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Policies & Procedures | Rules & Regulations

Effective April 1, 2019

# POLICIES AND PROCEDURES

## FOR WELL BEYOND PROMOTERS

All Individuals who desire to enroll as Promoters, please read these documents carefully, and apply only after you fully understand and agree to these documents. These documents are an integral part of the Promoter Agreement. It was created to protect the rights of all Promoters and to provide a framework within which each Promoter may work on an ethical, secure and effective basis. This document must be read in its entirety. Promoters must be familiar with these Policies and Procedures in order to assure compliance with all requirements set forth. Promoter Applicants have acknowledged that they have read and agreed to these Policies and Procedures upon their submittal of their Promoter Applications.

### 1. PROMOTER QUALIFICATIONS

Before prospects can qualify to become a Well Beyond Promoters, they must purchase Well Beyond products at retail or as a Preferred Customer. This insures that all prospects will be familiar with Well Beyond products before they become Well Beyond Promoters. It is required that all prospective Promoters complete the Application Form and send it to Well Beyond along with their Application Fee of \$49.00. This establishes the Applicant as a bona fide Well Beyond Promoter. The Application Form can also be completed online and the Application Fee paid by debit or credit card.

### 2. PROMOTER TRAINING KIT

All Promoters must purchase the Promoter Training Kit as part of their Business at the time they sign the Promoter Agreement. This will keep the Promoter abreast of all necessary information, encourage national conformity, and reduce extravagant claims or misrepresentations. Well Beyond delivers Promoter Training Kits digitally to the Promoters through the Well Beyond Mobile App unless otherwise indicated on the Promoter Application. If a different notation is made, the Promoter Training Kit will be sent by Well Beyond to the person indicated when the Promoter Application is processed.

### 3. PROMOTER RENEWAL POLICY

Your Well Beyond Business must be renewed annually before the last day of the month in which you were originally enrolled as a Well Beyond Promoter. The renewal fee is \$39.00 and is non-refundable. If you do not want to renew, you need to notify Well Beyond in writing prior to the renewal deadline. Upon receipt of written request, your Business will be suspended. See section XVII.B for additional information.

Promoters who do not personally renew their business, and do not notify Well Beyond in writing prior to the renewal deadline that they do not want to renew, will be automatically renewed and charged the \$39 renewal fee to the credit card on file. Renewing your business means you retain the right to service your retail and preferred customers, sponsor new Promoters, purchase and sell Well Beyond products, receive Well Beyond publications, and receive detailed biweekly bonus statements. You will also continue to qualify, if you are an active Promoter, for the full range of Well Beyond bonuses on the purchases of your downline Promoters, while retaining Sponsorship rights according to your position in the marketing structure.

### 4. PERSONAL INFORMATION

Well Beyond will supply data processing information and reports to the Promoter concerning the Promoter's downline sales group (this information does not include "personal information" such as age, tax identification numbers, income, ethnic origin, social status, medical information, etc.) The Promoter agrees that such information is proprietary and confidential to Well Beyond and is transmitted to the Promoter in utmost confidence. The Promoter agrees they will not disclose such information to a third party directly or indirectly (including other Well Beyond Promoters), nor use the information to compete with Well Beyond directly or indirectly. The Promoter agrees that this information is, and remains; the property of Well Beyond. Violation of this confidentiality requirement is grounds for termination.

### 5. EXCLUSIVE TERRITORIES

There are no exclusive territories for anyone to sell products or to sponsor other Promoters. No Promoter will profess that such territories exist. No Promoter may allege or imply that they have a unique relationship with, advantage with, or access to the Well Beyond executives or employees that other Promoters do not have.

### 6. BONUS PAYMENTS

Bonus Payments from Well Beyond will be made within 20 days after the close of any given biweekly period. These payments will be based on the Purchase Volume of the prior biweekly period. All bonuses paid by Well Beyond are computer calculated. Individual Purchase Volumes in any given biweekly period are used in the calculation of bonuses only if received at Well Beyond by 12:00 noon M.S.T. the fourth day of the following biweekly period.

## 7. CORRECTIONS OF BONUS PAYMENT ERRORS

All errors in bonus statements and payments which are the result of a mistake or omission by Well Beyond or its employees will be corrected as soon as possible after the Company has been notified in writing of the error. All other errors which are the results of a mistake or omission by the Promoters, or the upline will be corrected during the next regularly scheduled biweekly bonus statement and payment processing after the error has been brought to the attention of the Company.

Promoters have 6 weeks to fix any volume or commission problems due to negligence of their Business. After that period, they will not be able to request Fast Start Bonuses or volume restores, and their volume will go forward from the day that it was flushed.

## 8. SPONSORSHIP RESPONSIBILITY

It is your responsibility as a Promoter to ensure that your new Promoters accurately complete their Application Forms. Your name and Promoter ID number, as it appears on the first line of your Promoter Application, must be recorded in the spaces allocated for Sponsor information. Well Beyond must have this information properly recorded to assure that the new Promoter appears in your downline group, and in order to correctly calculate bonuses.

Only authorized Well Beyond Promoter Applications will be accepted by Well Beyond. All others will be returned to the Applicants for resubmission. It is also the Sponsor's responsibility to submit Promoter Applications promptly.

As the leader of a network group who has earned that position, you are responsible for providing training, motivation, guidance and information to your downline. You should become thoroughly familiar with the contents of the Promoter Training Kit as well as all other Well Beyond publications so you can provide the support your downline deserves.

Refer all questions that go beyond your knowledge or your understanding to your Sponsor, then upline Executive, and finally to the Customer Care Department at Well Beyond, if your upline Executive does not know the answers to your questions.

## 9. SPONSORSHIP CHANGES

Promoters should always feel grateful that their Sponsor introduced them to Well Beyond. Hence, as a general rule, Sponsorship changes are discouraged.

It is the moral and ethical responsibility of Sponsors to train, service, and otherwise treat their Promoters the way they, themselves, would like to be treated. If, however, a Sponsorship change is deemed advantageous, the following procedures apply:

1. Promoters desiring a change of Sponsor must terminate their business and remain in Non-Promoter status for a minimum of 120 days.
2. Promoters must provide Well Beyond with a signed, notarized letter requesting the termination of their business.
3. Promoters may reapply for a business under a new Sponsor, 120 days following the receipt by Well Beyond of the notarized termination request. Promoters may not retain prior bonus rights or any applicable downlines after reapplication.

## 10. COMMUNICATION CHANNELS

The leader of a network organization has earned that position and is therefore a logical source of information and/or guidance. This leader is your upline Executive. If a Promoter has questions, he should do the following:

4. Check the Training Kit, Well Beyond publications or other Well Beyond materials first.
5. If the answer is not found in these materials, contact the Sponsor or upline Executive.
6. If neither the Sponsor nor the Executive knows the answer, have the Executive contact the Customer Care Department at Well Beyond for the necessary guidelines or information.

In this manner, the Executive becomes more knowledgeable and is able to supply the correct information to other members of the marketing group. Following the correct channels of communications insures that the greatest numbers of Promoters are being served.

## 11. PROMOTER COMPLAINTS

Promoter complaints should be handled through your Sponsor or upline Executive. In cases where questions or problems exceed the knowledge or understanding of the upline, the Promoter may resolve the issue through the Customer Care Department. If and when these procedures have been exhausted without Promoter satisfaction, the Promoter may then write directly to the office of the President, Complaints, Well Beyond. Any such letters should be accompanied by all previous correspondence regarding the complaint.

## 12. COMPLIANCE WITH ALL LAWS

As Independent Promoters, all Well Beyond Promoters shall conduct their operations in strict compliance with all applicable laws, ordinances, regulations and other requirements of the Country, State, County, and City in which they conduct business. They shall obtain all necessary permits, licenses, or other consents for the operation of their business, pay all the taxes, expenses, debts, and other liabilities when due, and in all other respects operate in a lawful and ethical manner.

