

# Company Policy



FOREVER

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# 1. Introduction – The Company

## 1.1.

- (a) Forever Living Products ('FLP'), an international family of companies that produces and markets exclusive health and beauty products throughout the world through its unique concept that encourages and supports the use and retail sales of its products through independent Forever Business Owners ('FBOs'). FLP provides each FBO with the best quality products, support staff and marketing plan in the industry. The affiliated companies and their products provide an opportunity for both consumers and FBOs to improve the quality of their lives from the use of FLP products, and equal access to success to anyone willing to properly work the programme. Unlike most business opportunities, there is little financial risk to FLP's participants since no minimum capital investment is required and the Company provides a liberal buy-back policy.
- (b) FLP does not represent that an FBO will achieve financial success without working or by relying solely on the efforts of others. Compensation in FLP is based upon the sale of its products. Each FBO is independent and success or failure depends on personal effort.
- (c) FLP has a long history of success. The fundamental goal of the FLP Marketing Plan is to promote the sale and use of high quality products to consumers. The primary purpose of the FBO is to build a sales organisation to promote the sale and use of these products to consumers.
- (d) The FBO, regardless of his/her level in the FLP Marketing Plan, is encouraged to make retail sales each month and to keep accurate records of such sales.
- (e) A successful FBO gains current knowledge of the market by attending training meetings, maintaining personal retail customers, and sponsoring other FBOs to sell to retail customers.
- (f) An FBO who has questions or needs clarification should contact Business Owner Support on (ROI) 048 28 262018, (Northern Ireland) 028 28 262018 or (mainland UK) 01926 626 629 or by emailing [businessownersupport-ire@flp.ltd](mailto:businessownersupport-ire@flp.ltd) or [businessownersupport-uk@flp.ltd](mailto:businessownersupport-uk@flp.ltd)
- (g) Having signed the FBO application form, an FBO may not purchase, or make a commitment to purchase, more than £200/€1000 of products and/or literature from the Company or his/her sponsor, within the first seven days of the agreement becoming effective (the time when the FBO's application form has been successfully approved, and processed at Head Office). **THIS IS A STATUTORY REQUIREMENT.**
- (h) Only adults over eighteen years old are permitted to apply to become an FBO.

## 1.2.

- (a) Company policies have been implemented to provide restrictions, rules and regulations for proper sales and marketing procedures and to prevent improper, abusive or illegal acts. Such company policies are revised, modified and added to, from time to time. Revisions,

modifications or amendments to the Company Policies and the Code of Professional Conduct shall be published on [www.foreverliving.com](http://www.foreverliving.com) and shall become effective 30 days after publication.

- (b) Each FBO has an obligation to become familiar with the company policies in existence at the time of enrolment and as revised, modified or amended by the Company.
- (c) Each FBO, upon completing the Forever Business Owner application form, agrees to abide by FLP company policies. Language therein specifically refers to the FBO's contractual commitment to follow FLP company policies. The placing of orders for products with FLP is a reaffirmation of such commitment to abide by the company policies and the Code of Professional Conduct. Any acts or lack of action, which results in a misuse, misrepresentation or violation of the company policies and/or the Code of Professional Conduct, may cause termination of the license granted to use FLP's registered trademarks, service marks, and other marks, including the right to buy, and to distribute FLP products.
- (d) Notwithstanding the foregoing, any revision, modification, amendment to, or termination of (a) the Dispute Resolution/Waiver of Jury Trial agreement contained in these Company Policies and the Code of Professional Conduct (Section 18.01) and/or (b) the agreements contained in the Dispute Resolution Policy referenced therein and available on FLP's Company website at [www.foreverliving.com](http://www.foreverliving.com), shall not apply to a dispute of which the Company has actual notice of prior to the effective date of such revision, modification, amendment or termination. The effective date of any such revision, modification, amendment or termination shall be 30 days after the revision, modification, amendment or termination is posted on the FLP Company website at [www.foreverliving.com](http://www.foreverliving.com).

1.3. Forever Living Products (UK and Ireland) Limited (which is referred to in this handbook as 'the Company' and/or 'FLP') is the promoter of this selling system.

1.4. Forever Living Products (UK and Ireland) Limited is an associated company of Forever Living Products International Inc, whose head office is at 7501 East McCormick Parkway, Scottsdale, Arizona 85258 USA.

1.5. The Forever Living Products group of companies is engaged in the sale and distribution of health, nutritional and beauty-related products which are fully described in their company literature.

1.6. The Forever Living Products group of companies sells their products through a multi-level marketing plan using Forever Business Owners (FBOs) to sell the products and deliver them to retail customers. The Forever Living Products Marketing Plan is founded upon honesty and integrity, and allows an equal and fair opportunity for everyone to achieve success.

1.7. All FBOs agree to comply with the rules and regulations set out in this company policy handbook and agree that the Company has a right to change these rules at any time on not less than thirty days' written notice. FBOs agree to comply with those rules, as amended, and that they form part of their contract with the Company. No amendment to the rules will require FBOs to incur any expenditure, but they may require them to amend their business practices. Any changes to the policy handbook will be notified to FBOs in the Company's weekly e-newsletter (and/or by email / notification from Forever) and FBOs agree that this is sufficient notification. FBOs agree that if they are inactive, and in consequence do not receive a weekly e-newsletter, they are still bound by any change to the policy handbook set out in that e-newsletter.

1.8. A copy of the company policy handbook should be supplied to new FBOs by the sponsor before the FBO application is completed.

1.9.

(a) The Company is a member of the Direct Selling Association UK (DSA) and the Direct Selling Association of Ireland (DSAI). FBOs are required to be aware of and comply with the terms and conditions of both the DSA/DSAI Consumer Code of Practice and the DSA/DSAI Code of Business Conduct.

(b) It is illegal for the Company or an FBO to persuade anyone to make a payment by promising benefits from getting others to join the scheme. Do not mislead by making claims that high earnings are easily achieved.

## 2. Definitions

2.1. The Forever Living Products Marketing Plan provides for active FBOs to receive monthly sales bonuses and other rewards for their accredited sales and those of their sponsored group.

The Marketing Plan and all company incentive programmes are intended to promote sound multi-level marketing ('MLM') building principles. This includes the proper sponsoring and purchasing of products in saleable quantities.

2.2. The basic element of the Marketing Plan is the profit plan, by which active FBOs will receive a bonus based on their monthly purchases and the purchases made by their sponsored group, according to their position in the Marketing Plan. FBOs agree that the Company has the right to change the Marketing Plan, the rates of bonuses and incentives paid by the Company and the events in respect of which bonuses and incentives are paid, at any time on not less than thirty days' written notice.

2.3. Products have a 'case credit' ('CC') value, directly proportional to their VAT-exclusive wholesale value. Literature items do not have any CC value.

2.4. Throughout this policy handbook the following expressions shall have the following meanings:

**Adjusted wholesale price:** 30% Discounted Price less the applicable Personal Discount, based on current sales level achievement, at which the products are sold to an FBO.

**Accredited sales:** Sales activity as reflected by the case credits of orders placed with the Company.

**Active FBO:** A FBO who has four or more active case credits in his/her home country during a calendar month, at least one of which is a personal case credit. The active status of an FBO is established each month and is part of the qualification requirement to receive volume and leadership bonuses, Gem Bonus, Earned Incentive payments, Eagle Manager status, Global Rally expenses and Chairman's Bonus.

**Bonus:** A cash payment or credit towards future personal purchases from the Company to a 30% discount Qualified FBO.

(a) **Personal bonus:** A payment made to an FBO of 5-18% of the SRP of his/her online retail sales.

(b) **Preferred customer bonus:** A cash payment to an FBO of the SRP of the purchases of his/her personally-sponsored Preferred Customers.

(c) **Volume bonus ('VB'):** A cash payment to a qualifying FBO of 3-13% of the SRP of the personal accredited sales of a downline FBO who is not under an active downline Manager.

(d) **Leadership bonus ('LB'):** A cash payment to a qualifying Manager of 2-6% of the SRP of the personal accredited sales of his/her downline Managers and the FBOs under those downline Managers.

**Bonus recap:** A monthly statement of account setting out full and accurate details of all transactions and how any deductions are calculated.

**Business entity ownership:** A Forever business which has been assigned to a business entity.

**Case credit ('CC'):** A value assigned to each product to calculate sales activity to determine advancements, bonuses, awards and earned incentives for FBOs as set forth in the Forever Marketing Plan. All case credits are calculated on a month-by-month basis.

- (a) **Active case credits:** Personal case credits plus Preferred Customer case credits. These determine an FBO's active status each month.
- (b) **Leadership case credits:** Case credits awarded to an active LB-qualified Manager calculated at 40%, 20%, or 10% of the personal and non-Manager case credits of his/her first-, second- or third-generation active Managers, respectively.
- (c) **Preferred Customer case credits:** Case credits As reflected by the purchases of a personally-sponsored Preferred Customer. .
- (d) **Non-Manager case credits:** Case credits as reflected by the personal accredited sales of a downline FBO who is not under a downline Manager.
- (e) **Pass-thru case credits:** Case credits as reflected by the personal accredited sales of a downline non-Manager that pass through an inactive Manager. These are not counted as non-Manager case credits towards the qualification of any incentives. However, they are counted as part of a Manager's total case credits.
- (f) **Personal case credits:** Case credits as reflected by the FBO's personal accredited sales.
- (g) **Total case credits:** The sum total of all the FBO's various case credits.
- (h) **New case credits:** The case credits generated by a Manager's personally-sponsored Preferred Customer/FBO lines for twelve processing months after being sponsored, (including the month in which that FBO line was sponsored), or until that FBO line achieves Manager, whichever occurs first.

**Company Marketing Plan or Marketing Plan:** The Marketing Plan of the Company as more fully described in section four of this policy handbook.

**Domestic:** Pertaining to the FBO's home country.

**Downline:** All FBOs sponsored under an FBO, regardless of how many generations down.

**Eagle Manager:** A Manager who has achieved Eagle Manager status.

**Earned Incentive (Forever2Drive):** An incentive programme that pays the qualifying FBO an extra cash payment for thirty-six months.

**Earned trip:** A travel award for two persons, presented to the FBO who achieves any of the various Marketing Plan incentive programmes.

**FBO application form:** The application form to become an FBO with the Company, which has a

unique identification number.

**FLP:** The Company, Forever Living Products (Ireland & UK) Ltd, Longbridge Manor, Warwick, CV34 6RB, an associated company of Forever Living Products International Inc, whose Head Office is at 7501 East McCormick Parkway, Scottsdale, Arizona 85258 USA.

**Forever Business Owner ('FBO'):** One who, after purchasing a Start Your Journey Pack or placing orders equaling two Case Credits within any two-consecutive-Month period, chooses to Opt-in to build a Forever business in accordance to the Forever Marketing Plan.

**Gem Manager:** A Manager who has developed at least nine first-generation domestic-sponsored recognised Managers.

**Home country:** The country in which the FBO resides for the majority of time. It is in this country that the FBO must qualify to receive activity waiver for all other FLP countries.

**Incentive shares:** The total case credits generated in accordance with the Chairman's Bonus rules that are used to determine the FBO's share of the bonus pool.

**Inherited Manager:** (see 5.4)

**Leadership bonus (LB)-qualified:** A recognised Manager who has qualified to receive leadership bonus for the month.

**Literature or company literature:** Sales aids, company forms, company magazine, packaging, samples of product and any other product-related items which do not have a CC value.

**Month:** A calendar month, i.e. 1st January through to the 31st January.

**Preferred Customer:** One who registers to purchase products at a 5% discount off the Suggested Retail Price (SRP) but does not wish to be a Forever Business Owner (FBO) and participate in the Company Marketing Plan. He/She is considered a retail consumer and may purchase Forever Living products only for personal or family use. A Preferred Customer is not authorised or licensed to resell Forever Living products or to make purchases to help others resell products. Although he/she may be assigned an Identification Number, the Preferred Customer is not eligible to participate and/or receive compensation in any form unless he/she Opt-in to become an FBO. A Preferred Customer who has purchased 2 case credits within any 2-consecutive-Month period receives a 30% discount on future purchases and is eligible to Opt-in to become an FBO and participate in the sales/bonus compensation structure as defined in FLP's Marketing Plan.

