticipated shared fees and costs at least 10 days in advance of the mediation. Each party shall pay its own attorneys fees, costs, and individual expenses associated with conducting and attending the mediation. Mediation shall be held in Orange County, California, and shall last no more than two business days.

11.6 Arbitration

If mediation is unsuccessful, any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Distributors waive all rights to trial by jury or to any court. All arbitration proceedings shall be held in Orange County, California. All parties shall be entitled to all discovery rights pursuant to the Federal Rules of Civil Procedure. There shall be one arbitrator, an attorney at law, who shall have expertise in business law transactions with a strong preference being an attorney knowledgeable in the direct selling industry, selected from the panel which the American Arbitration Panel provides. Each party to the arbitration shall be responsible for its own costs and expenses of arbitration, including legal and filing fees. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court

of competent jurisdiction. This agreement to arbitration shall survive any termination or expiration of the Agreement.

Nothing in these Policies and Procedures shall prevent FREZZOR from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction, or other relief available to safeguard and protect FREZZOR's interest prior to, during, or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.

11.7 Governing Law, Jurisdiction and Venue

Jurisdiction and venue of any matter not subject to arbitration shall reside exclusively in Orange County, State of California. The Federal Arbitration Act shall govern all matters relating to arbitration. The law of the State of California shall govern all other matters relating to or arising from the Agreement. Notwithstanding the foregoing, and the arbitration provision in paragraph 11.6, residents of the State of Louisiana shall be entitled to bring an action against FREZZOR in their home forum and pursuant to Louisiana law.

Section 12 Payment and Shipping

12.1 Returned Checks

All checks returned by a Distributor's bank for insufficient funds will be re-submitted for payment. A \$25.00 returned check fee will be charged to the account of the Distributor. After receiving a returned check from a Customer or a Distributor, all future orders must be paid by Credit Card, money order, or cashier's check. Any outstanding balance owed to FREZZOR by a Distributor for NSF checks and returned check fees will be withheld from subsequent bonus and commission checks.

12.2 Restrictions on Third Party Use Payment

Distributors shall not permit other Distributors or Customers to use their credit card, or permit debits to their checking accounts, to enroll or to make purchases from the Company, unless an official FREZZOR Authorization Letter is on file with the Company prior to the transaction. This Authorization Letter is found in a Distributor's Back Office.

12.3 Sales Tax

The Company makes the assumption that all product ordered will be resold at the suggested retail price, and sales tax is collected and reported on that basis. The sales tax is based upon the tax rate in the jurisdiction to which the product is shipped. If you submit a current Sales Tax Exemption Certificate (STEC) from your resident state, we will not charge or collect sales tax on your orders shipped to that state. You will be responsible for tracking and reporting all sales and sales taxes due. Sales tax on orders placed before we receive a STEC will not be reimbursed. If you elect to provide an STEC, you must indemnify and hold FREZZOR harmless regarding any liability that FREZZOR incurs as a result of your failure to collect or remit sales taxes.

Section 13 Cancellation

13.1 Cancellation or Voluntary Termination

A Distributor whose business is canceled will lose all rights as a Distributor. This includes the right to sell FREZZOR products and services, and the right to receive future commissions, bonuses, or other income resulting from the sales and other activities of the Distributor's former downline sales organization. In the event of cancellation, Distributors agree to waive all rights they may have, including but not limited to property rights, to their former downline organization and to any bonuses, commissions, or other remuneration derived from the sales and other activities of their former downline organization.

A FREZZOR distributor has a right to cancel at any time, regardless of reason. Cancellation must be submitted in writing to the Company at its principal business address or via fax to . The written notice must include the Distributor's signature, printed name, address and Distributor I.D. Number.

13.2 Non-Renewal

A Distributor may also voluntarily cancel their Distributor Agreement by failing to renew the Agreement on its anniversary date. The Company may also elect not to renew a Distributor's Agreement upon its anniversary date.

Section 14 Compliance

14.1 Domains, Websites and E-mail Addresses

1. Distributors are allowed to use the word FREZZOR in online content, discussions and posts with the following exceptions;

- Use of the name FREZZOR is not allowed in the URL (www.FREZZORxyz.com)
- Distributors may not use a domain name that sounds similar to FREZZOR such as www.frezz0r.com, www.frez-zor.com, www.frezzor.com or www.frezzar.com.
- Use as a URL prefix or suffix is not allowed (FREZZOR.blogspot.com)
- Distributors may use the FREZZOR name in the path of a domain name (www.xyz.com/FREZZOR)

2. Distributors are allowed to use the word FREZZOR in online content related sites, emails, blogs and message boards.

3. Distributors are allowed to include a link back to their FREZZOR replicated website from their websites, emails, blogs and message boards.

4. Distributors are allowed to use company information & product images on their websites, blogs, emails, and message boards (however must be consistent with the information & images provided on the FREZZOR and FREZZOR replicated sites).
5. Distributors are allowed to use the FREZZOR Logo on emails, signatures, print material website or online content sites, blogs and message boards.
6. Distributors are not allowed to make income representations or claims of any kind.
7. Distributors are not allowed to make health claims of any kind.
8. Distributors are required to report any content they see in violation of the online advertising terms to compliance@FREZZOR.com

14.2 Business Cards, Merchandising and Training & Promotional Material

1. Distributors are allowed to use the word “FREZZOR” on the logo on all PRINTED training, promotional, and any collateral materials including banners, posters, flyers, etc. Distributors are not allowed to sell the PRINTED materials.
2. Distributors are allowed to use the word “FREZZOR” on business cards. Distributors are not allowed to sell the business cards.
3. Prior to creating PRINTED materials Distributors must obtain permission from FREZZOR’s compliance department. Permission must be re-obtained each time any of the materials are revised.
4. Distributors may provide PRINTED materials they create to other Distributors at no cost. Distributors may not sell any PRINTED materials to anyone unless they are compliant with section 5.2.1, they may only give them away at no cost.
5. Distributors may produce/manufacture any merchandising materials including apparel, clothing, caps, pens etc with the word “FREZZOR” and/or the logo on it.
6. Distributors are encouraged to e-mail compliance@FREZZOR.com in regard any questions or interpretation of the above.