### 13. SPONSORING BY DIRECT MAIL OR EMAIL

The Well Beyond opportunity, in its most simply stated form, is so worthwhile that there is no need to exaggerate its benefits and potential. While some people become overzealous when they are first introduced to the Well Beyond program, it is extremely important not to let this newly acquired zeal overshadow honesty and common sense.

The use of exaggerated claims, over-statement; or misrepresentations for the purpose of sponsoring new Promoters is in violation of Well Beyond Policies and Procedures. It is extremely important that any sponsoring done through the Postal System be cleared by Well Beyond for accuracy and adherence to policy. Adherence to these Policies and Procedures is necessary to assure continued growth and success of Well Beyond and its Independent Promoters.

### 14. MEDIA AND MEDIA INQUIRIES

Promoters must not attempt to respond to media inquiries regarding Well Beyond, its products or services, or their independent Well Beyond business. All inquiries by any type of media must be immediately referred to Well Beyond. This policy is designed to assure that accurate and consistent information is provided to the public.

### 15. UNAUTHORIZED LITERATURE, WEBSITES, PRODUCTS, AND PLANS

Well Beyond does not approve of, nor endorse any devices, materials, plans, products, websites, programs, audios or videos, etc. that do not have prior approval by Well Beyond. Promoters of Well Beyond must not utilize any such literature, products or plans.

### 16. CORPORATE AND NONPROFIT ORGANIZATION BUSINESSES

Sometimes Promoters form business entities for tax, estate planning and limited liability purposes. Well Beyond recognizes a Promoter's right to do this. Well Beyond, however, permits only one individual of said business entities to act as a Promoter for Well Beyond.

To avoid errors, utilize the following procedures for properly completing Corporate and Non-Profit Promoter Applications:

Print the Corporation name on the top line in the appropriate blanks. The Federal Tax Identification Number is printed in the social security blanks opposite the Corporation name with a notation stating that it is a Tax Identification Number.

The name and social security number of the person assuming administrative responsibility for the organization must be used for Well Beyond identification purposes: This individual's name must appear on the second line beneath the corporate name with his social security number opposite his name (beneath the Tax Identification Number). This person cannot become a Well Beyond Promoter.

#### EXAMPLE:

Promoter Application	
<b>A.B.C. CORPORATION</b>	<b>FEDERAL TAX I.D. NUMBER</b>
<b>JOHN DOE</b>	<b>SOCIAL SECURITY NUMBER</b>

### 17. MULTIPLE BUSINESSES

It is against company policy to own two or more Businesses in the Well Beyond network. It is also prohibited for any Promoter to own a Business under a business name and another under their given name. If it is discovered a Promoter has multiple Businesses, that Promoter will be terminated.

### 18. MARRIAGE OF TWO WELL BEYOND PROMOTERS

When two individual Well Beyond Promoters decide to marry each other, they must send a notarized marriage certificate and an explanation letter to the Customer Care Department. If one Promoter directly Sponsors the other, they must combine their Businesses under the Sponsor's name and social security number. If the two Promoters are not directly under each other in a downline, each of them will continue their individual Business, thereby allowing two Businesses in one immediate family.

### 19. DEATH OF A WELL BEYOND PROMOTER

In the case of a Promoter's death, the Promoter's rights will be transferred to the legal successor in accordance with the law. Well Beyond requires certified photocopies of the death certificate (or a doctor's statement) and a certified Will, court order, or other appropriate legal documentation before the transfer can be effective. Successors in interest must comply with current program requirements and are subject to these Policies and

Procedures. Upon notice of demise, Well Beyond reserves the right to make payments to the estate of the deceased Promoter.

## **20. MULTIPLE PROMOTERS IN THE SAME HOUSEHOLD**

Children of Promoters who are 18 years of age and older may become Promoters even though they are living in the same home with a parent who already has a Business. Spouses share their Business.

## **21. PARTNERSHIP PROMOTER APPLICATIONS**

Sometimes Promoter Applicants adopt a business name or form a Partnership. In all such cases, the parties must decide which partner's name and social security number will appear on the top of the Promoter Application in the appropriate blanks. The second partner's name and social security number should appear on the second line with a notation that the Business is a Partnership.

## **22. SEPARATION OR DIVORCE OF PROMOTERS**

When a Promoter's marriage ends in a legal separation or divorce, both parties will determine who will retain the Business. A notarized copy of the Agreement signed by each party must be sent to the Customer Care Department so the appropriate changes can be made.

Please note, under normal circumstances there will be no time delay establishing a new Business for a divorced Promoter.

## **23. SOCIAL SECURITY NUMBER USE**

Prospective Promoters who decline the use of a social security number for religious or strong personal preference can but the applicants should submit their request to the Data Entry Department along with an explanation, when they do not want to utilize a social security number. Well Beyond is required by law to withhold 28% of all commissions earned in taxes under such an arrangement. You will also be charged a \$50.00 fee. This is not a Well Beyond fee it is a Internal Revenue Fee that Well Beyond absorbs when we issue a 1099 to an individual without a SSN.

## **24. SALES TAX**

Promoters residing in States which collect sales tax on food or literature must be certain that the proper State Agency receives the tax revenue that is due. This can be accomplished by obtaining a sales tax license and transmit said funds directly to the State Agency.

Failure to submit tax monies can negatively affect your Business and may also result in legal action taken by the appropriate State Revenue Agency.

## **25. PRODUCT REPACKAGING NOT ALLOWED**

Promoters must not relabel or repackage Well Beyond products since repackaging is expressly forbidden by State and Federal Food Labeling Laws. The Well Beyond guarantee and liability insurance are voided when repackaging occurs.

## **26. PRODUCT SALES IN A RETAIL SETTING**

Well Beyond products may not be displayed in any retail store, retail outlet, or retail website. Owner-operated businesses who are Well Beyond Promoters may publicize that they are Well Beyond Promoters and that Well Beyond products are available at their places of business. However, they may not display the products for sale on a retail shelf. The products must be kept separate from other retail items sold within the facility (e.g. under the counter or in the storage room). If a business is not owner-operated, it cannot distribute the Well Beyond products at all unless the Manager of the business is a Well Beyond Promoter.

## **27. PRODUCT SHOWS AND FAIRS**

- 1) Approval is not required from Well Beyond for Promoters to participate in fairs or product shows. However, Promoters must make sure they are in compliance with all State and Local Regulations and Licensing Requirements governing the sale of Well Beyond products in public places.
- 2) Be sure to have a sufficient number of brochures for display and also for distribution.
- 3) Products may be sold retail at fair and product show booths because they are considered a "one time only" situation. Product samples may also be available for tasting at such booths.
- 4) A banner or sign may also be displayed, however, it must specifically state "Independent Well Beyond Promoter."
- 5) The banner or sign may also state: "Information Regarding Well Beyond and Its Compensation Plan Available Here."
- 6) Signs should never mention money, wealth or unlimited opportunities. Do not "blue sky" the product or the income possibilities.
- 7) The best way to successfully approach others is to share the products with them first, and then help them become Promoters after they express interest.

## **28. PRODUCT PURCHASE ORDER ERRORS**

Most Promoter problems and complaints are avoided when proper order procedures are followed. Avoid sending purchase orders in too late. This results in needless inconvenience for the Promoters affected. All orders must be postmarked no later than midnight of the last day of the period and received at Well Beyond no later than the 4th day of the following biweekly period to be used in bonus calculations for that particular biweekly period. Orders postmarked after the last day of the biweekly period will be used in computing bonus payments for the following period. Frequently, the orders in question can affect level advancements, so be sure to send your orders in on time to avoid any potential problems.

### **29. PRODUCT GUARANTEE**

Well Beyond fully guarantees products purchased by Promoters and retail customers. The receipt of damaged or defective product(s) will result in one of the following: a refund of monies paid, account credit, exchange for other products, or repair/replacement. Before returning any defective or damaged products, a Promoter must request a Return Merchandise Authorization (RMA) from Well Beyond Customer Care Department. The request for an RMA number must be made within 10 business days of delivery date. Damaged products, returned without prior authorization will not be refunded or replaced.