**Preferred Customer profit:** 25% of the SRP of purchases made by Preferred Customers which is paid to the Sponsoring FBO, until the Preferred Customer has purchased 2 case credits within any 2-consecutive-Month period.

**Operating company:** The administrative company under which one or multiple countries use a single database to calculate sales level advancements, bonus payments, and incentive qualifications.

**Opt-in:** The process of electing to participate in the sales/bonus compensation structure in FLP's Marketing Plan as a Forever Business Owner (FBO) and agreeing to abide by the Company Policies and the Code of Professional Conduct, as may be amended from time to time.

**Participating country:** A country that has qualified to participate in the Chairman's Bonus incentive by generating at least 3,000CC during any three months of the previous calendar year (3,000CC for any two months if requalifying), and produces at least one Chairman's Bonus qualifier.

**Personal discount:** A discount, (calculated as a percentage of SRP excluding VAT) , of 8-18%, based on the current Sales Level. This discount amount is subtracted from the 30% Discounted Price to determine the Adjusted Wholesale Price.

**Personal accredited sales:** The SRP or case credits of the FBO's sales activity as reflected by purchases made in his/her name.

**Preferred Customer:** One who registers to purchase at a 5% discount off the Suggested Retail Price (SRP) but does not wish to be a Forever Business Owner (FBO) and participate in the Company Marketing Plan. He/She is considered a retail consumer and may purchase Forever Living products only for personal or family use. A Preferred Customer is not authorised or licensed to resell Forever Living products or to make purchases to help others resell products. Although he/she may be assigned an Identification Number, the Preferred Customer is not eligible to participate and/or receive compensation in any form unless he/she Opt-in to become an FBO. A Preferred Customer who has purchased a Start Your Journey Pack or product equaling two Case Credits within any two-consecutive-Month period receives a 30% discount on future purchases and is eligible to Opt-in to become an FBO and participate in the sales/bonus compensation structure as defined in FLP's Marketing Plan.

**Preferred Customer Profit:** 25% of the SRP of purchases made by Preferred Customers which is paid to the Sponsoring FBO, until the Preferred Customer has purchased a Start Your Journey Pack or product equaling two Case Credits within any two-consecutive-Month period.

**Qualifying country:** Any participating country that is being used as the country of qualification for the Chairman's Bonus incentive.

**Recognised Manager:** (see 5.1)

**Region:** The region in which the FBO's home country is located. Regions include North America, Latin America, Africa, Europe and Asia.

**Re-sponsored FBO:** An FBO who has changed his/her sponsor after one year of no activity.

**Retail customer:** One who purchases FLP products through authorised channels and has not applied to be a Preferred Customer.

**Sales level:** Any of the various levels achieved by the cumulative case credits of the FBO and his/her Downline. These include Assistant Supervisor, Supervisor, Assistant Manager and Manager.

**Sponsor:** An FBO who personally signs up another FBO.

**Sponsored Manager:** (see 5.3)

**Suggested retail price (SRP):** The price, not including taxes, at which the Company recommends that products be sold to retail customers. It is upon the ex VAT SRP that all bonuses and personal discounts are calculated.

**Transferred Manager:** (see 5.4)

**UK/Ireland web pages:** The UK and Ireland pages of the corporate website: [www.foreverliving.com](http://www.foreverliving.com).

**Upline:** the FBOs in the upline genealogy of an FBO.

**Unrecognised Manager:** (see 5.2)

**VB:** Volume Bonus.

**Waiver:** Awarded to the FBO who completes certain requirements to qualify for bonuses in one operating company that is accepted in lieu of those requirements for the following month in all other operating companies.

- (a) **Activity qualification waiver:** An FBO who is active with 4 personal and Preferred Customer case credits in his/her home operating company will receive an activity waiver for the following month in all other operating companies.
- (b) **Leadership Bonus Qualification Waiver:** A recognised Manager who is active, or has received an activity qualification waiver and fulfils the personal/non-Manager CC leadership bonus requirement in any single operating company during the current month will receive a leadership bonus waiver for the following month in all other operating companies.

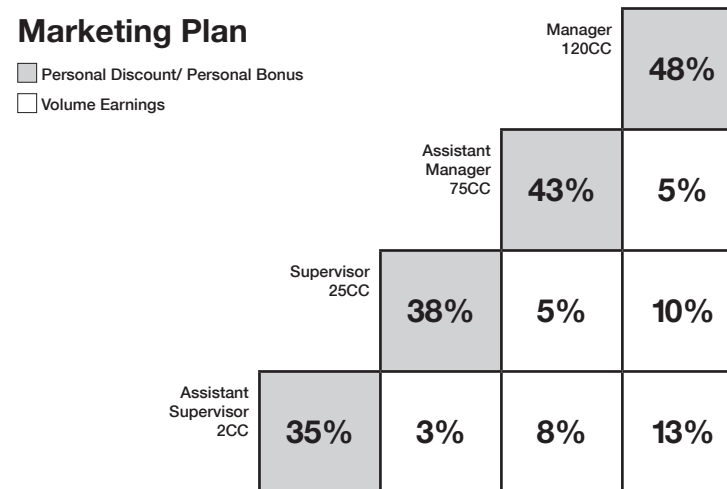
**Webstore:** The official online shopping site located at [www.foreverliving.com](http://www.foreverliving.com).

### 3. Preferred Customer

- 3.1. The Preferred Customer is solely a consumer of FLP products. He/She is not licensed to sell FLP products, sponsor other Preferred Customers, or receive any compensation from FLP.
- 3.2. The Preferred Customer purchases product at a 5% discount off the Suggested Retail Price (SRP).
- 3.3. When the Preferred Customer purchases a Start Your Journey Pack or two CC within a two-consecutive-Month period, he/she is entitled to a permanent 30% discount on subsequent orders.
- 3.4. A Preferred Customer who has qualified for a 30% discount is eligible to Opt-in to the Marketing Plan as a Forever Business Owner (FBO) at the level of Assistant Supervisor.

### 4. Bonus Structure / Marketing Plan

- 4.1. Upon Opting-in to the Marketing Plan, the Preferred Customer becomes a Forever Business Owner (FBO) at the Sales Level of Assistant Supervisor with the right to sell FLP products and sponsor other FBOs to sell FLP products. The combined sales volume (measured in Case Credits or CC) generated by the FBO and his/her subsequent downline organisation qualifies the FBO to receive Sales Level promotions, and increased Discounts and Bonuses as outlined below:



- (a) **Assistant Supervisor** is achieved by generating a total of 2 Personal and Non-Manager Case Credits in any single Operating Company within any 2 consecutive Months. The Assistant Supervisor receives:

- 30% discount on Personal orders.
- 30% Retail Profit on online Retail Sales.
- 25% Preferred Customer Profit on the Purchases of personally-sponsored Preferred Customers.
- The Active Assistant Supervisor also receives:
  - 5% Personal Bonus on Personal purchases and online Retail Sales
  - 5% Preferred Customer Bonus on the Purchases of personally sponsored Preferred Customers.
  - 5% Personal and Preferred Customer Bonuses forfeited by inactive downline Assistant Supervisors.

(b) **Supervisor** is achieved by generating a total of 25 Personal and Non-Manager Case Credits within any 2 consecutive Months. The Supervisor receives:

- 30% Discount plus 8% Personal Discount on Personal purchases.
- 30% Retail Profit plus 8% Personal Bonus on online Retail Sales.
- 25% Preferred Customer Profit plus 8% Preferred Customer Bonus on the Purchases of personally-sponsored Preferred Customers.

The **active** Supervisor also receives:

- 3% Volume Bonus on the Personal Accredited Sales of personally-sponsored Assistant Supervisors and their Downlines.
- 5% Personal and Preferred Customer Bonuses forfeited by inactive downline Assistant Supervisors.

(c) **Assistant Manager** is achieved by generating a total of 75 Personal and Non-Manager Case Credits within any 2 consecutive Months. The Assistant Manager receives:

- 30% discount plus 13% Personal Discount on Personal purchases.
- 30% Retail Profit plus 13% Personal Bonus on online Retail Sales.
- 25% Preferred Customer Profit plus 13% Preferred Customer Bonus on the Purchases of personally-sponsored Preferred Customers.

The **active** Assistant Manager also receives:

- 5% Volume Bonus on the Personal Accredited Sales of personally-sponsored Supervisors and their Downlines.
- 8% Volume Bonus on the Personal Accredited Sales of personally-sponsored Assistant Supervisors and their Downlines.
- 5% Personal and Preferred Customer Bonuses forfeited by inactive downline Assistant Supervisors.

(d) **Manager** is achieved as soon as 120 Personal and Non-Manager Case Credits are generated within 1 or 2 consecutive Months, or 150 Personal and Non-Manager Case Credits within 3 or 4 consecutive Months. The Manager receives:

- 30% discount plus 18% Personal Discount on Personal orders
- 30% Retail Profit 18% Personal Bonus on Online Retail Sales.
- 25% Preferred Customer Profit plus 18% Preferred Customer Bonus on the Purchases of personally-sponsored Preferred Customers.

The **active** Manager also receives:

- 5% Volume Bonus on the Personal Accredited Sales of personally-sponsored Assistant Managers and their Downlines.

- 10% Volume Bonus on the Personal Accredited Sales of personally-sponsored Supervisors and their Downlines.

- 13% Volume Bonus on the Personal Accredited Sales of personally-sponsored Assistant Supervisors and their Downlines.

- 5% Personal and Preferred Customer Bonuses forfeited by inactive downline Assistant Supervisors.

(e) Case Credits from multiple Operating Companies may be combined for move up to Supervisor, Assistant Manager and Manager. The level of Assistant Supervisor can only be achieved with case credits generated in a single Operating Company.

(f) Case credits from multiple operating companies cannot be combined for incentive qualifications except for Global Rally, and the new case credit requirement for Eagle Manager and Chairman's Bonus.

(g) One month or two consecutive months may be used to accumulate the case credits necessary to achieve the levels of Assistant Supervisor, Supervisor, Assistant Manager or 120CC Manager; and three or four consecutive months may be used to accumulate the case credits necessary to achieve the 150CC Manager. If the case credits for moveup are generated in a single Operating Company, the resulting move-up shall occur in that Operating Company on the exact date that sufficient case credits are accumulated, and on the 15th of the month following in all other Operating Companies. If the case credits for move-up are generated in multiple Operating Companies, the move-up shall occur in all Operating Countries on the 15th of the following month after sufficient case credits are accumulated.

(h) An FBO who moves up to Recognised Manager as outlined in Section 4.01, shall be classified as either a Sponsored Manager or a Transferred Manager as follows:

(i) If the 120 or 150 case credits are generated in a single Operating Company, and the FBO is Active in his/her Home Operating Company during the move up period, the FBO shall be classified as a Sponsored Manager in both the Operating Company in which the 120 or 150 case credits were generated, and in his/her Home Operating Company; and as a Transferred Manager in all other Operating Companies.

(ii) If the 120 or 150 case credits are generated in multiple Operating Companies, the FBO shall be classified as a Sponsored Manager in his/her Home Operating Company; and as a Transferred Manager in all other Operating Companies.

(i) The Case Credits from the purchase of any Retail or Preferred Customer will count toward the Activity requirement (4cc) of his/her assigned FBO, but only in the Operating Company in which the purchase was made.

(j) A Sponsor receives full case credits of any personally sponsored Retail or Preferred Customer and ensuing Downline group until that Retail or Preferred Customer achieves the Manager level. Subsequently, if the Sponsor is Leadership Bonus Qualified (LBQ), he/ she receives Leadership Case Credits equal to 40% of the Personal and Non-Manager Case Credits of the first LBQ Manager down each sponsorship line, 20% of the Personal and Non-Manager Case Credits of the second LBQ Manager down each sponsorship



line, and 10% of the Personal and Non-Manager Case Credits of the third LBQ Manager down each sponsorship line.

- (k) An FBO will not pass the sponsor on the way to achieving any sales level.
- (l) There is no requalifying for a sales level once it is earned unless the Forever business is terminated or the FBO is re-sponsored.

#### 4.2. Preferred Customer 6-month, 36- month policies

- (a) A Preferred Customer is eligible to choose a new Sponsor after being a Preferred Customer for 6 full Months
- (b) A Preferred Customer who chooses a new Sponsor will count as newly-sponsored for all applicable incentives.
- (c) A Preferred Customer who has not made a purchase for 36 consecutive calendar Months will be automatically deactivated from the Company's database.