### **30. PRODUCT RETURNS/EXCHANGES**

Due to the nature of our product, the Well Beyond return / exchange policy is for a 60-day period after the date of purchase (see section 29 for exception[s]). In order to return product for an exchange or refund, Promoters must first request a Return Merchandise Authorization (RMA) from Well Beyond Customer Care Department. Returned product must be factory sealed, shrink-wrapped and received in resalable condition. If opened, half-eaten, repackaged, melted, "activated," etc., do not send it back as you will not receive a refund. You will receive a credit, replacement or refund, for resalable product only. Products returned outside of the 60-day period will not be replaced, exchanged or refunded.

### **31. RESTOCK & SHIPPING CHARGES**

All product returns received by Well Beyond are subject to a \$15.00 (plus any applicable taxes and fees) per order restocking fee. Orders returned refused, or not collected by Well Beyond Promoters, will be charged an additional per order return shipping and handling fee. In the event that an order is refused or returned to Well Beyond, the Promoter or customer will be responsible for all shipping costs to reship or replace the order.

Under no circumstances will shipping charges be refunded or credited, unless charges were incurred due to an error in which Well Beyond is the responsible party.

### **32. PRODUCT & EVENT SPECIALS**

All orders purchased through a product special or event special are non-refundable and are disqualified from the 60-day return policy. Purchases made utilizing an "Subscription" promotion will become non-refundable, once the order containing the promotional product has been processed and/or shipped. Well Beyond also reserves the right to charge full shipping rates after an event / product special expires.

### **33. U.S. CURRENCY**

Unless explicitly stated otherwise, all Well Beyond products, shipping charges, taxes (State/VAT), import fees, duty fees, merchandise, or other materials are charged in U.S. Dollars (USD). The Well Beyond Compensation Plan also pays Promoters based on the U.S. Dollar unless explicitly stated otherwise.

### **34. TOURS OF THE WELL BEYOND HEADQUARTERS**

While we love to meet and speak with everyone who comes to our doors, it is impossible to do so without interrupting the work flow within the Corporate Offices. Therefore, in order to better service our Promoters, appointments to visit the Corporate Headquarters should be made at least two weeks in advance with the Customer Care Department. Fridays are reserved for appointments. Well Beyond cannot accommodate unscheduled visits.

### **35. WELL BEYOND MANUFACTURERS AND SUPPLIERS**

The relationships between Well Beyond and its Manufacturers and Suppliers are private and confidential. Therefore, Promoters are prohibited from contacting or visiting Well Beyond Manufacturers or Suppliers.

### **36. CORRECTION OF PROMOTER INFORMATION**

The Data Entry Department is always concerned that it has the most current information about you and your business. When there is a change in name, business, billing address and/or phone number, or if other information must be changed, please promptly report these changes in writing to Well Beyond, Attn: DataEntry.

### 37. VIOLATION OF AGREEMENT(S)

Violation of the Agreement, these Policies and Procedures, or any illegal, fraudulent, deceptive or unethical business conduct by a Promoter may result, at Well Beyond's discretion, in one or more of the following corrective measures:

- 1) Issuance of a written warning or admonition;
- 2) Requiring the Promoter to take immediate corrective measures;
- 3) Loss of rights to one or more bonus and commission checks;
- 4) Withholding from a Promoter all or part of the Promoter's bonuses and commissions during the period that Well Beyond is investigating any conduct allegedly violation of the Agreement. If a Promoter's business is canceled for disciplinary reasons, the Promoter will not be entitled to recover any commissions withheld during the investigation period;
- 5) Suspension of the individual's Promoter Agreement for one or more pay periods;
- 6) Involuntary termination of the offender's Promoter Agreement;

### 38. ACCOUNT STATUS

In order to ascertain your intention in continuing as a business or as a Preferred Customer, if no commissions are earned in any 12-week period, your account status may be converted to Preferred Customer. If converted, you retain your position and rank. Some additional benefits of the PC status include: 1) receive a \$49 annual fee waiver, 2) FREE access to our PC Order management website 3) Customer Loyalty Program, 4) Me+Three benefits. At any time if you would like to change your account status to earn commissions again simply call Customer Care 775-971-9903.

### 39. AMENDING THE POLICIES AND PROCEDURES

Well Beyond reserves the right to amend these Policies and Procedures at any time and will publish changes to these Policies and Procedures so that they are available for examination by Promoters. Promoters will be responsible to adhere to these Policies and Procedures upon publication, in any form, by Well Beyond. Amendments shall be in effect and binding upon all Well Beyond Promoters upon publication by the Company in any form generally made available to all Promoters. If the Promoter disagrees with the Policies and Procedures, the Promoter should resign.

### 40. BEYONDME - LET YOUR CHANGE MAKES A DIFFERENCE, ONE PERSON AT A TIME.

Well Beyond's mission is to create transformational experiences for people to live happy, healthy and fun lives. The transformational experiences we create aren't limited to our products, events, or community. Our BeyondMe culture is driven to serve and to give to others in ways that bring happiness, health, and fun to their lives. There are many ways that this will be achieved through our Philanthropic Foundation BeyondMe®.

Upon activation as a customer or promoter with Well Beyond, each transaction will be rounded up to the nearest dollar and that difference donated to BeyondMe. If your order falls on an even dollar value, you will be charged a maximum of \$1 as a donation towards BeyondMe. By accepting these terms as a valued customer or promoter, you authorize Well Beyond to round up to the nearest dollar up to a maximum of \$1 as a donation to BeyondMe. To opt out of the BeyondMe program, you will need to adjust your account accordingly through your online Back Office or call customer service.

We encourage you to be involved and to follow the journey on Facebook at Well Beyondme or the Well Beyond website for activities or other donations you may want to contribute to the BeyondMe cause of doing good. There are no small plans here. One Million lives touched by 2022.

# RULES AND REGULATIONS

## FOR WELL BEYOND PROMOTERS

Well Beyond is a vibrant Company which markets and distributes products, through a creative network marketing program. The Well Beyond Marketing Program is founded upon the principles of honesty and integrity and retail selling through a network of Independent Promoters. The following are the Rules and Regulations for Well Beyond which are applicable to all Well Beyond Promoters:

### I. DEFINITIONS

- A. **The Well Beyond Products** are products and other related items which may be introduced from time to time by Well Beyond for purchase and resale by its Promoters.
- B. **A Well Beyond Promoter** is a person authorized to purchase Well Beyond products at wholesale and sell these products at retail, and to give guidance and support to retail customers and Group Promoters. A person becomes a Well Beyond Promoter by personally sponsoring 2 preferred customers and then filling out a Promoter Application which includes, among other things, agreeing to abide by these Rules and Regulations. The fee for becoming a Well Beyond Promoter is \$49.00. The Promoter Training Kit, the Well Beyond App, the Wellness 8 Book, and any brochures represent \$24.00 of the Application Fee. This Kit and the other materials provide the necessary information and guidance to begin your Well Beyond business. The other \$39.00 of the Application Fee is for registration on the Well Beyond computer system, access to the Back-Office software, publications, and detailed biweekly bonus statements. In order for Promoters to comply with these Rules and Regulations as they relate to downline support, motivation, training, morale building efforts, and aid to sales and sponsoring, it is necessary to be registered on the Well Beyond computer system and receive biweekly statements which give details of downline activity. The Well Beyond publications are also necessary to keep Promoters up to date on programs, policies, procedures, and new ideas to help them succeed in the Well Beyond Marketing Program.
- C. **Network Marketing** is building a group of Promoters by people telling other people about the Well Beyond products and opportunity. As a Well Beyond Promoter, you can build your Well Beyond network group by telling other people about the Well Beyond products and Compensation Program and showing them how they, too, can use Well Beyond products, become a Well Beyond Promoter, and build a Well Beyond network downline. Before a Well Beyond Promoter can sponsor a person into Well Beyond, that person must be familiar with the fundamental products in the Well Beyond Program and enroll first as a customer. Any person you sponsor into the Well Beyond Promoter Program shall fill out and sign the Well Beyond Application/Order Form after fully reviewing these Rules and Regulations, and shall mail the completed Application and \$49.00 to Well Beyond. The preferred method of filling out the Well Beyond Promoter Application/Order Form is online with the \$49.00 Application Fee being paid by Debit Card or Credit Card. The Promoter Applicant shall also note the name of his Sponsor on the Application. All Well Beyond Promoters shall fairly and completely explain the Well Beyond Program to prospective Promoters, shall not misrepresent any aspect of the Program, and shall not attempt to limit the rights of any prospective Promoter under the Well Beyond Program. Promoters shall not be given credit for sponsoring new Promoters if they do not fully comply with these provisions.
- D. **The Recommended Retail Price** of a product is the price at which Well Beyond recommends the product be sold to retail customers by Well Beyond Promoters.
- E. **The Wholesale Price** of a product is the price at which Well Beyond sells the product to Preferred Customers and Promoters.
- F. **A Downline** refers to all Preferred Customers and Promoters sponsored directly or indirectly by a given Promoter. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then B, C, D, and E are all in A's downline.
- G. **A Group** is defined as all downline Promoters below a position in the Binary Tree.
- H. **A Sponsorship Level** represents the number of steps in the downline between a Promoter and those he has directly or indirectly sponsored. For example, if A sponsors B, who sponsors C, who sponsors D, who sponsors E, then B is first level to A, C is second level, D is third level, and E is fourth level.
- I. **Personal Volume or PV** equals the wholesale dollar amount of products purchased personally by a Promoter from Well Beyond in any biweekly period for resale to retail customers, to preferred customers or for personal use.
- J. **Group Volume or GV for the purposes of calculating the Team Commissions** includes the purchases in the lesser leg of the Promoter. Also referred to as Bonus Volume (BV).
- K. **Qualifying Volume or QV** includes all group volume. Included in that is activation volume, Subscription volume and volume for any additional product purchased by Well Beyond Promoters or customers. Qualifying Volume is used to determine rank advancements.
- L. **Business Center, or BC**, is a binary position in the Compensation Plan where left side and right side GV is accumulated for the purpose of

calculating the Team Commission.

- M. **Business Center Activation Order** is the qualifying order or upgrade required to activate a Business Center.
- N. **Team** refers to the right or left side of your business center.
- O. **Power Team** refers to the team with the greater sales volume.
- P. **Pay team** refers to the team with the smaller sales volume.
- Q. **Bonus Value** is the amount set by Well Beyond on each product for use in the calculation of bonuses. For example, the suggested wholesale price on a case of product may be \$100, while the Bonus Value is \$80. Bonus Value may vary from product to product because of differences in the gross profit margins. Well Beyond may, at its own discretion, change the Bonus Value figures for various products from time to time.
- R. **Pay Team Group Volume** is the total purchases of Well Beyond products within a given biweekly period by all of the Promoters in a downline. Team Commissions are calculated based on the pay team Volume of the product purchased.
- S. **Carry Forward Volume** may be used by Promoters to earn Team Commissions. The maximum amount of Carry Forward Volume a Promoter may use is 25% of the Bonus Volume generated in the lesser leg during a commission period. This limitation does not apply if your lesser leg Carry Forward Volume is less than 2500 but greater than zero.
- T. **An Achievement Level** is a Compensation Plan Level at which a Well Beyond Promoter qualifies for certain Compensation Plan Bonuses. Promoters qualify for a particular Achievement Level based on the Qualifying Volume in their lesser leg. The various Well Beyond Compensation Plan Levels are Promoter, Qualified Promoter, Promoter 500, Promoter 1k, Executive, Senior Executive, Managing Executive, Director, Regional Director, National Director, Global Director, Global Diamond, Global Presidential, and Global Ambassador. More than one Compensation Plan Level can be achieved in any given period.
- U. **Paid-As Rank** is the rank for which you have earned and maintained all necessary requirements.
- V. **Infinity Tree** is the binary, or placement, side of the Compensation Plan with width limited to two placements.
- W. **Personal Enrollment Tree** is the sponsoring side of the Compensation Plan with unlimited width.
- X. **Fast Start Bonus** is a 15% or 25% bonus paid to a Promoter on an Experience Pack order made by a newly enrolled Preferred Customer. It is a 15% bonus if the Promoter is Active with at least 75PV or a 25% bonus if the Promoter is Active with at least 150PV. This Bonus is paid weekly.
- Y. **Team Commission**, refers to the 10% Team Commission paid on the Group Volume of the pay team of a Promoter.
- Z. **Executive Check Match, or ECM**, is paid to active and qualified Executives and above on up to 7 generations of Executives or Directors based upon Achievement Level.
- AA. **Director Pools**, is 4% of the total Company's Group Volume in a given biweekly period which is divided amongst active and qualified leadership from Director to Global Ambassador. There are four Pools of 1% for the Director, Regional Director, National Director, and Global Directors. The higher levels of Directors participate in their own Pools plus all the Pools of lower level Directors. For example, the Global Director participates in all four Pools.
- BB. **The Minimum Bonus Payment for each biweekly period is \$50.00.** Any bonuses earned, but not paid, will be carried forward until the total is \$50.00 or more. Group Volume will not flush as long as all requirements are met as specified under the "Retail Sales Obligation" section of Well Beyond Rules & Regulations. If Group Volume requirements are met, all volume carries forward until bonuses are paid. If Promoters have GV in their lesser leg of less than \$500 in a given week, this GV will carry forward until it equals or exceeds \$500, and then the Team Commission will be paid.

## II. ELIGIBILITY

- A. Any individual who is at least 18 years of age is eligible to become a Well Beyond Promoter. Members of an immediate family (defined as the spouse and any minor children) may together operate one Well Beyond Business, but may not establish separate Well Beyond Businesses.
- B. Corporations and Partnerships may become Promoters if permitted in writing by Well Beyond and according to the terms and conditions set forth by Well Beyond in its complete discretion.
- C. No individual and no members of an immediate family may participate in more than one Well Beyond Business either as individuals, partners, officers, stockholders, directors, employees, or otherwise.
- D. Individuals who are Well Beyond employees, or spouses, children or members of the household of a Well Beyond employee shall not be eligible to be Well Beyond Promoters, or to participate in any way in corporations or partnerships which are Well Beyond Promoters. Relatives of Well Beyond employees who do not fit within the foregoing categories may become Well Beyond Promoters providing that no proprietary, confidential or other information, prior to the time it becomes public, is given by any employee to such relative. Any violation of this rule by a member of the Promoter's immediate family or household shall be treated as a violation by the Promoter.

### III. RIGHTS OF A PROMOTER

Well Beyond Promoters shall have the right to: a) buy and resell Well Beyond products, b) consume Well Beyond products, c) sponsor Well Beyond Preferred Customers and Promoters in the United States and other approved countries, and d) earn appropriate bonuses from the sales of Well Beyond Promoters in their downline group.

### IV. BASIC DUTIES OF WELL BEYOND PROMOTERS

Each Well Beyond Promoter shall make substantial efforts to retail Well Beyond products in accordance with Well Beyond Rules and Regulations and the basic tenants of courtesy and fair dealing. Each Well Beyond Promoter shall act at all times so as to enhance the Well Beyond image and to preserve the goodwill associated with the name "Well Beyond," and the other trade names and trademarks used by Well Beyond. It is inconsistent with this rule to sponsor Independent Well Beyond Promoters into other network marketing ventures unless said Promoters are first level Independent Well Beyond Promoters to the Sponsor. It is also inconsistent with this rule to make derogatory remarks about Well Beyond as part of these solicitations, or for any other reason.