#### 4.3. Activity qualification

- (a) To qualify for all bonuses and incentives - except personal discounts, personal and Preferred Customer bonuses, and Preferred Customer profit – an FBO must be active and meet all other requirements of the Marketing Plan during the calendar month in which the bonuses were accrued.
- (b) To be considered active for the month in his/her home operating company, an FBO must have a total of four active case credits in the home operating company during that month, at least one of which is a personal case credit. To be considered active for the month in a foreign country, he/she must have qualified as active in the home operating company during the previous month.
- (c) Assistant Supervisors who do not achieve Active status will not be paid a Personal Bonus or a Preferred Customer Bonus that month. Supervisors, Assistant Managers and Managers who do not achieve Active Status will not be paid a Volume Bonus that month. Any Bonuses accrued by an FBO who is not Active during the Month will be paid upline to Active FBOs as per the Marketing Plan.
- (d) An FBO who forfeits any volume bonus may requalify the following month (with no retroactive application) as an active FBO.

#### 4.4. Bonus / profit calculations and payments

- (a) All bonuses are calculated on the ex VAT suggested retail price (SRP) as set forth in the FBO's monthly recap.
- (b) Discounts and bonuses are calculated according to the level attained at the time an order is accepted. Higher discounts and bonuses are effective on the date of move up to a higher level.
- (c) An FBO does not receive a volume bonus on any FBO in his/her sponsored group who is at the same level in the Marketing Plan. However, he/she will receive full case credits

from such sources for sales level advancement and other incentives.

- (d) Bonus payments are paid direct into the FBO's bank account detailed on the FBO application on the 15th of the month following product purchase. For example, bonuses for January accredited sales will be paid into that account on 15th February. When the 15th day of the month falls on a Saturday, payments will be paid into that account on the prior Friday (the 14th). When the 15th day of the month falls on a Sunday, payments are paid into that account on the following Monday (the 16th).
- (e) Bonuses are paid excluding VAT and therefore any FBO registered for VAT should send an invoice to the Company for the payment of VAT on his/her bonuses. This can be each month or quarterly, but must be a properly constituted invoice showing the FBO's VAT number, address, date and a unique invoice number. All elements of the bonus are VAT-related.
- (f) Profits generated by online purchases by Preferred Customers and retail customers are deposited to the FBO's bank account within four working days following the 10th, 20th, and last day of the month.
- (g) Any third party charges or fees accrued on payments made to an FBO outside the country in which the profits/bonuses are earned will be the responsibility of the FBO.

#### 4.5. FBO 36-Month Policy.

- (a) An FBO who has not made a purchase for 36 consecutive calendar Months will forfeit all sponsored downlines to his/her first upline FBO.
- (b) If the FBO has any 1st Generation Managers in his/her organisation, these Managers will be classified as Inherited Managers to the newly appointed Sponsor.

## 5. Manager Status and Qualifications

### Recognised Manager

#### 5.1.

- (a) An FBO qualifies as a Recognised Manager and receives a gold Manager pin
  - (i) As soon as his/her entire group generates 120 personal and non-manager case credits within 1-2 consecutive Months, or 150 personal and non-manager case credits within 3-4 consecutive Months, and
  - (ii) When he/she is an Active FBO each Month during the same period, and
  - (iii) When there are no other FBOs in his/her Downline who qualify as Manager during the same period.
- (b) If an FBO's Downline FBO also qualifies as a Manager in any country during the same period, the FBO will be a Recognised Manager if
  - (i) He/she is an Active FBO each Month during the same period, and
  - (ii) He/she has at least 25 personal and non-manager case credits in the final Month of qualification from FBOs in Downlines other than that of the Manager moving up in the same Month.

### Unrecognised Manager

#### 5.2.

- (a) As soon as an FBO and Downline generate 120 personal and non-manager case credits within 1-2 consecutive Months, or 150 personal and non-manager case credits within 3-4 consecutive Months, and the FBO does not meet the remaining requirements for Recognised Manager, he/she becomes an Unrecognised Manager.
- (b) An Unrecognised Manager can qualify for the Personal Discount, Preferred Customer and Volume Bonuses, but cannot qualify for Leadership Bonus or any other Manager incentive.
- (c) An Unrecognised Manager can qualify as a Recognised Manager by meeting the following requirements:
  - (i) Generate a total of 120 personal and non-manager case credits within 1-2 consecutive Months, or 150 personal and non-manager case credits within 3-4 consecutive Months, and
  - (ii) Be an Active FBO each Month during the same period
  - (iii) The re-qualification period cannot start earlier than the last month of his/her Unrecognised Manager qualification

- (d) If the re-qualification period starts the last month his/her Unrecognised Manager qualification, the case credits that were not associated with a Downline Manager move-up during the last Month of move up to Unrecognised Manager can be counted for the Recognised Manager qualification.
- (e) From the date that an Unrecognised Manager has generated the required personal and non-manager case credits, he/she becomes a Recognised Manager and will begin to accrue Leadership Bonuses and Leadership case credits on Accredited Sales if he/she is Leadership Bonus Qualified.

### Sponsored Manager

#### 5.3.

- (a) A Manager becomes a sponsored Manager to his/her immediate upline sponsor by:
  - (i) Qualifying as a recognised Manager, or
  - (ii) Qualifying as a sponsored Manager from inherited or transferred Manager status.
- (b) A sponsored Manager can be counted for his/her upline Manager's Gem Manager level and for any other incentive that requires Sponsored Managers.

### Inherited and Transferred Manager:

#### 5.4.

- (a) A Manager is considered inherited if he/she is moved to a different sponsor under the 12-month LBQ rule, or if his/her sponsor is terminated or re-sponsors. In such case, he/she becomes an inherited Manager to his/her new sponsor.
- (b) A Manager is considered transferred according to policy outlined in Section 4.1(h) until he/she requalifies as a sponsored Manager on a country-by-country basis.
- (c) Inherited and Transferred status does not affect the Volume Bonus or Leadership Bonus paid to any Manager or to his/her upline.
- (d) An Inherited or Transferred Manager does not count for the upline Manager's case credit reduction for the Earned Incentive Programmeme or Gem Manager level.
- (e) An Inherited or Transferred Manager can re-qualify as a Sponsored Manager on a Company by Company basis by meeting the following requirements:
  - (i) Generate a total of 120 personal and non-manager case credits in the Operating Company where he/she is requalifying as a Sponsored Manager within any one to two consecutive Months (or 150 case credits within any three to four consecutive Months).
  - (ii) During the re-qualification period, be an Active FBO in his/her Home Country, or generate 4 personal case credits in the Company where he/she is achieving Sponsored Manager status.

## 6. Leadership Bonus

- 6.1. After an FBO becomes a recognised Manager, he/she can qualify for leadership bonuses by developing and supporting downline Managers, and by continuing to sponsor and train FBOs.
- 6.2.
- (a) A recognised Manager who is active and has 12CCs personal and non-Manager (or has activity and leadership bonus waivers) in any single operating company during the current month, qualifies for leadership bonuses generated in that single operating company during that month.
  - (b) The personal and non-Manager requirement is reduced to 8CCs if the Manager had two downline Managers, each in separate sponsored lines, who each had 25 total case credits during the previous month. It is further reduced to 4 Active case credits, if he/she had three downline Managers, each in separate sponsored lines, who each had 25 total case credits during the previous month.
- 6.3. A leadership bonus, based on the total SRP of a Manager's personal and non-Manager accredited sales of the qualifying month, is paid to his/her upline leadership bonus-qualified Managers at the following rates:
- (i) 6% is paid to the first upline LBQ Manager.
  - (ii) 3% is paid to the second upline LBQ Manager.
  - (iii) 2% is paid to the third upline LBQ Manager.
- 6.4.
- (a) A recognised Manager who is not active for three consecutive months loses eligibility to qualify for Leadership Bonus, even if he/she has no downline Managers.
  - (b) A recognised Manager who has lost eligibility to qualify for leadership bonus can regain eligibility by meeting the following requirements in any single operating company:
    - (i) Generate a total of twelve personal and non-Manager case credits each month for three consecutive months (even if he/she does not have any downline Managers).
    - (ii) Be active each month for the same period.
  - (c) Upon regaining eligibility, leadership bonus will accrue thereafter each month the Manager is LBQ, beginning with the fourth month, and which will be paid on the 15th of the fifth month.
- 6.5
- (a) A Manager who is not LBQ at least once in the previous twelve consecutive months, and who is not in the process of regaining Leadership Bonus eligibility, will permanently forfeit all downline Manager lines.
  - (b) A forfeited Manager line will become an Inherited Manager to the first Leadership Eligible Manager upline from his/her original sponsor.

## 7. Additional Incentives

- 7.1. All Company incentive programmes are intended to promote sound business-building principles. This includes the proper sponsoring and selling of product in usable, resalable quantities. Incentive points and prizes are not transferable, and will be awarded only to an FBO who qualifies by building the business in accordance with the spirit of the FLP Marketing Plan, Company Policies and the Code of Professional Conduct.
- 7.2. Recognition pins will be awarded only to the person(s) whose names appear on the Forever Business Owner application form on file at Head Office.
- 7.3.
- (a) In the event an FBO's spouse does not attend an earned trip, the FBO may bring a guest provided that the guest is fourteen years of age or older.
  - (b) Earned trips are limited to the following: Global Rally, Eagle Managers' Retreat, Sapphire, Diamond Sapphire, Diamond, Double Diamond, and Triple Diamond trips.
  - (c) The Sapphire, Diamond Sapphire, Diamond, Double Diamond, and Triple Diamond trips must be taken within twenty-four months of qualification.

### Other sales incentives

- 7.4. From time to time, the Company offers other incentives to FBOs based on their sales performance. Details and rules of such incentives, which are established and monitored by the executive committee, will be published in the Company's monthly magazine or announced at a Success Day (or via any other method the Company sees fit). The Company may withdraw these other incentives at any time.

### Conditions

- 7.5. The Company reserves the right to alter the qualifying targets for any of its events. Any alterations will be notified to FBOs through the Company's monthly magazine and/or at the monthly Success Day (or via any other method the Company sees fit) prior to the qualification period beginning.
- 7.6. FBOs qualifying for tickets for Company events will only receive tickets for those named on the FBO application form which was approved by Head Office. If a legally-married spouse is not named on the form, an extra ticket may be awarded at the Company's discretion. Room allocations, etc. will be made on the basis that FBOs named on the same FBO application form will share. FBOs requiring single occupancy may be asked to pay a supplement.
- 7.7. Your qualification will only be valid on the basis you continue to support and attend the Company's Success Day trainings and other related events throughout the year and on an on-going basis. Anyone not seen to be actively building their business and encouraging their team to attend company events will waive their entitlement to attend these events.

## 8. Manager and Beyond – Awards

- 8.1. A Manager can combine first-generation sponsored recognised Managers from all countries for the purpose of being recognised as senior through Diamond Centurion Manager. However, each first-generation Manager can only be counted once.
- 8.2. All recognition pins for Manager level and above are awarded only at a company-approved recognition meeting.
- 8.3. Recognised Manager: when an FBO qualifies under the requirements as set out in 5.1, he/she is recognised as Recognised Manager and receives a gold pin.

### Eagle Manager status

#### 8.4

- (a) Eagle Manager Status is earned and renewed each year. An FBO can qualify by meeting the following requirements during the qualification period of May through April, after qualifying as a Recognised Manager::

- (i) Be Active every month.
- (ii) Be Leadership Bonus Qualified (even if he/she has no downline Managers). Case Credits generated during the months he/she is not Leadership Bonus Qualified will NOT count toward this incentive.
- (iii) Generate at least 720 Total Case Credits, including at least 100 NEW Case Credits.
- (iv) Support local and regional meetings.

The following requirement can be met during the qualification period of May through April, before or after qualifying as a Recognized Manager

- (v) Personally sponsor and develop at least 2 new Supervisor lines.
- (b) In addition to the requirements listed above, Senior Managers and above must also develop and maintain Downline Eagle Managers, as outlined in the following schedule. Each Downline Eagle Manager must be in a separate sponsorship line, without regard to how many generations down. This requirement is based on the Manager position qualified for at the beginning of the qualification period.
- (i) Senior Manager: 1 Downline Eagle Manager.
  - (ii) Soaring Manager: 3 Downline Eagle Managers.
  - (iii) Sapphire Manager: 6 Downline Eagle Managers.
  - (iv) Diamond-Sapphire: 10 Downline Eagle Managers.
  - (v) Diamond Manager: 15 Downline Eagle Managers.
  - (vi) Double-Diamond Manager: 25 Downline Eagle Managers.
  - (vii) Triple-Diamond Manager: 35 Downline Eagle Managers.
  - (viii) Diamond Centurion Manager: 45 Downline Eagle Managers.

Gem Managers (i.e. Sapphire & higher) may qualify as Eagle at a lower Level, but not lower than Soaring. For example, if a Diamond Manager has 3 Downline Eagle Managers, then he/she qualifies, and will be referred to as a Diamond Manager who is Eagle Qualified.

- (c) All requirements must be achieved in a single Operating Company, except for the NEW Case Credit, New Supervisor, and Downline Eagle Manager requirements, as clarified below.
- (d) Responsored FBOs are included in the new Supervisor and NEW Case Credit requirements.
- (e) A maximum of 100 NEW Case Credits from outside the Qualifying Country can be counted toward the case credit requirements.
- (f) New Supervisors from all countries may be combined to count toward the New Supervisor requirement.
- (g) A Manager can combine downline Eagle Managers from various countries for the purpose of achieving Eagle Manager status. If a Manager has sponsored the same FBO into multiple Countries, he or she can count Eagle Managers under that FBO in the various Countries, but no downline Eagle Manager can be counted more than once.
- (h) If an FBO achieves Manager during the qualification period:
  - (i) Any Preferred Customers he/she sponsored during the final month of move-up will count toward the new Supervisor requirement for that qualification period's Eagle Manager Program.
  - (ii) The Eagle Manager requirements are NOT prorated; rather, he/she needs to accomplish the 720-Total/100-NEW Case Credits and the 2-new Supervisors during the remainder of the qualification period after achieving Manager Level.
- (i) Upon completion of all requirements to achieve Eagle Manager Status, the FBO will be awarded an Earned Trip to attend an Eagle Manager Retreat. The Qualifying FBO may select one location from the two determined by the company. This will include:
  - (i) Airfare for two and three night's lodging.
  - (ii) An invitation to the exclusive Eagle Manager's Training.
  - (iii) Access to all events relating to the Eagle Manager's Retreat.

The FBO must designate the desired location by May 31 following the qualification period, or permanently forfeit his/her attendance at either Retreat.
- (j) An FBO who qualifies as Sapphire, Diamond-Sapphire, or Diamond Eagle will automatically be qualified for the 1%, 2%, or 3% Gem Bonus, respectively, in his/her Home Country, for each of the twelve months beginning with May in which he/she is LBQ.
- (k) An FBO can qualify in only one Country. If he/she meets the requirements in multiple Countries, the Country in which he/she has the highest Total Case Credits will be considered the Qualifying Country.

**Global Leadership Team**

8.4.1.

- (a) Membership in the Global Leadership Team is earned and renewed each year by generating 7,500 total case credits during the calendar year after qualifying as a Recognised Manager.
- (b) Managers achieving the Global Leadership Team will become members of the GLT for one calendar year, beginning on the 1st of January of the year following their qualification, be invited to an exclusive global retreat, and they will receive recognition and awards at the Global Rally.
- (c) Managers must attend the Global Rally to receive Global Leadership Team awards.

**Manager**

8.5.

**Manager Recognition**

A Recognised Manager may qualify for Manager recognition in one of two ways, which cannot be combined.

- (a) Accumulate First-Generation Sponsored Recognised Managers; or
- (b) Accumulate Eagle Manager Downlines.
- (c) Only Eagle Manager downlines developed during years in which the qualifying Manager achieved Core Requirements will count toward his/her accumulated total. The qualifying Manager must achieve the following Core Requirements during May-April, after qualifying as a Recognised Manager:
  - (i) Be Active every month
  - (ii) Be Leadership Bonus Qualified. case credits generated during the months he/she is not Leadership Bonus Qualified will NOT count toward this incentive.
  - (iii) 720 Total CC in his/her Home Country, and
  - (iv) 100 New CC in any Country, and
  - (v) Sponsor and develop 2 new Supervisors in any Country.
- (d) There is no time limit for the required accumulation of Managers or Eagle Manager Downlines:
- (e) A Manager who achieves the Core Requirements during the qualification period can retroactively count Eagle Manager Downlines from each previous year in which he/she also met the Core requirements
- (f) Each Eagle Manager Downline can only be counted once by each upline qualifying Manager.

- (g) A Recognised Sponsored Manager who has been removed from the Company's database through Termination, Responsor, or per the thirty-six Month Policy will continue to count toward his/her previous sponsor's Manager pin level.

**Senior Manager**

8.6.

- (a) Accumulate two First-Generation Sponsored Recognised Managers; or
- (b) Accumulate one Eagle Manager Downline.
- (c) The Senior Manager will be awarded:
  - (i) A gold pin with 2 garnets.

**Soaring Manager**

8.7.

- (a) Accumulate five First-Generation Sponsored Recognised Managers; or
- (b) Accumulate 3 Eagle Manager Downlines.
- (c) The Soaring Manager will be awarded:
  - (i) A gold pin with 4 garnets.

**Sapphire Manager**

8.8.

- (a) Accumulate nine First-Generation Sponsored Recognised Managers; or
- (b) Accumulate six Eagle Manager Downlines.
- (c) The Sapphire Manager will be awarded:
  - (i) A gold pin with four sapphires.
  - (ii) A four-day, three night all-expense-paid trip to a resort within the region.

**Diamond-Sapphire Manager**

8.9

- (a) Accumulate seventeen First-Generation Sponsored Recognised Managers; or
- (b) Accumulate ten Eagle Manager Downlines.
- (c) The Diamond-Sapphire Manager will be awarded:
  - (i) A gold pin with two diamonds and two Sapphires.

- (ii) A specially-designed sculpture.
- (iii) A five-day, four-night all-expense-paid trip to a luxury resort within the region.

**Diamond Manager:**

8.10

- (a) Accumulate twenty-five First-Generation Sponsored Recognised Managers; or
- (b) Accumulate fifteen Eagle Manager Downlines.
- (c) The Diamond Manager will be awarded:
  - (i) A gold pin with two large diamonds.
  - (ii) A beautifully designed diamond ring.
  - (iii) A seven-day, six-night all-expense-paid trip to a luxury resort outside the region.
  - (iv) A waiver of case volume requirements for Earned Incentives Volume Bonus and Leadership Bonus, provided a minimum of twenty-five first Generation Sponsored Recognised Managers are Active each month.

**Double Diamond Manager**

8.11

- (a) Accumulate fifty First-Generation Sponsored Recognised Managers; or
- (b) Accumulate twenty-five Eagle Manager Downlines.
- (c) The Double Diamond Manager will be awarded:
  - (i) A gold pin with two large diamonds.
  - (ii) An exclusive pen accessorised with diamonds.
  - (iii) A ten-day, nine-night all-expense-paid trip to South Africa.

**Triple Diamond Manager**

8.12

- (a) Accumulate seventy-five First-Generation Sponsored Recognised Managers; or
- (b) Accumulate thirty-five Eagle Manager Downlines.
- (c) The Triple Diamond Manager is awarded:
  - (i) A gold pin with three large diamonds.
  - (ii) An exclusive, personalised watch.

- (iii) A specially-designed sculpture.
- (iv) A fourteen-day, thirteen-night all-expense-paid trip around the world.

**Diamond Centurion Manager**

8.13

- (a) Accumulate one-hundred First-Generation Sponsored Recognised Managers; or
- (b) Accumulate forty-five Eagle Manager Downlines.
- (c) The Diamond Centurion Manager will be awarded:
  - (i) A gold pin with four large diamonds.

## 9. Gem Bonus

(a) A leadership bonus-qualified Gem Manager who, in the country of qualification, has the required number of active First-Generation Sponsored Managers during the current month, or the required number of separate sponsored downlines with an active Manager who has 25 or more total case credits during the current month, will receive a Gem Bonus based upon the SRP of the personal and non-Manager accredited sales of his/her first-, second- and third-generation downline LBQ Managers as per the following schedule:

(i) Sapphire Gem Bonus: Sapphire Managers and above can qualify for 1% by having nine active First-Generation Sponsored Managers, or nine active Managers, each in a different downline, who generate twenty-five total case credits.

(ii) Diamond-Sapphire Gem Bonus: Diamond-Sapphire Managers and above can qualify for 2% by having seventeen active First-Generation Sponsored Managers, or seventeen active Managers, each in a different downline, who generate twenty-five total case credits.

(iii) Diamond Gem Bonus: Diamond Managers can qualify for 3% by having twenty-five active First-Generation Sponsored Managers, or twenty-five active Managers, each in a different downline, who generate twenty-five total case credits.

(iv) Gem Bonus percentages are not cumulative. Gem Managers receive the highest percentage for which they have qualified.

(b) A Manager may count a foreign first-generation Manager toward Gem Bonus qualification provided that the foreign Manager has qualified as a sponsored Manager in the country in which the Manager is qualifying for Gem Bonus. After the foreign Manager qualifies as a sponsored Manager, he/she will be counted by their upline toward the Gem Bonus qualification during those months that the foreign Manager has an activity waiver from his/her home country.

(c) Gem Bonus is paid by each country based on the SRP of the domestic personal and non-Manager accredited sales activity of Managers in that country. To qualify for a Gem Bonus from any country, a Manager must have the required number of active First-Generation Sponsored Managers, or active 25CC Manager downlines, in that country for the month in which he/she is qualifying for Gem Bonus.

(d) An FBO who qualifies as Eagle with six, ten or fifteen Eagle Manager lines will automatically be qualified for the 1%, 2%, or 3% Gem Bonus, respectively, in his/her Home Country, for each of the twelve months beginning with May in which he/she is LBQ.

If a Gem Manager qualifies as Eagle at a level that is lower than his/her actual Gem Position (i.e. a Diamond Manager who qualifies as Eagle with six Eagle Manager lines), he/she will receive the Gem Bonus payout percentage corresponding to his/her Eagle qualification, except for the months in which he/she qualifies for a higher payout percentage as per the Gem Bonus policy (see Section 9).

## 10. Earned Incentive Programmeme

### (Forever2Drive)

(a) An active recognised Manager is eligible to participate in the Earned Incentive programmeme.

(b) All case credit requirements for the Earned Incentive must be generated in a single Operating Company. An FBO can qualify for this incentive in multiple Operating Companies if he/she meets the case credit requirements within each Company.

(c) Three levels of the Earned Incentive programmeme are available:

(i) Level 1: The Company will pay a maximum of £263/€400 per month for a maximum of thirty-six consecutive months.

(ii) Level 2: The Company will pay a maximum of £394/€600 per month for a maximum of thirty-six consecutive months.

(iii) Level 3: The Company will pay a maximum of £525/€800 per month for a maximum of thirty-six consecutive months.

(d) Three consecutive months are required to qualify, as outlined in the following table:

Earned Incentive qualification / maintenance requirements:

Month	Level 1 Total case credits	Level 2 Total case credits	Level 3 Total case credits
1	50	75	100
2	100	150	200
3	150	225	300

(e) During the period of thirty-six months immediately following qualification, the Manager will receive the maximum payment amount for the level achieved each month that the 'month three' case credit requirement is maintained.

(f) If the Manager's total case credits drop below the month three requirement during any month, that month's earned incentive payment will be calculated at £1.75/ €2.66 multiplied by the Manager's total case credits for that month.

(g) If the Manager's total case credits drop below fifty in any given month, the earned incentive for that month will not be paid. If in the subsequent months the qualifying Manager's case credits increase to fifty or more, the earned incentive will be paid in accordance with the policy as set out above.

(h) A Manager who has five personally-sponsored active recognised Managers during the third qualification month, or any month during the thirty-six month period, will have the

month three requirement reduced to 110, 175, or 240 total case credits for Levels 1, 2 or 3, respectively.