### V. INDEPENDENT BUSINESS RELATIONSHIP

Well Beyond Promoters are independent business people whose success or failure depends on their own efforts. There is no agency or employment relationship between Well Beyond and any Promoter, and Well Beyond shall have no responsibility for any actions or omissions to act for any Promoter, or for any obligations undertaken by any Promoter. Well Beyond Promoters have no authority to bind Well Beyond to any obligation. Well Beyond Promoters may set their own hours and determine their own methods of selling as long as they comply with the Well Beyond Rules and Regulations; however, Well Beyond Promoters will be held accountable directly or indirectly and are prohibited from unauthorized selling or displaying of Well Beyond products online or in a retail environment (i.e. over the counter). Each Promoter shall indemnify and hold Well Beyond harmless from and against any claim, demand, liability, loss or expense (including but not limited to reasonable attorney's fees) arising or alleged to arise in connection with the Promoter's operations.

### VI. INITIAL PAYMENT AND REQUIREMENTS

To become a Well Beyond Promoter, an applicant must pay to Well Beyond the sum of \$49.00. This sum is not a service fee or franchise fee, but is intended to pay for the Well Beyond Promoter Training Kit, Beyond App, computer registration, Well Beyond publications, access to the Back-Office software, and the computer accounting for Promoter Applications and purchases as well as those of their downlines.

### VII. PURCHASES FROM WELL BEYOND

All Well Beyond Promoters have the right to purchase Well Beyond products from Well Beyond for personal consumption and retail sale to the public. Promoters are permitted to purchase as much or as little of the Well Beyond products as they desire, as long as they comply with the retail sales obligations as explained in these Rules and Regulations. The following are the methods available for purchasing products from Well Beyond:

1. The Promoter may purchase Well Beyond products by filling out an order form online and paying for the products with a debit or credit card. The Promoter may purchase Well Beyond products by filling out the Well Beyond Order Form (copies of which are included in the Back Office Library). The Order Form must be completely filled out by each Promoter for each order. All orders must be accompanied by funds in the amount of the order. All payments mailed to Well Beyond must be in the form of a money order, certified check, cashier's check, debit, or credit card. Visa, MasterCard, AMEX (1% surcharge), and Discover are the only credit cards presently accepted by Well Beyond.
2. When purchasing products directly from Well Beyond, the Promoter shall pay for the cost of shipping and handling as determined by the size of the order. These shipping and handling costs shall be set and published by Well Beyond, and may be changed from time to time.

### VIII. RETAIL SALES OBLIGATION

The Well Beyond program is based on sales at retail. Therefore, each Promoter is obligated to purchase Well Beyond products only for sale at retail or for personal consumption, and is obligated to make continuing substantial efforts to make retail sales. Because of the difficulty of computing retail sales, Well Beyond shall pay its bonuses based upon purchases from Well Beyond with purchase volume intended to represent actual sales volume. To assure that Promoter purchases do correspond to the Promoter's retail sales, each Promoter shall certify with each order of Well Beyond products that a) the amount of the order represents the Promoter's reasonably expected requirements for retail sales and personal consumption for the period covered by that order, b) he is not stockpiling unsold Well Beyond products for the purpose of qualifying for bonuses, and c) at least 70% of the Promoter's previous purchases resulted in retail sales. Specifically, Well Beyond Promoters must meet the following requirements to qualify for bonuses: Well Beyond will not pay compensation to its members unless the majority of the member's group sales of goods or services are to persons who are preferred customers.

### IX. PREFERRED CUSTOMERS

Preferred Customers enjoy a 20% or more savings off retail pricing by enrolling in the Well Beyond Subscribe & Save program, a shipment of a Well Beyond products every four weeks, which may be canceled at any time by calling Well Beyond at (775) 971-9903. Preferred Customers are also eligible to participate in the Customer Loyalty Program by establishing a subscription at time of initial ordering. Well Beyond awards Beyond Bucks to its Preferred Customers who maintain an active subscription order each month. Preferred Customers may earn up to \$500 a year in free products, however Preferred Customers are required to pay shipping and handling on free product orders.

## X. COMPENSATION PLAN

### A. Introduction

Each Well Beyond Promoter may earn compensation by selling Well Beyond products to retail customers. The Promoter's profit shall equal the difference between the cost of his purchases at wholesale and the retail price at which he sells the product. Promoters may also earn compensation by obtaining bonuses from Well Beyond based upon their sales volume and the sales volume of their downline Promoters. Well Beyond guarantees up to 50% payout of commissionable volume. See section VIII for additional Promoter obligations.

### B. Compensation Plan Achievement Levels and Bonuses

The following sets forth the various Well Beyond Compensation Plan Achievement Levels, Ranks, the requirements to qualify for those Levels, and the Bonuses that can be earned at those Levels:

#### 1. Promoter

In order to become a Well Beyond Promoter, a person must first make their own preferred customer purchase and make two sales to customers to become familiar with the products of Well Beyond through retail purchases. After learning firsthand about the products, a person must complete a Promoter Application Form and mail the Application along with \$49.00 to Well Beyond, or complete an online Application and pay the Application Fee by debit or credit card. The Promoter is then able to purchase Well Beyond products directly from Well Beyond at wholesale prices and sell those products at retail. The difference between the cost of purchases at wholesale and the sale of those products at retail is profit for the Promoter. Active Promoters are also eligible to receive a 10% Team Commission when the accumulated Group Volume in their lesser legs equals, or exceeds, \$500 and the volume requirements are met as specified in the "Retail Sales Obligation"

#### 2. Qualified Promoter

In order to qualify for commissions, Well Beyond Promoters must achieve the level of Qualified Promoter by personally sponsoring at least one Promoter on both your left and right legs. The first step is simple: achieve the rank of Qualified Promoter and then help others to become Qualified Promoters in your organization. This simple, yet powerful duplication process, is the foundation for building your Well Beyond Business. When Promoters qualify as a Qualified Promoter within 30 days of their enrollment date, they are eligible to receive the Qualified Promoter Recognition Pin. In addition, active Qualified Promoters receive a 10% Team Commission when the Group Volume in their lesser leg equals, or exceeds, \$500. The maximum payout for the Team Commission is \$25,000 per week.

#### 3. Promoter 500

All active Promoters who achieve a total Qualifying Volume of \$500 in their lesser volume leg during a 1 week period shall achieve the level of Promoter 500 and continue to receive a 10% Team Commission when the Group Volume in their lesser leg equals, or exceeds, \$500. The maximum payout for the Team Commission is \$25,000 per week.

#### 4. Promoter 1k

All active Promoters who achieve a total Qualifying Volume of \$1,000 in their lesser volume leg during a 1 week period shall achieve the level of Promoter 1k and continue to receive a 10% Team Commission when the Group Volume in their lesser leg equals, or exceeds, \$500. The maximum payout for the Team Commission is \$25,000 per week.

#### 5. Executive

All active Promoters who achieve a total Qualifying Volume of \$1,500 in their lesser volume leg during a 1 week period plus a minimum of 1 enrollment tree leg that includes a Qualified Promoter or above shall achieve the level of Executive and continue to receive a 10% Team Commission when the Group Volume in their lesser leg equals, or exceeds, \$500. The maximum payout for the Team Commission is \$25,000 per week. Active Executives shall also receive an Executive Check Match on the bonuses of first generation executives in their enrollment trees up to a maximum of the Group Volume generated in their lesser leg.

#### 6. Senior Executive

All active Promoters who achieve a total Qualifying Volume of \$2,500 in their lesser volume leg during a 1 week period plus a minimum of 1 personal enrollment tree leg that includes a Promoter 500 or above shall achieve the rank of a Senior Executive and continue to receive a 10% Team Commission when the Group Volume in their lesser leg equals, or exceeds, \$500. The maximum payout for the Team Commission is \$25,000 per week. Active Senior Executives shall also receive an Executive Check Match on the bonuses of two Generations of Executives in their Enrollment Trees up to a maximum of the Group Volume generated in their lesser leg.

#### 7. Managing Executive

All active Promoters who achieve a total Qualifying Volume of \$5,000 in their lesser volume leg during a 1 week period plus a minimum of 2 personal enrollment tree legs that include a Promoter 500 or above shall achieve the rank of a Managing Executive and continue to receive a 10% Team Commission when the Group Volume in their lesser leg equals, or exceeds, \$500. The maximum payout for the Team Commission is \$25,000 per week. Active Managing Executives shall also receive an Executive Check Match on the bonuses of three Generations of Executives in their Enrollment Trees up to a maximum of the Group Volume generated in their lesser leg.