- (i) A Manager who has five personally sponsored active sponsored recognised Managers during the third qualification month, or any month during the thirty-six month period, will have the Month three requirement reduced to 110, 175, or 240 total case credits for levels 1, 2 or 3, respectively.
- (j) Case credits will count towards the qualification and maintenance requirements only during the months in which the qualifying Manager is active.
- (k) The case credits generated by an active FBO before becoming a recognised Manager will count toward the earned incentive qualification.
- (l) After completing the third qualifying month for an earned incentive, a Manager may qualify for a higher incentive at any time starting with the very next month. For example, if a Manager qualifies for Level 1 in January, February, and March with 50, 100, and 150CC, and then generates 225CC in April, the Level 1 payment period would be replaced with a new thirty-six month payment period for Level 2.
- (m) At the end of the thirty-six month period, a Manager may requalify for a new earned incentive using the same qualifications as outlined above. This requalification must be satisfied during any three consecutive months within the last six months of the original thirty-six month payment period.

## 11. Chairman's Bonus

**Core Requirements for all levels** (1st January through to the 31st of December).

- 11.1. An FBO, after becoming a recognised Manager, must fulfil ALL of the following requirements either in their home country, or the qualifying country. They cannot be combined from different countries. However, for FBOs in the UK, Ireland and Iceland, personal and/or non-Manager CCs from all these countries can be combined. The combined total can count towards the achievement of 700, 600 and 500 CCs (Levels 1, 2 and 3).

To qualify, FBOs must:

- (a) Be active every month.
- (b) Be leadership bonus-qualified (even if he/she does not have any downline Managers). case credits generated during the months he/she is not leadership bonus-qualified will NOT count toward this incentive.

The following requirements may be achieved in any participating country:

- (a) Be qualified for the earned incentive programmeme.
- (b) Purchase products as required only after 75% of prior product inventory has been utilised.
- (c) Build the FLP business according to correct MLM principles, Company Policies and the Code of Professional Conduct.
- (d) Attend and support Company-sponsored events.
- (e) An FBO can qualify in only one Country. If he/she meets the requirements in multiple Countries, the Country in which he/she has the highest personal & non-manager case credits will be considered the Qualifying Country.

Final acceptance into the Chairman's Bonus incentive is subject to approval by the Executive Committee. The Executive Committee will take into account all the provisions in the Company Policies and the Code of Professional Conduct.

### Chairman's Bonus Manager (CBM) Level 1.

11.2. In addition to the core requirements, the following must be achieved in the qualifying country, unless otherwise noted:

- (a) Accumulate 700 personal and non-Manager case credits during the incentive period after becoming a recognised Manager, the sum of which must include 150 NEW case credits. The NEW case credits may be generated and combined in any country. A maximum of 150 NEW case credits from outside the qualifying country can be counted. However, for purposes of calculating incentive shares, NEW case credits generated outside the qualifying country will not be counted.



- (b) Other than the allowable NEW case credits, all personal and non-Manager case credits must be generated in the qualifying country.
- (c) Develop one of the following in any generation:
  - (i) A downline recognised Manager that accumulates 600 or more total group case credits in your qualifying country during the incentive period after becoming a recognised Manager. This Manager may be an existing Manager or newly developed during the incentive period, or
  - (ii) A downline CBM in any participating country.
- (d) The 600CC Manager's case credits will not be included when calculating the incentive shares.
- (e) Only case credits for the months the 600CC Manager qualifies as active will count for this requirement.
- (f) A re-sponsored FBO counts towards all Level 1 requirements.
- (g) If an FBO achieves Manager during the qualification period, the Chairman's Bonus requirements are NOT prorated. The FBO needs to accomplish the 700 personal and non-Manager/150 NEW case credits during the remainder of the qualification period after achieving Manager level.

#### **Chairman's Bonus Manager (CBM) Level 2.**

- 11.3. In addition to the core requirements, the following must be achieved in the qualifying country, unless otherwise noted:
- (a) Accumulate 600 personal and non-Manager case credits during the incentive period after becoming a recognised Manager, the sum of which must include 100 NEW case credits. The NEW case credits may be generated and combined in any country. A maximum of 100 NEW case credits from outside the qualifying country can be counted. However, for purposes of calculating incentive shares, NEW case credits generated outside the qualifying country will not be counted.
  - (b) Other than the allowable NEW case credits, all personal and non-Manager case credits must be generated in the qualifying country.
  - (c) Develop three CBMs in any generation, each in separate downlines, in any participating country.
  - (d) A re-sponsored FBO counts towards all Level 2 requirements.
  - (e) If an FBO achieves Manager during the qualification period, the Chairman's Bonus requirements are NOT prorated. The FBO needs to accomplish the 600 personal and non-Manager/100 NEW case credits during the remainder of the qualification period after achieving Manager level.

#### **Chairman's Bonus Manager (CBM) Level 3.**

- 11.4. In addition to the core requirements, the following must be achieved in the qualifying country, unless otherwise noted:
- (a) Accumulate 500 personal and non-Manager case credits during the incentive period after becoming a recognised Manager, the sum of which must include 100 NEW case credits. The NEW case credits may be generated and combined in any country. A maximum of 100 NEW case credits from outside the qualifying country can be counted. However, for purposes of calculating incentive shares, NEW case credits generated outside the qualifying country will not be counted.
  - (b) Other than the allowable NEW case credits, all personal and non-Manager case credits must be generated in the qualifying country.
  - (c) Develop six CBMs in any generation, each in separate downlines, in any participating country.
  - (d) A re-sponsored FBO counts towards all Level 3 requirements.
  - (e) If an FBO achieves Manager during the qualification period, the Chairman's Bonus requirements are NOT prorated. The FBO needs to accomplish the 500 personal and non-Manager/100 NEW case credits during the remainder of the qualification period after achieving Manager level.

#### **Chairman's Bonus incentive calculation.**

- 11.5.
- (a) A global bonus pool will be determined and then allocated as follows:
    - (i) One half of the pool will be paid to those who qualify in Levels one, two and three.
    - (ii) One third of the pool will be paid to those who qualify in Levels two and three.
    - (iii) One sixth of the pool will be paid to those who qualify in Level three.
  - (b) The qualifying CBM will be awarded one incentive share for each of his/her total case credits generated in the qualifying country (but not including the NEW case credits generated outside of the qualifying country), plus the incentive shares generated by the first CBM in each of his/her sponsorship lines in any participating country.
  - (c) Each pool division will be divided by the grand total incentive shares of all CBMs who qualified for that pool division to determine the money factor for that division. This money factor will be multiplied by the incentive shares of each individual CBM to arrive at the payment amount of the incentive.
  - (d) When an FBO combines new non-Manager case credits from various countries, those case credits may count for the overall non-Manager case credit requirement (700, 600, 500) in only one country. In all remaining countries in which the FBO desires to qualify, the overall non-Manager case credit requirement must be satisfied without counting the new non-Manager case credits that they used to qualify in the first country. For example,

if an FBO had a total of 200 new non-Manager case credits worldwide, and used 150 of them to qualify in the first country, they cannot use those 150 to count toward the overall non-Manager case credit requirement in the second country. However, they can use the remaining fifty new non-Manager case credits to count towards the overall non-Manager case credit requirement in the second country.

- (e) A Manager who is requalifying to receive leadership bonus (see 7.4 of the policy manual) will only be able to count case credits for the Chairman's Bonus after the three months of requalification have been completed. For example, if a Manager is requalifying for leadership bonus during December, January and February, the case credits for the Chairman's Bonus qualification will start to count effective on the 1st March. However, the Manager is considered active and leadership bonus-qualified during those months, hence allowing them to be eligible to participate in Chairman's Bonus.

#### Chairman's Bonus Global Rally Award.

11.6. Unless qualified for a 1.5K or higher Global Rally award, each CBM will be awarded a trip to the FLP Global Rally to be recognised and receive his/her bonus. This trip for two includes:

- (a) Airfare, lodging, meals for five days and four nights.
- (b) Spending allowance equivalent to \$250 USD provided on a Global Rally Card.

## 12. FLP Global Rally

- (a) An FBO can qualify for a trip for two to the FLP Global Rally, including airfare, lodging, meal and activity allowances, and spending cash, by accumulating 1,500 or more total case credits from 1st of January through 31st of December of each year. In order to receive the benefits of this incentive, the qualifying FBO must attend the training and motivational meetings of the first Global Rally after the qualifying period.
- (b) In order to achieve the 1,500 case credit and higher Global Rally awards, an FBO may combine case credits from all the countries where he/she has a group.
- (c) Non-Manager case credits generated during any month that an FBO is not active, and leadership case credits generated during any month that a Manager is not leadership bonus-qualified, will not count for the Global Rally awards. However, any active case credits generated by the FBO will count regardless of activity status.
- (d) An FBO qualifies by generating total case credits, and receives Global Rally awards, as outlined below. Each qualifying FBO will receive either meals provided by the Company or a meal allowance proportionate to his/her qualification. The FBO must attend the rally to receive the awards.
- (e) Chairman's Bonus Manager (under 1.5K):
  - (i) Airfare, lodging and meals for five days and four nights.
  - (ii) Spending allowance equivalent to \$250 USD deposited into his/her bank account.
- (f) 1,500 total case credits (1.5K):
  - (i) Airfare, lodging and meals for six days and five nights.
  - (ii) Spending allowance equivalent to \$500 USD deposited into his/her bank account.
- (g) 2,500 total case credits (2.5K):
  - (i) Airfare, lodging and meals for 6 days and 5 nights.
  - (ii) Spending allowance equivalent to \$1,200 USD deposited into his/her bank account.
- (h) 5,000 total case credits (5K):
  - (i) Airfare, lodging and meals for 6 days and 5 nights.
  - (ii) Spending allowance equivalent to \$2,200 USD deposited into his/her bank account.
  - (iii) Use of the VIP checkout in the rally shopping area.

(i) 7,500 total case credits (7.5K):

- (i) Airfare, lodging and meals for eight days and seven nights.
- (ii) Spending allowance equivalent to \$3,200 USD deposited into his/her bank account.
- (iii) Use of the VIP checkout in the rally shopping area.

(j) 10,000 total case credits (10K):

- (i) Airfare, lodging and meals for eight days and seven nights.
- (ii) Business Class flight accommodations to/from the rally.
- (iii) Spending allowance equivalent to \$3,200 USD deposited into his/her bank account.
- (iv) Use of the VIP checkout in the rally shopping area.

(k) 12,500 total case credits (12.5K):

- (i) Airfare, lodging and meals for eight days and seven nights.
- (ii) Business Class flight accommodations to/from the rally.
- (iii) Spending Allowance equivalent to \$12,700 USD deposited into his/her bank account.
- (iv) Use of the VIP checkout in the rally shopping area.

(l) 15,000 total case credits (15K)

- (i) Airfare, lodging and meals for eight days and seven nights.
- (ii) Business Class flight accommodations to/from the rally.
- (iii) Spending Allowance equivalent to \$20,200 USD deposited into his/her bank account.
- (iv) Use of the VIP checkout in the rally shopping area.

(m) 20,000 total case credits (20K) (first year)

- (i) Airfare, lodging and meals for eight days and seven nights.
- (ii) Business Class flight accommodations to/from the rally.
- (iii) An exclusive, custom designed experience; plus a Spending Allowance equivalent to \$20,200 USD deposited into his/her bank account.
- (iv) Use of the VIP checkout in the rally shopping area.

(n) 20,000 total case credits (20K) (subsequent years)

- (i) Airfare, lodging and meals for eight days and seven nights.
- (ii) Business Class flight accommodations to/from the rally.
- (iii) Spending Allowance equivalent to \$30,200 USD deposited into his/her bank account.
- (iv) Use of the VIP checkout in the rally shopping area.

## 13. Ordering Procedures

### Placing orders

- 13.1. Preferred Customers and FBOs order directly from the Company at discounted prices.
- 13.2. 'Stacking', i.e., the buying of product from the Company under another FBO's ID and 'bonus buying', i.e., buying in quantities which exceed the amount required to meet immediate sales needs, are prohibited, and evidence of such may result in loss of bonus, awards and revised qualifications in respect of incentive programmes, or termination of the FBO agreement. Orders for a product should not be placed until 75% of the FBO's stock of that product has been sold. Further, by placing a reorder for the same product, an FBO is certifying that he/she has used or sold 75% or more of the previous order.
- 13.3. Any FBO may order product and literature directly from any of the Company's Forever Centres, which are based at some area centres.
- 13.4. FBOs cannot purchase more than 25CC on their own ID in any single month without prior permission from Head Office. FBOs should keep accurate records of monthly sales, these records can be subject to inspection by the Company upon reasonable notice.
- 13.5. The Company will recognise orders placed at one of its Forever Centres in person only, or through the Head Office, by telephone, post, email, or via the Company's website at [www.foreverliving.com](http://www.foreverliving.com) (N.B. Ireland does not accept emailed orders or application forms).
- 13.6. If an FBO asks a third party to place and collect orders for them, it is the FBO's responsibility to obtain proof that the order has been correctly placed and collected. The Company's responsibility is to ensure that all orders received are allocated and fulfilled as they are presented.
- 13.7. The minimum value of any first order of product is £75 inclusive of VAT at the Preferred Customer price. There is no subsequent minimum order value for Preferred Customers. The minimum order value for FBOs at wholesale price is £50 inclusive of VAT.