#### 8. Director

All active Promoters who achieve a total Qualifying Volume of \$10,000 in their lesser volume leg for two consecutive weeks plus a minimum of 2 personal enrollment tree legs that include an Executive or higher shall achieve the rank of a Director and continue to receive a 10% Team Commission when the Group Volume in their lesser leg equals, or exceeds, \$500. The maximum payout for the Team Commission is \$25,000 per week. Active Directors shall also receive an Executive Check Match on the bonuses of four generations of Executives and Directors in their enrollment trees up to a maximum of the Group Volume generated in their lesser leg. In addition, active Directors participate in the Director Pool (see Section 13). Furthermore, Promoters who achieve the level of a Director qualify for the Director Destination Experience.

#### **9. Regional Director**

All active Promoters who achieve a total Qualifying Volume of \$15,000 in their lesser volume leg for two consecutive weeks plus a minimum of 2 personal enrollment tree legs that include a Managing Executive or above shall achieve the level of a Regional Director and continue to receive a 10% Team Commission when the Group Volume in their lesser leg equals, or exceeds, \$500. The maximum payout for the Team Commission is \$25,000 per week. Active Regional Directors shall also receive an Executive Check Match on the bonuses of five generations of Executives and Directors in their enrollment trees up to a maximum of the Group Volume generated in their lesser leg. In addition, active Regional Directors participate in the Director and Regional Director Pools (see section 13). Furthermore, Promoters who achieve the level of a Regional Director qualify for the Regional Director Cruise Experience for two.

#### **10. National Director**

All active Promoters who achieve a total Qualifying Volume of \$20,000 in their lesser volume leg for two consecutive weeks plus a minimum of 2 personal enrollment tree legs that include a Director or above shall achieve the level of a National Director and continue to receive a 10% Team Commission when the Group Volume in their lesser leg equals, or exceeds, \$500. The maximum payout for the Team Commission is \$25,000 per week. Active National Directors shall also receive an Executive Check Match on the bonuses of six generations of Executives and Directors in their enrollment trees up to a maximum of the Group Volume generated in their lesser leg. In addition, active and qualified National Directors participate in the Director, Regional Director and National Director Pools (see section 13). Qualified National Directors are also awarded a \$500 monthly Well Beyond Tesla Car Allowance (see section 14).

#### **11. Global Director**

All active Promoters who achieve a total Qualifying Volume of \$25,000 in their lesser volume leg for two consecutive weeks plus a minimum of 2 personal enrollment tree legs that include a Regional Director or above shall achieve the rank of a Global Director and continue to receive a 10% Team Commission when the Group Volume in their lesser leg equals, or exceeds, \$500. The maximum payout for the Team Commission is \$25,000 per week. Active Global Directors shall also receive an Executive Check Match on the bonuses of seven generations of Executives and Directors in their enrollment trees up to a maximum of the Group Volume generated in their lesser leg. In addition, active Global Directors participate in the Director, Regional Director, National Director, and Global Director Pools (see section 13). Qualified Global Directors are also awarded a \$1,000 monthly Well Beyond Tesla Car Allowance (see section 14).

#### **12. Global Diamond**

All active Promoters who achieve a total Qualifying Volume of \$35,000 in their lesser volume leg for two consecutive weeks plus a minimum of 2 personal enrollment legs that include a Regional Director or above shall achieve the rank of a Global Diamond and continue to receive a 10% Team Commission when the Group Volume in their lesser leg equals, or exceeds, \$500. The maximum payout for the Team Commission is \$25,000 per week. Active Global Diamonds shall also receive an Executive Check Match on the bonuses of seven Generations of Executives and Directors in their Enrollment Trees up to a maximum of the Group Volume generated in their lesser leg. In addition, active Global Diamonds receive a share in the Director, Regional Director, National Director, and Global Director Pools (see section 13). Qualified Global Directors are also awarded a \$1,250 monthly Well Beyond Tesla Car Allowance (see section 14). Furthermore, Promoters who achieve the level of a Global Diamond qualify for the 3-day Global Diamond Destination Experience for two.

#### **13. Global Presidential**

All active Promoters who achieve a total Qualifying Volume of \$50,000 in their lesser volume leg for four consecutive weeks plus a minimum of 2 personal enrollment legs that include a National Director or above shall achieve the rank of a Global Presidential and continue to receive a 10% Team Commission when the Group Volume in their lesser leg equals, or exceeds, \$500. The maximum payout for the Team Commission is \$25,000 per week. Active Global Presidentials shall also receive an Executive Check Match on the bonuses of seven Generations of Executives and Directors in their Enrollment Trees up to a maximum of the Group Volume generated in their lesser leg. In addition, active Global Presidentials receive a share in the Director, Regional Director, National Director, and Global Director Pools (see section 13). Furthermore, Promoters who achieve the level of a Global Presidential qualify for a \$1,500 monthly Well Beyond Tesla Car Allowance (see section 14).

#### **14. Global Ambassador**

All active Promoters who achieve a total Qualifying Volume of \$75,000 in their lesser volume leg for four consecutive weeks plus a minimum of 2 personal enrollment tree legs that include a Global Director or above shall achieve the rank of Global Ambassador and continue to receive a 10% Team Commission when the Group Volume in their lesser leg equals, or exceeds, \$500. The maximum payout for the Team Commission is \$25,000 per week. Active Global Ambassadors shall also receive an Executive Check Match on the bonuses of seven Generations of Executives and Directors in their Enrollment Trees up to a maximum of the Group Volume generated in their weak leg. In addition, active Global Ambassadors receive a share in the Director, Regional Director, National Director, and Global Director Leadership Pools (see Section 13). Furthermore, Promoters who achieve the level of Global Ambassador receive a \$2,000 Well Beyond Tesla Car Allowance (see section 14).

#### **15. Director Pools**

Well Beyond sets aside 4% of the total Company's Group Volume in a given biweekly period to be divided amongst all active Directors, Regional Directors, National Directors, and Global Directors. Each of the four Director Ranks will be allocated 1% of the biweekly Group Volume. Each Director Rank not only participates in its own Director Pool, but also participates in any Director Pools of lesser rank. For example, Global Directors participate with one share in all four Director Pools. Director Pool Bonuses are paid biweekly.

#### **16. Well Beyond Tesla Car Allowance Program**

##### **\$500 Tesla Car Allowance**

Achieve 20,000 QV in your lesser volume leg plus a minimum of 2 personal enrollment tree legs that include an active Director or above for two consecutive weeks.

**\$1,000 Tesla Car Allowance**

Achieve 25,000 QV in your lesser volume leg plus a minimum of 2 personal enrollment tree legs that include an active Regional Director or above for two consecutive weeks.

**\$1,250 Tesla Car Allowance**

Achieve 35,000 QV in your lesser volume leg plus a minimum of 2 personal enrollment tree legs that include an active Regional Director or above for two consecutive weeks.

**\$1,500 Tesla Car Allowance**

Achieve 50,000 QV in your lesser volume leg plus a minimum of 2 personal enrollment tree legs that include an active National Director or above for four consecutive weeks.

**\$2,000 Tesla Car Allowance**

Achieve 75,000 QV in your lesser volume leg plus a minimum of 2 personal enrollment tree legs that include an active Global Director or above for four consecutive weeks.