### Paying for orders

- 13.8. All orders must be paid for at the time of ordering. The full value of the order must be covered by one payment method. The only acceptable methods of payment for such orders are:
- (a) Credit or charge cards (Visa, Mastercard, American Express) or,
- (b) Debit cards (Delta or Electron). The use of a credit or debit card belonging to a third party is not acceptable. Note: For internet orders, the only acceptable methods of payment are Visa, Mastercard or American Express.
- 13.9. Personal cheques and postal orders will NOT be accepted as payment for such orders.

- 13.10. All orders with appropriate payments must be received and processed by the Company by the close of the last business day of the applicable month to qualify for a bonus generated for that month. All FBOs are encouraged to place their order in sufficient time for any deadline to avoid disappointment. The Company will not be liable for any order that is received too late to be processed before close of business on the last qualifying day.
- 13.11. Any orders placed at a Forever Centre should be checked upon receipt and the Forever Centre supervisor notified immediately of any discrepancy or damage. Sales are considered final once the FBO has made or approved payment and left the Forever Centre. Where an order is received via courier, the Head Office should be notified within 24 hours of receipt if there are shortages or breakages.
- 13.12. Any orders placed at Forever Centres have to be collected within ninety days of the order being placed. The company accepts no responsibility for orders not collected within this period.
- 13.13. Each order must be paid for on or before collection by the FBO placing it, using his/her own funds and payment method.
- 13.14. In the unlikely event that a payment is not honoured, the Company reserves the right to pass on any and all additional expenses incurred, which includes a bank charge (currently £10/€15.00) for each unsatisfactory presentation of a cheque.
- 13.15. Any payments which have been declined or charged back by the card holder will result in any bonuses generated by orders being held at the discretion of the Company and reductions to the bonuses in subsequent months to the value of the uncleared payments and associated bank charges being made. Any balance owed after these deductions will be forwarded to the FBO as soon as is reasonable. case credits on these same orders will also be adjusted.
- 13.16. Where a payment for orders upon which bonuses have been paid is not rectified following a declined or charged back payment, the bonuses paid to the FBO's upline will be recovered at the earliest possible time by making a deduction from future bonus payments to the upline. case credits on these same orders will also be adjusted.

### Price and/or CC changes

- 13.17 The Company undertakes to give notice of at least one calendar month of impending price or CC changes. This notice will be published in the Company's monthly magazine (or via any other method the Company sees fit).
- 13.18. In the event of such changes, the Company will not exchange literature, except at the sole discretion of the Executive Committee.

## 14. Re-Sponsoring Policies

### 14.1.

- (a) An existing FBO can re-sponsor under a different sponsor provided that, during the preceding twelve months, he/she has:
- (i) Been an FBO, and
  - (ii) Not purchased or received any FLP products.
  - (iii) Not sponsored any other individuals into the FLP business.
- (b) If there is a second-named person on the re-sponsoring FBO Business, he/she will not be included as part of the re-sponsored FBO Business. Such second-named person (having fulfilled the requirements listed in paragraphs (a) and (b) of this section) is then eligible to re-sponsor under any FBO. If the second-named person wishes to re-sponsor under the first-named person of an FBO business that is not being re-sponsored, he/she may do so without having to fulfil the requirements listed in paragraphs (a) and (b) of this section.
- (c) If the spouse of a legally married FBO who is not being re-sponsored wishes to create his/her own Forever business, he/she must do so by sponsoring directly under his/her spouse or directly under the spouse's sponsor, without having to fulfill the requirements listed in paragraph 14.01 of this section.
- (d) A re-sponsored FBO begins again as a Preferred Customer under the new sponsor and loses any downline acquired to that point in all countries into which he/she was previously sponsored.
- (e) A re-sponsored Preferred Customer counts as a newly-sponsored Preferred Customer for all global incentives and promotions.
- (f) If the re-sponsoring FBO is a sponsored recognised Manager, and has any First-Generation Recognised Managers in his/her organisation, these Managers will be classified as inherited Managers in the newly appointed sponsor's first generation.
- (g) The re-sponsoring Sponsored Recognised Manager will continue to count toward his/her previous Sponsor's Manager pin level.

### 14.2.

- (a) If an FBO has different sponsors in countries which are subsequently combined into a single operating company, he/she may do either of the following:
- (i) Relinquish the Forever business and any existing downline in the country into which he/she last sponsored, provided that he/she has not purchased product or sponsored anyone within the last twelve months in that country. They must also retain the Forever business under the sponsor who is on his/her original application form. He/she will retain the current sales level attained in the Marketing Plan. The downline of

the relinquished business will move up to the next upline sponsor.

- (ii) Retain the separate Forever businesses; that of the original sponsor will be the primary in which he/she qualifies as active each month. Upon so qualifying, the secondary Forever business will receive an activity waiver.

## 15. International Sponsoring Policies

- (a) This policy affects all international sponsoring after 22 May 2002.
- (b) An FBO can be sponsored into a country outside his/her home country by following the procedure outlined below:
- (i) The FBO must contact the Head Office of his/her home country, or the country into which he/she wishes to sponsor, and request to be internationally-sponsored into the desired country.
  - (ii) The FBO's original ID number will be used in all countries into which he/she is internationally-sponsored.
  - (iii) The FBO's sponsor will be the person who appears as the sponsor on his/her very first application form accepted by FLP, except in the case of a re-sponsorship or a Preferred Customer six-month sponsor change.
  - (iv) The FBO will automatically start at the current attained sales level in all countries into which he/she is internationally-sponsored.
  - (v) When an FBO achieves a sales level with case credits from a single operating company, it becomes effective in that Company immediately upon qualification and is reflected in all other countries the following month. If the FBO achieves a sales level with case credits combined from multiple operating companies, it becomes effective in all countries on the 15th of the month following the qualification.
  - (vi) Upon achieving active status (4CC) in the home country, the FBO will be considered active in all other countries the following month, regardless of the sales level he/she has achieved.
  - (vii) If an FBO who has not yet achieved Manager in his/her Home Country is moved up to Manager level in a foreign country, and there is no downline FBO who achieves Manager during the same move up period, he/she must be Active during each month of the move up period in order to be a Recognised Manager.  
  
If, however, there is a downline FBO who achieves Manager during the same move up period, he/she must be Active during each month of the move up period, and have at least 25 Personal and Non-Manager Case Credits during the final Month of the move up period, either in the Home Country or in the country of move up, from FBOs in Downlines other than that of the Manager moving up in the same Month in order to be a Recognised Manager.
  - (viii) When an FBO changes residence to a different country, he/she must notify the old country of residence so that the address can be changed and a new home country assigned.
- (c) A Preferred Customer can be registered and assigned to the same FBO in multiple countries, however the Case Credits of his/her purchases cannot be combined from multiple countries for qualification for the 30% discount or to Opt-in as an FBO.

## 16. Prohibited Activities

- 16.1. The Executive Committee's decision to terminate a Forever business or to disallow, realign or adjust the personal discount, bonuses, case credits, compensation or any incentive awards for any FBO's involvement in activities or omissions that are not in conformance with Company policies or the Code of Professional Conduct shall be final. Intentional acts of omission and disregard for the Company policies by an FBO shall be severely dealt with and may include termination and legal action for damages.
- 16.2. Prohibited activities causing grounds for termination and liability for any damages caused by such acts include, but are not limited to, the following conduct:
- (a) **Fraudulent sponsoring.** An FBO is prohibited from sponsoring individuals without the knowledge of and execution of a Forever Business Owner application and agreement by such individuals, the fraudulent sponsoring of an individual as an FBO, or the sponsoring or attempted sponsoring of non-existent individuals as FBOs or customers ('phantoms') to qualify for commissions or bonuses.
  - (b) **Bonus-buying.** An FBO is prohibited from ordering more product than required to meet immediate sales needs, and additional products may be purchased only after 75% of that product's inventory has been sold, consumed or otherwise utilised. An FBO is prohibited from purchasing products or encouraging other FBOs to purchase products solely for the purpose of qualifying for bonuses, and from using any other mechanism by which strategic purchases are made to maximise commissions or bonuses when an FBO does not have a bona fide use for the products purchased. In order to ensure no inventory loading is occurring:
    - (i) Each FBO who orders product that was the subject of a prior order shall also be confirming and certifying to the Company that 75% of the prior order of that product has been sold or otherwise utilised. Each FBO should keep accurate records of monthly sales, these records can be subject to inspection by the Company upon reasonable notice. Such records will include reports reflecting inventory on hand at the end of the month.
    - (ii) The Company will be liberal in its application of the buy-back policy on termination of a Forever business, but FLP will not repurchase products or issue refunds on products certified as having been consumed or sold. Falsely representing the amount of product sold or consumed in order to advance in the Marketing Plan shall be grounds for termination.
    - (iii) To discourage the FBO from encouraging other FBOs to circumvent the inventory-loading prohibition, the Company will charge back to a terminated FBO's upline any bonuses paid on product returned from a terminating FBO.
  - (c) **Proxy purchasing.** An FBO is prohibited from purchasing product in any other than his/her own name.
  - (d) **Selling to another FBO.** In addition to retail activities, an FBO is prohibited from selling product to any FBO other than his/her personally-sponsored FBOs, but at not less than

30% discounted price. Any other sale to another FBO, either directly or indirectly, is a prohibited transaction for both the selling and the buying FBO. The equivalent Case Credit of such a prohibited sale shall not be allowed for purposes of meeting the Active requirement or qualification requirement for any other benefits within the Marketing Program. Resulting adjustments shall be made for this non-compliance.

- (e) An FBO is prohibited from engaging in activities that are prohibited in all sections of 17.1, 19.2, and 20 as set forth herein.
- (f) An FBO is prohibited from appearing in, being referenced in, or allowing the FBO's name or likeness to be featured or referenced in any promotional, recruiting or solicitation materials for another direct sales company.
- (g) An FBO is prohibited from any action or failure to act which evidences intentional disregard and gross negligence of Company policies or the Code of Professional Conduct.
- (h) **Selling in stores.**
- (i) Except as herein provided in this section below, an FBO is prohibited from permitting Company products to be sold or displayed in retail stores. However, exhibitions for a period of less than two weeks in a twelve-month period at the same venue are considered temporary and are therefore permitted after receiving written approval from Head Office.
- (ii) Permission for temporary venues will not be granted where an FBO working with other FBO's attempting to create a permanent or prolonged retail presence at a venue.
- (iii) 'Service-orientated' establishments, such as hairdressers, beauty salons, health clubs, etc., can be exceptions to the rule on retail outlets. However, the products being sold should be relevant to, or be used in connection with, the service provided. Clarification in respect of such outlets should be sought from Head Office. Where approved, such establishments will be allowed to display and sell products only within the section of their premises where the service is supplied (e.g. treatment room). However, exterior signs or window displays by such FBO to advertise the sale of Company products are prohibited.
- (iv) An FBO is prohibited from selling or marketing Forever brand products unless it is in its original packaging. However, products may be promoted and served in restaurants by the glass or portion.
- (i) **Using unauthorised literature.** The Company's prior written approval is required to use, produce or sell any sales aid or materials other than those provided by FLP.
- (i) An FBO is prohibited from promoting or selling any sales aids, training materials, websites or apps not provided by FLP, except to FBOs within his or her own downline. Such materials offered for sale to his or her downline must be approved by FLP and be sold at a reasonable price.
- (j) **Selling online.** An FBO is prohibited from transacting the sale of Forever products using any internet-based sales channel other than the Company-provided retail storefront at foreverliving.com or a Company-approved third party website. Permitting or facilitating

sales in this method may result in immediate termination of the agreement.

- (k) **Selling to others for resale.** An FBO is prohibited from selling FLP products to anyone for the purpose of resale or entrusting others to sell FLP products.
- (l) **Sponsoring an FBO into another company.** An FBO may belong to another network but they are not permitted to engage in such activities that involve the soliciting of any person, whom an FBO, or a person who has been an FBO within the previous twelve months, knows, or would reasonably have reason to know, is an FBO or customer of the Company, or to sell other products of any nature by or through another multi-level marketing plan. They are also not permitted to, in the opinion of the Company, attempt to build or establish a business that would cause a detrimental effect to, or be at the expense of, other FBOs, their customers, their group or the Company.
- (m) An FBO is prohibited from disparaging other FBOs, FLP's products/services, the marketing and compensation plan, or FLP's employees to other FBOs or third parties. Any questions, suggestions or comments regarding these issues should be directed in writing to FLP's corporate offices only.
- (n) **Making product claims.** FBOs may not make any representation, expressly or by implication, that Forever products can prevent, diagnose, treat or cure any disease or medical condition. Forever products that are intended to be ingested into the body are purely nutritional and/or nutritional supplements and are, therefore, regulated throughout the world as food. Forever products that are intended to be used on the body are regulated throughout the world as cosmetics. Forever does not produce or distribute any products that are to be considered or described as a medicine, treatment or cure.
- (o) **Making earnings claims.** FBOs may not make any representation, expressly or by implication, regarding the amount or level of income, including full-time or part-time income, that a prospective FBO can reasonably expect to earn. Implied representations of income that an FBO reasonably can expect to earn include, but are not limited to, representations and/or images used to show a dramatically-improved, luxurious or lavish lifestyle.
- (p) **Operating business by proxy.** A Forever business, and any resulting downline, created or operated by proxy, either intentionally or inadvertently, is prohibited, and shall be adjusted for compliance with Company policies and the Code of Professional Conduct by the Executive Committee.
- (q) **Exporting product.** An FBO is prohibited from exporting products for commercial use to a country where said products are not registered, formulated, or labeled in accordance with jurisdiction and law of the country where FBO is attempting to export said products.
- (r) **Exerting influence.** An FBO is prohibited from attempting in any manner to induce, coerce or persuade any other FBO to terminate his or her position, cease doing business or reduce his or her business-building activities for any reason.

(s) **Improper Conduct.** Forever shall have the exclusive right to terminate an FBO's distributorship, without notice, if he/she engages in conduct that, in Forever's reasonable judgment:

- (i) is contrary to the spirit of Forever;
- (ii) is unbecoming of a representative or FBO of Forever;
- (iii) is or could be harmful to the interests of Forever; or
- (iv) does or could bring Forever into disrepute.

Upon termination under this section(s), FBOs are forbidden from making derogatory or disparaging statements concerning Forever to any third party.

## 17. Company Policies

### 17.1.

- (a) The FBO's relationship with the Company is one of a contractual nature. Only adult individuals, 18 years or older, may contract with FLP to be an FBO:
  - (i) All FBOs are self-employed independent FBOs. They are not agents, representatives or employees of the Company. They are to conduct their business within their own time and by any means, method or manner of operation they may choose, provided they conform to all the agreed terms contained in the Company policies, English law and any other applicable regulations or codes of practice.
  - (ii) An FBO is independent and not an agent, legal representative or employee of the Company. As such he/she is solely responsible for all aspects of his/her business including all taxes, income tax, VAT, National Insurance contributions and any other fees or licences that are payable or required to conduct his/her business.
  - (iii) An FBO is responsible for all expenses incurred in running his/her business. As a self-employed business person, the FBO, except to the extent that it is contrary to the terms of the FBO agreement or current Company policies, may conduct his/her business as an independent Business Owner of Forever Living Products in the manner and at the time of his/her choosing and may carry out such other activities in addition to his/her Forever Living Products' activities as he/she considers appropriate.
- (b) An FBO is considered an independent contractor, and is required to conduct his/her business within the terms of the Forever business agreement, and in compliance with the Company policies and the Code of Professional Conduct that are applicable in the country in which he/she is conducting business.
- (c) If the spouse of a legally married Terminated FBO wishes to create his/her own Forever Business within one year of the date of termination, he/she must do so by sponsoring directly under the Terminated FBO's former sponsor. However, if joining a year or more after the Termination, the spouse may choose any FBO as his/her sponsor.
- (d) An FBO shall be held responsible to properly manage his/her Forever business, specifically, but not limited to, preventing family members from using information obtained through such Forever business to circumvent compliance of Company policies and the Code of Professional Conduct required or evolving from the Forever business of the FBO. An FBO's failure to properly manage his/her Forever business may result in termination.
- (e) In the event that the downlines of an FBO sponsor into a foreign country and the FBO has not previously been sponsored into that country, the FBO will be automatically sponsored into that foreign country and agrees to the prevailing policies and local laws of that foreign country and agrees to be bound by the dispute resolution policies set forth herein.
- (f) An FBO may not, under existing legislation, set up bank accounts in the name of Forever



Living Products, or by any other means 'pass themselves off' as Forever Living Products.

- (g) Independent FBOs must ensure that any supplier providing goods and/or services to them is informed that they are dealing with an independent FBO of Forever Living Products, and that the FBO is solely responsible for all payments of any goods/services supplied. All supplier invoices must be sent to the FBO's usual business address and not to the Company. Under no circumstances will the Company be responsible for any debt incurred or monies owed by an independent FBO to a supplier.

17.2. FLP agrees to sell the FBO product and pay volume bonuses as provided in the Company Marketing Plan, provided the FBO is not in violation of their contract with FLP.

17.3. An FBO may develop his/her own marketing techniques, so long as they are not in violation of any Company, governmental or legislative rules, regulations or statutes.

17.4. Any transfer other than by inheritance of a Forever Business, without prior Company approval, is prohibited and any such transfer shall be void. For the purpose of this provision, a change of beneficial interest of a trust-held Forever business shall be treated as a transfer, which requires written approval by the Company to be valid.

17.5. Except as herein provided, an FBO is prohibited from, directly or indirectly, changing sponsors. FLP will only consider the first valid application received by the Home Office. Subsequent applications shall be disallowed.

#### 17.6. Making changes:

- (a) When an FBO changes residence to a different country, he/she must notify the old country of residence so that the address can be changed and a new home country assigned.
- (b) Any changes to a joint FBO ID, such as change of name, bank details, address change can only be made by sending a letter to Head Office signed by the persons registered under that FBO ID.
- (c) FBOs are responsible for ensuring Head Office holds the correct details for correspondence and payments. The Company cannot be liable for any losses incurred through an FBO failing to update their details.

#### 17.7. Errors or questions

If an FBO has questions about or believes any errors have been made regarding the personal discount, bonuses, downline activity reports, charges, or changes, the FBO must notify FLP within sixty days of the date of the purported error or incident in question. FLP will not accept responsibility for any errors, omissions or problems not reported within sixty days.

#### 17.8. Voluntary termination:

- (a) If an FBO terminates their Forever Business within the first fourteen days of entering into it, or if the Company terminates it, they may receive a full refund. The FBO may only re-register after twelve months from the date of termination by completing a new FBO application form.
- (b) If an FBO terminates after fourteen days they may also return to the Company's Head

Office (at the Company's expense), within twenty-one days of termination of their appointment, any products which they have purchased from the Company within the previous twelve months prior to such termination.

If the products are returned in the condition in which they were supplied (except if the external packaging is damaged), the Company will give the FBO a full refund on the return of the products (less a 10% handling charge which will not be levied if the Company terminates the Forever business), and less if the returned products have deteriorated due to an act or default on the FBOs part; this will be an amount equal to the diminution in their value resulting from such deterioration (which will not be levied if the Company terminates the Forever business). If the product returned by a terminating FBO is greater than 1CC, all bonuses, new FBO profit and case credits received by the terminating FBO's upline for the products returned, may be deducted from the upline. If the case credits were used for any level move-ups of the FBO or upline, those move-ups may be re-calculated after deducting the case credits to determine if the move-ups should remain in force.

- (c) Any monies payable under the above provisions shall be paid upon return of the goods sold to the FBO to Head Office. It is the responsibility of the terminating FBO to return the products. Products must be returned to Head Office and not a Forever Centre. If such goods are already held by the Company at its Head Office, then the monies will be payable immediately.
- (d) If an FBO wishes to terminate their Forever business, they may do so at any time by giving fourteen days written notice to the Company at its Head Office. In the case of a joint Forever business, the written notice must be signed by both parties. The period of notice of the termination shall start to run from the day when such notice is posted by first class post to the Company at its Head Office. The effective date of termination is the date on which the Head Office approves and processes the termination request.
- (e) The terminating FBO forfeits the current sales level and all downlines, including those in foreign countries, established at the time. Following termination his/her downlines are transferred to his/her sponsor in the existing generation sequence. Once an FBO terminates, their spouse/partner (if applicable) is also considered terminated, regardless of whether or not the spouse/partner was the original signatory of the FBO application form or whether the spouse/partner was active in the Forever business.
- (f) An FBO who voluntarily terminates their Forever business may re-register after twelve months by completing a new FBO application form. The FBO would enter at the Preferred Customer level and will not have the previous downline organisation restored.
- (g) The Company reserves the right to reclaim from FBOs who terminate their Forever business, and all their affected upline, all bonuses and case credits received for the products returned. If the product returned by a terminating FBO was purchased at Preferred Customer price, the Preferred Customer profit will be deducted from the immediate upline sponsor and, if the product returned is greater than 1CC, all bonuses and case credits received by the terminating FBO's upline for the products returned will be deducted from the upline. If the case credits were used for any level move-ups of the FBO or upline, those move-ups may be re-calculated after deducting the case credits to determine if the move-ups should remain in force.

- (h) If a terminating FBO returns a Touch of Forever or any other combination pack, and it is missing some product, the refund and the deductions from the upline will be calculated as if the entire combination pack was returned, and then the wholesale or Preferred Customer value of the missing components will be deducted from the refund issued.
- (i) If the terminating FBO is a sponsored recognised Manager, and has any first-generation recognised Managers in his/her organisation, these Managers will be classed as inherited Manager to the newly appointed sponsor.
- (j) The Terminated Sponsored Recognised Manager will continue to count toward his/her previous sponsor's Manager pin level.

#### 17.9. Termination or suspension for cause

- (a) Termination means a severance of all domestic and international privileges and contractual rights available to an FBO, including the privilege to buy and distribute the products. The termination will result in the inability to qualify for bonuses, and severance of participation in all other benefit programmes sponsored by the Company.
- (b) A terminated FBO shall, upon demand by FLP, be liable to repay, return or compensate FLP for any benefit programmes, prizes, inventories, or bonuses received from FLP from and after the date of the activities causing such termination. After recouping any costs or damages resulting from the terminated FBO's conduct, forfeited bonuses, caused by such termination, shall be paid to the next qualifying FBO upline who is not in violation of any of the Company policies and the Code of Professional Conduct.
- (c) After twelve months, a terminated FBO may reapply subject to Home Office approval. Upon such approval the FBO will enter as a Preferred Customer, and will not have the previous downline organisation restored.
- (d) Suspension is a temporary status that prohibits an FBO from placing orders, receiving profit and bonus payments, and sponsoring other FBOs.
- (e) The profits and bonuses of a suspended FBO shall be held until the FBO is either reinstated or terminated. If reinstated, the withheld payments shall be paid to the FBO; otherwise they shall be disbursed in accordance to the Marketing Plan.
- (f) The Company reserves the right to terminate a Forever business by giving fourteen days' written notice. The period of notice of the termination shall start to run from the day when such notice is posted by first class post to the to the address on file at Head Office.
- (g) The Company reserves the right to terminate any Forever business as a result of conduct or actions by an FBO or his/her spouse that are consistently in violation of the Company policies and the Code of Professional Conduct. Where the Company or its staff become aware of such conduct, a written warning will be sent to the postal address/email address on file at Head Office, asking the FBO or his/her spouse to cease and desist from such conduct. If the FBO does not heed this warning and respond to Head Office with a written undertaking to cease and desist, then the Company reserves the right to terminate the Forever business agreement with immediate effect.
- (h) In cases of gross misconduct or actions that seriously violate the interests of the

Company or its FBOs, the Company reserves the right to terminate the Forever business immediately without any prior warning or notice.