*When you first qualify for your Tesla car allowance, you immediately earn a \$500, \$1,000, \$1,250, \$1,500 or \$2,000 bonus from Well Beyond to purchase or lease your Tesla. After you have received your Tesla, Well Beyond will continue to pay your monthly car allowance for six-months. After six months, Well Beyond will review your Promoter Account and you will continue to receive a monthly car allowance for the next six-months, based on re-qualifying for your \$500, \$1,000, \$1,250, \$1,500 or \$2,000 car allowance based on the above qualifications.*

**C. Eligibility for Bonuses**

Promoters desiring to receive bonuses shall undertake their best efforts to maximize both the retail sales and sponsoring by the Promoters in their downline group. Each Executive shall continue to make reasonable efforts to aid the sales and sponsoring of all Promoters in his downline group by advice, training, and morale building efforts in accordance with the provisions of these Rules and Regulations. In particular, each Executive shall make reasonable efforts to help Promoters in his downline group to achieve the Executive Level. The success of such efforts to aid the sales and sponsoring of others is the key to receiving Executive level bonuses under the Well Beyond compensation system. It is inconsistent with this rule to sponsor Independent Well Beyond Promoters into other network marketing ventures unless said Promoters are first level Independent Well Beyond Promoters to the Sponsor. It is also inconsistent with this rule to make derogatory remarks about Well Beyond as part of these solicitations or for any other reason.

**D. Compensation Plan Manipulation**

To help ensure fairness and a level playing field for all Promoters, any attempt to manipulate the Compensation Plan is strictly prohibited and is grounds for immediate corrective action, up to and including termination. Well Beyond's definition of manipulation includes, but is not limited to the following: Fictitious enrollments, including enrollments using false or incomplete contact information or information that cannot be verified using reasonable efforts. Gratuitous enrollments, including widespread enrollments of individuals who have little or no interest in Well Beyond, other than enrolling as a favor to a friend or family member or in exchange for some other benefit, such as free products or some other form of compensation. Uninformed enrollments, including enrollments of individuals who were not aware of their enrollment or who claim to be involved with Well Beyond but who's business is being managed by someone else. Perfect stacking of enrollments, indicating a coordinated effort where one person or a small group of people strategically place enrollments in a way that benefits a few at the expense of everyone else. Volume Stacking, by manipulation of a personal order in which the volume is placed in a lower Business forcing the Bonus Volume (BV) to flow through each Promoter above. Therefore, the volume is counted as Bonus Volume (BV) instead of Personal Volume (PV). Multiple Promoters or Preferred Customers using the same method of payment, the same shipping address, the same email address, the same phone number, or other indicators that Well Beyond may consider from time to time. Well Beyond encourages you to report any suspected manipulative activities to the Compliance Department so that we can take steps to help protect the company and its Promoters.

**XI. PAYMENT OF BONUSES**

Well Beyond shall make its best efforts to pay Promoter bonuses for purchases in a given biweekly period within a reasonable time after the close of such period. Under normal circumstances, the Well Beyond bonus checks will be mailed, or wire transfers made, no later than the 20th day following the biweekly period in which the bonuses were earned. The payment of bonuses shall in all cases be conditioned upon prompt receipt by Well Beyond of orders from Promoters (no later than the fourth day following the end of the biweekly period). Well Beyond may, in its reasonable discretion, make the relevant calculations regarding bonuses and compensation plan levels as of a date approximating but not exactly equaling the end of a biweekly period if reasonably necessary for Well Beyond business purposes.

**XII. PRICING**

Promoters shall purchase Well Beyond products at the published wholesale prices of Well Beyond plus the appropriate shipping and handling fee. Well Beyond shall be free to change its suggested wholesale prices, or the bonus values, from time to time at its own discretion, and will notify its Promoters of any such changes. This provides that every Promoter must sell at wholesale and/or retail. This serves to prevent inventory loading and encourage retailing. We make the assumption that all of the product that you order will be resold at the suggested retail price. Our products are not intended for sale below wholesale price.

**XIII. REPRESENTATIONS TO OTHER PROMOTERS AND PROSPECTIVE PROMOTERS**

Well Beyond Promoters shall honestly and fairly describe the Well Beyond Compensation Program in all their discussions with other Promoters or potential Promoters. This obligation of fair and complete description shall include, without limitation, the following.

- A. Promoters shall not misstate any significant or material fact about the Well Beyond Compensation Program and shall not omit any significant or material fact about the Well Beyond Program. Promoters shall provide each potential Promoter with a copy of these Rules and Regulations prior to giving such person a Promoter Application.
- B. Promoters shall clearly state that the foundation of the Well Beyond Compensation Program is the retail sale of Well Beyond products to consumers and that Well Beyond Promoters cannot expect to be successful merely by sponsoring other Promoters without regard to retail sales.
- C. Promoters shall not state that high profits are guaranteed or certain for Well Beyond Promoters. Promoters shall state clearly that Well Beyond Promoters can expect to be successful only through hard work and substantial efforts.
- D. Promoters shall not distort or misrepresent any feature of the Well Beyond Compensation Program and shall not make any statements about the quality or benefits of the Well Beyond products except to the extent that such statements are made in Well Beyond written material describing the products.
- E. Promoters shall not guarantee any specific income, profit and /or success.
- F. Promoters shall not state or imply that the Well Beyond Compensation Program has been approved by any governmental agency or business group.

#### **XIV. REPRESENTATIONS TO CONSUMERS**

Promoters shall fairly and accurately describe the Well Beyond products in their sales and attempted sales to consumers and shall not distort or misrepresent any facts when discussing the Well Beyond products with consumers. This obligation of fair and complete discussion shall include, without limitation, the following:

- A. Promoters shall not describe the Well Beyond products except as permitted in the materials published by Well Beyond describing the product.
- B. Promoters shall not attempt to deceive or confuse any consumer regarding the nature and quality of the Well Beyond products, or the price of the Well Beyond products.

#### **XV. LABELING, PACKAGING AND ADVERTISING**

Well Beyond Promoters shall not relabel or repackage any of the Well Beyond products. Promoters shall not advertise the Well Beyond products except by use of the materials and adherence to the Policies and Procedures that are published from time to time by Well Beyond, or by use of advertising whose form and content have been approved in advance in writing by Well Beyond. This restriction applies to all media, advertising, sales flyers, direct mail pieces, promotional merchandise and sales aids, including but not limited to, presentation pins, badges, and other promotional devices, signs, posters, packaging, labels, videos, CDs, DVDs, and slide presentations.

#### **XVI. COMPLIANCE WITH THE LAW**

Promoters shall comply with all relevant laws, regulations and ordinances governing their sale of Well Beyond products or sponsoring of Well Beyond Promoters, including without limitation, all applicable sales tax, use tax, income tax, consumer protection, labeling, packaging, antifraud, lottery, securities, franchise, and other laws. Promoters shall indemnify and hold harmless Well Beyond, its successors, assigns, and legends against all loss, expenses, claims, and liability including without limitation, court costs and reasonable attorney's fees arising in connection with any claim that there exists a violation of any legal requirement in connection with the activities of the Promoter.

#### **XVII. REVISIONS**

Well Beyond may from time to time revise these Rules and Regulation as is reasonably necessary for the successful operation of the Well Beyond business.

#### **XVIII. TERM, CANCELLATION, TERMINATION, CHANGE & TRANSFER**

Transfer of Sponsorship should be rarely permitted, actively discouraged, and only approved in very specific instances of confirmed unethical activity or other extremely unique and extenuating circumstances. Maintaining the integrity of sponsorship is critical for the overall success of Well Beyond, and will be governed by the company as follows:

Transfer of Sponsorship must be approved in writing by Well Beyond, if approved, it must have the approval of the Promoter's Sponsor, and up-line Global Director. A letter describing the reason for the request must be submitted. Transfer will only be processed for the respective Promoter. All current downline Promoters shall remain in the original genealogy line. All accrued group business volume prior to transfer will not transfer with the Promoter. Group business volume will begin to accrue for the week linkage to the new genealogy line is completed.

If a Promoter Terminates his or her Business for more than 120 days the respective Promoter may resubmit a "new" application with a new sponsor within the same Master Promoter organization. In cases of termination, only the respective Promoter may enroll as a "new" Promoter, no Promoter transfers will be honored, "new" Promoter will be placed in next available binary position, and "new" Promoters transfers without previous downline.

Attempts to circumvent by using DBA's, assumed names, federal id numbers, fraudulent social security numbers, etc. to circumvent this rule is strictly prohibited and grounds for termination.

Violators of this policy will be terminated, as well as new sponsor. Appeal can be made to Well Beyond, as well as the Up-line Global Director of both organizations for re-instatement upon approval.

- A. The term of a Well Beyond Business shall be for one year. After the expiration of a term, Promoters must notify Well Beyond and pay a \$39

renewal fee to retain rights to bonuses and their position in all applicable downline groups achieved during a previous term. Payment of the renewal fee entitles Promoters to retain the right to service retail customers, sponsor new Promoters, retain their downline groups, receive Well Beyond publications, receive a detailed monthly bonus statement, and other benefits.

- B. Upon cancellation or termination of a Business, the rights to bonuses and position in downline groups of the person who directly or indirectly sponsored or were sponsored by the terminated or cancelled Promoter shall be determined without regard to the former position of the terminated or cancelled Promoter.
- C. Promoters may terminate their Businesses for any reason at any time upon notarized written notice to Well Beyond. Promoters shall reapply for a Business, or a Promoters' spouses may apply for a Business no sooner than 365 days or more after such termination, but any such Promoters may not retain their prior rights to bonuses or position in any applicable downline groups after such reapplication.
- D. Upon the death or incapacity of a Promoter, the rights to bonuses and positions in any applicable downline groups shall inure to the benefit of the Promoter's successors in interest.
- E. Promoters may change Sponsors only when approved by Well Beyond in its sole discretion and only under the following minimum circumstances: (i) Promoters desiring a Sponsor change must terminate their Businesses and remain in non-Promoter status for ninety days. (ii) Promoters must provide Well Beyond with a signed, notarized letter requesting termination of their Businesses. (iii) Promoters may reapply for a Business under a new Sponsor 365 days after receipt by Well Beyond of a notarized termination request. And, (iv) Promoters may not retain prior bonus rights or position in any applicable downline groups after such reapplication.
- F. Promoters may transfer or sell their Business only when approved by Well Beyond in its sole discretion and only under the following minimum circumstances: (i) Transferring Business must have remained active for the last 365 days. (ii) Promoters must provide Well Beyond with a signed, notarized letter requesting transfer or sale of their Business. (iii) Once approved, the transferee, or new owner, will have the bonus rights and any applicable downline groups. And, (iv) Transferred Business has 90 days to re-qualify at the transferred rank or the position will revert to the rank achieved at the end of the 90-day re-qualification period.
- G. Well Beyond may terminate any Promoter for violation of these Rules and Regulations ten days after giving written notice, if the Promoter fails to remedy the violation to the satisfaction of Well Beyond within the ten-day period. A Promoter may be terminated after a second violation upon written notice.

#### **XIX "POACHING"**

When a Promoter persuades a prospect to join their team rather than being sponsored by the individual that invited them to the meeting this is deemed "poaching." If the company concludes that a Promoter has engaged in "poaching" that Promoter will not be permitted to host corporate events, train from the stage at corporate events, or list their meetings on the company site.

Any Promoter that coerces a current Promoter by telling them they will be included in their trainings and receive support only if they are on their team or switch to their team, will be given one warning and subsequent instances will result in corrective action taken by Well Beyond which could include exclusion from the Director Pools. The Director Pools are designed to reward leaders for aiding in the growth of Well Beyond, not just their own personal business.

#### **XX. NAME**

- A. Promoters shall not directly or indirectly use or permit others to use the name Well Beyond, or the Well Beyond logo, or any other trade names, trademarks, or distinctive phrases used by Well Beyond in its business (hereinafter referred to as the "Names and Marks"), except as expressly permitted in these Rules and Regulations. Neither shall Promoters obtain or attempt to obtain any right, title or interest by registration, filing of any kind, patent, copyright, or otherwise in or to any of the Names or Marks. In particular (and without limiting the foregoing) Promoters shall not make purchases or enter into other transactions in the name of Well Beyond or hold themselves out as agents for Well Beyond. These regulations also pertain to the registration of web site domain names containing "Well Beyond", "Beyond" and "Healthy Chocolate". However, Promoter may describe themselves as Independent Well Beyond Promoters (domain names excluded).
- B. Immediately upon expiration, termination, or cancellation of a Business, the affected Promoter will remove and discontinue use of and will not thereafter use the Names and Marks or any and all signs, labels, stationery, advertising, and/or literature referring to Well Beyond.
- C. If Well Beyond finds it necessary, as a result of any claims or litigation brought against it or in settlement thereof, to abandon or change any of the Names and Marks, Promoters shall also abandon or change such Names and Marks as directed by Well Beyond without liability to Well Beyond including, without limitation, the name Well Beyond.

#### **XXI. EXCUSE**

Neither Well Beyond nor any Promoter shall be responsible for any delays or failures hereunder where performance is made commercially impracticable due to circumstances beyond the party's reasonable control, including without limitation, strikes, labor difficulties, riots, war, fire, delay or default of common carrier, failure of machinery or equipment, failure, delay, or curtailment of the party's usual source of supply, or governmental decrees, or orders.

#### **XXII. ASSIGNMENT AND DELEGATION**

Promoters shall not (by operation of law or otherwise) assign their rights or delegate their performance as Well Beyond Promoters without prior written consent of Well Beyond. Any attempted assignment or delegation without such consent shall be voidable by Well Beyond. Well Beyond may assign and/or delegate any of its rights and/or duties provided that Well Beyond possesses reasonable assurances that any delegee will be able to satisfactorily perform the obligations of Well Beyond to its Promoters.

### **XXIII. INFRINGEMENT**

Well Beyond disclaims and excludes all warranties regarding possible infringement of any United States or foreign patent, trademark, trade name, copyright, or the like right by Well Beyond or the Promoters' operations, and the Promoters shall have no claims in connection therewith. The Promoters shall immediately notify Well Beyond as soon as they learn of any claim or suit relating to any of the matters discussed in this paragraph.

### **XXIV. XXIV. EXCLUSIVE RULES**

These Rules and Regulations, Well Beyond Promoter Application, and the instruments and documents referred to herein constitute the entire understanding of the parties with respect to the subject matter. These Rules and Regulations may be amended only by an instrument in writing transmitted by an authorized representative of Well Beyond. Should any inconsistencies arise, the terms and conditions of these Rules and Regulations shall be controlling.

### **XXV. WAIVER**

No failure of Well Beyond to exercise any power given to it under these Rules and Regulations or to insist upon compliance by Promoters with any obligation or provision hereunder, and no custom or practice of the parties at variance with the terms hereunder, shall constitute a waiver of the right of Well Beyond to demand exact compliance with these Rules and Regulations. Waiver by Well Beyond can only be effected in writing by an authorized officer of Well Beyond. The waiver by Well Beyond of any particular default by a Promoter shall not affect or impair the rights of Well Beyond in respect to any subsequent default of the same or of a different nature; and shall not affect or impair the rights of Well Beyond in respect to any subsequent default of the same or of a different nature; and shall not affect in anyway the rights or obligations of other Promoters. Nor shall any delay or omission by Well Beyond to exercise any rights arising from a default affect or impair the right of Well Beyond as to said default or any subsequent default.

### **XXVI. GOVERNING LAW**

These Rules and Regulations are reasonably related to the State of Utah, are made in and will be governed by and construed in all respects according to the laws of the State of Utah, and are binding on the successors and assignments of both parties. Any lawsuits with respect to the matters raised herein shall be brought in a state or federal court of general jurisdiction located in Salt Lake County, Utah. If it is found that any portion or portions of these Rules and Regulations violate any particular laws of any government or governmental unit, division or subdivision held to be applicable to these Rules and Regulations and that said violation would cause said authorities to consider these Rules and Regulations as void and without effect, then within that political unit, division or subdivision, such portion or portions of these Rules and Regulations will be of no force and effect and either these Rules and Regulations will be treated in any such jurisdiction as if such portion or portions had not been inserted herein or the court shall limit or reform such portion or portions so as to avoid any violation while preserving to the extent possible the intent of the parties.

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