- (j) If the terminated FBO is a sponsored recognised Manager, and has any First-Generation Recognised Manager in his/her organisation, these Managers will be classed as inherited Manager to the newly appointed sponsor.
- (k) The terminated Sponsored Recognised Manager will continue to count toward his/her previous sponsor's Manager pin level.

#### 17.10. Internet policies

- (a) **Selling products online.** Each FBO will be offered the opportunity to purchase a Company-approved FBO website, FLP360, or through [www.foreverknowledge.info](http://www.foreverknowledge.info) for marketing products online using a direct link to the Company's online shop at [www.foreverliving.com](http://www.foreverliving.com). This will allow the FBO to build a website for marketing, promoting, advertising, and selling products online. All retail online orders made through these websites will be processed by Forever, with the CC and profit going to that FBO. Any amendments or additions made to these websites must comply with Company policies and be approved by the Company. Online orders through this website will be fulfilled directly by the Company. This internet link is arranged so that the FLP pages will remain within the FBO's website. The guests virtually never leave the FBO's website. In order to maintain the integrity of FLP's brand name, product line and the FBO/customer relationship, an FBO is prohibited from selling any FLP brand products online through an independent website. E-commerce sales can only be made directly by or through a link to the official Company online shop at [www.foreverliving.com](http://www.foreverliving.com).
- (b) Sponsoring an FBO online via an electronic signature application or online form is prohibited outside of the direct application or link to the official Company website at [www.foreverliving.com](http://www.foreverliving.com) or [www.foreverknowledge.info](http://www.foreverknowledge.info).
- (c) Independent FBO websites marketing and promoting the products or business opportunity, without online sales or sponsoring, are permitted so long as they comply with, or are modified to, comply with Company policies and the Code of Professional Conduct.
- (d) An FBO may not use the name 'Forever Living Products' or any of its trademarks, trade names, product names, domain names (URL) or copy/use any Company materials from any source that may result in misleading or confusing the user into thinking the FBO's website is that of the Company or any of its official affiliates. FLP product names are strictly proprietary to the Company and cannot be used by any FBO as a sponsored link or for any other unauthorised use. An independent FBO website must clearly indicate that it represents an independent FBO who is not an agent of the Company or any of its worldwide affiliates.
- (e) The FBO must link any independent website(s) to the Company's official website created and maintained by the Company at [www.foreverliving.com](http://www.foreverliving.com).
- (f) All independent FBO websites must reflect and connect only to companies or products that carry the FLP label and be of good moral content.

- (g) Electronic advertising. Only independent FBO websites that have been approved by the Company, or are as part of an online banner or display ads that conform to the Company's advertising guidelines and have been approved by Company, will be allowed. All electronic advertising is subject to and controlled by the Company policies and Professional Code of Conduct relating to advertising and promotional guidelines.
- (h) All product-related online banners that are not Company-issued, display adverts or links to shops from third-party websites are not allowed. Company-issued banners are available via [www.foreverliving.com](http://www.foreverliving.com); no other wording may be added to or around the banner.
- (i) Websites and social media sites created by FBOs must clearly state that they, the individual, are an independent Forever Living Business Owner, who is self-employed and not an employee of Forever or any of its worldwide affiliates.

#### 17.11. Business Entity

- (a) An FBO is allowed, subject to specific conditions, to register a closely held business entity to hold his/her Forever Business. A closely held business entity shall be defined as a business entity held by the original primary FBO, or if required by law or approved by FLP, two shareholders, owners, members or trustees will be allowed who must be directly involved in the day-to-day operation of the business (hereinafter referred to as the "Business Entity"). In addition to compliance with all of FLP standard Forever Business requirements and FLP Company Policies, the individual FBO(s) will be required to execute a Forever Business Entity Agreement, which shall supplement, be incorporated and considered part of, the Forever Business Owner Agreement, outlining the additional terms and conditions under which the FBO agrees to operate as a Business Entity. The Forever Business Entity Agreement can be obtained in the 'Forms and Downloads' link available under My Business after signing in as an FBO at [foreverliving.com](http://foreverliving.com).
- (b) The FBO is solely responsible for seeking individual professional advice regarding the establishment of a business entity, its tax effects and any other contingent legal issues. FLP explicitly disavows any responsibility and liability pertaining to an FBO's decision to operate his/her Forever Business as a Business Entity. FLP does not represent nor shall give any tax, accounting or legal advice regarding assigning one's Forever Business to a Business Entity.
- (c) The Company shall not be liable for any loss of profit, indirect, direct, special or consequential damages, and for any other losses incurred or suffered by an FBO as a result of transferring one's Business Ownership from his/her individual name to a business entity.

## 18. Legal

### 18.1. Dispute resolution/waiver of jury trial

- (a) If a controversy or claim arising out of or relating to the FBO relationship or FLP products cannot be resolved by negotiations, the Company and FBO agree that in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, he/she will waive his/her respective rights to a trial by jury and settle the dispute by submitting the dispute to the American Arbitration Association (AAA) for binding arbitration in Maricopa County, Arizona, in accordance with the written procedures adopted by FLP for resolution of disputes in accordance with the written Dispute Resolution Policy currently in effect and available on the Company's website at [www.foreverliving.com](http://www.foreverliving.com). Maricopa County, Arizona shall be deemed the sole and exclusive place for jurisdiction and venue of any dispute between the company and the FBO, and if appropriate, under FLP's dispute resolution procedures, a court of competent jurisdiction located in the State of Arizona, Maricopa County. The Forever Business Owner application and agreement shall be governed in all respects by the laws of the State of Arizona.
- (b) Participating in the international sponsoring programme is a privilege that gives each FBO the chance to benefit from FLP's international network of companies. The international sponsoring programme is monitored from FLP's Home Office in Maricopa County, Arizona. An FBO participating in the international sponsoring programme agrees and consents that any disputes arising out of or relating to the FBO relationship or FLP products, involving any of the FLP affiliated companies, shall be resolved through binding arbitration in Maricopa County, Arizona, pursuant to [ForeverLiving.com](http://ForeverLiving.com) and Forever Living Products International, LLC's current dispute resolution policies as set forth above and stated on FLP's Company website at [www.foreverliving.com](http://www.foreverliving.com).
- (c) We always aim to reach a fair outcome without the need for formal dispute as detailed above; if you are unhappy with our decision following a complaint, then there are a number of government-approved and EU listed third-party 'Alternative Dispute Resolution' (ADR) providers that you may wish to contact. Forever Living Products (UK) Ltd is not obliged to, and does not agree to, have its consumers' complaints handled by ADR providers other than the Direct Selling Association (DSA). The DSA offer a dispute handling service which is specific to direct selling companies such as Forever Living Products (UK) Ltd (who are members of the DSA). For details of this, and of the DSA's Codes of Practice, contact the DSA on 01604 625 700 or visit their website at [www.dsa.org.uk](http://www.dsa.org.uk).

### 18.2. Testamentary transfers

- (a) The transfer or assignment of a Forever business is prohibited except in the event of death or legal separation or divorce.
- (b) If the Forever business is held in a business entity, the death of the primary shareholder will not remove the Forever business from the business entity so long as the ownership of the business entity remains in conformity with Company policies governing ownership of such business entity. The transfer will be recognised by the Company when a court

order or legal documents addressing the transfer are submitted to and approved by the Company.

- (c) Within six months following the date of the FBO's death, the surviving FBO, trustee or estate representative shall provide notification of such death to his/her domestic Home Office of FLP. Such notice is to include a certified copy of the death certificate, a certified copy of the Will or Grantor's Trust, or court order, authorising the transfer of the Forever business to a qualified successor. After six months from the date of death, FLP may remove the deceased FBO from the Forever business. Giving timely notification and providing the required documentation for a successor's interest will be required to prevent a suspension and/or termination of the Forever business. If based on valid reasons, a request for a reasonable extension of time to provide transfer documents may be submitted to the deceased FBO's FLP domestic Home Office prior to the end of the six-month period. FLP reserves the right to make payments to the joint survivor, beneficiary, trustee or legally authorised personal representative of the estate of a deceased FBO pending the timely submission of appropriate legal documentation.
- (d) The inheritable rights to a Forever business are limited and restricted as follows:
- (i) The heir must be a person who can qualify as an FBO. If said heir is already an FBO they must liaise with Head Office during the transfer proceedings.
  - (ii) Because the heir must be an adult individual, a trust or guardianship may have to be established for multiple heirs or minor children. In the event a trust is established, a copy must be placed on file with FLP. Its terms must clearly allow the trustee to act as an FBO. A guardian or a trustee of a testamentary trust must be appointed by the court of proper jurisdiction and receive specific approval to be the FBO on behalf of the minors.
  - (iii) A trustee or guardian shall retain the FBO status so long as the Forever Business Owner agreement is not violated, until the beneficiaries have attained the age of majority, and an heir accepts the responsibility of operating the Forever business with prior approval of the court.
  - (iv) A trustee, guardian, spouse or other representative-type FBO shall be responsible for the actions of the beneficiary, ward, or his/her spouse for purposes of following the policy terms of the Forever Business Owner agreement. A violation of Company policies and the Code of Professional Conduct by any of the above individuals may result in termination of the Forever business.
  - (v) The inheritable Forever business position within the Company Marketing Plan is limited to recognition at no higher than that of Manager. However, bonuses shall be paid at the same levels and requirements as held by the deceased. All sponsored Managers belonging to the Forever business will be reclassified as inherited Managers, who can subsequently qualify as a sponsored Manager as outlined in Section 5.04(e). Forever business positions below Manager shall be inherited at that level.

### 18.3. Transfers due to divorce

- (a) During a pending divorce or negotiation of a property settlement, FLP will continue to

disburse payments to the FBO as was done prior to the pending action.

- (b) In the event of divorce or a legal separation, a legally enforceable property settlement agreement may decree the Forever business be granted to one spouse or the other. The Forever business cannot, however, be partitioned. Only one adult individual will be entitled to retain the current downline of this Forever business. The other spouse may choose to establish their own Forever business at the same level of the Marketing Plan as established with the ex-spouse. Such other spouse must use the original sponsor. The other spouse's new Forever business shall be treated by the sponsor as inherited until re-qualified.

### 18.4. VAT

When retailing goods to a third party, a VAT receipt can only be provided if the FBO is VAT registered.

- 18.5. It is the FBO's responsibility to notify Head Office when he/she becomes VAT registered or if he/she is registered when joining the Company. An FBO will need to become VAT registered when the FBO's retail turnover and bonus income exceeds the VAT registration limit laid down by revenue and customs authorities. The FBO will notify the Company if he/she de-registers for VAT and indemnifies the Company against any loss which results from the FBO failing to do so.

- 18.6. Upon registering or, if applicable, upon joining the Company, the FBO should provide a copy of his/her VAT Registration Certificate to Head Office and commence invoicing the Company for VAT on his/her monthly bonus.

### 18.7. Insurance

The Company displays a Certificate of Public Liability Insurance at each location that is owned and operated by the Company. This includes Head Office (Longbridge Manor and Magheramorne House), the Distribution Centre and all Area Centres. This insurance provides cover in the event of a member of staff or a visitor suffering an accident at a Company site. It does not cover individual FBOs carrying out their business at other sites, such as customers' homes, exhibition halls, etc. The Company strongly recommends that FBOs maintain adequate public liability insurance.

- 18.8. All FBOs are responsible for ensuring that any vehicle used by them in the course of their business is sufficiently covered by their motor insurance policy. The Company cannot be held responsible for FBOs invalidating the conditions of their motor insurance policies by using their private vehicles to conduct their business.

### 18.9. Data protection

FBOs who collect and retain personal information relating to third parties must be aware of and comply with the laws of England, Ireland, Wales and Scotland and the General Data Protection Regulation concerning the processing of personal data. 'Personal data' means any information relating to an identified or identifiable natural person ('data subject');

An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online

identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

This applies to personal information:

- (a) held manually, for example in a filing cabinet and/or on a personal computer, for example on a database, and
- (b) from which such persons can be identified.

18.10. FBOs who process personal data must also consider whether they are required to notify the Office of the Information Commissioner of their data processing activities. Guidance can be found on the Information Commissioner's website: [www.ico.org.uk](http://www.ico.org.uk)

18.11. The Company, as Data Controller, has duly notified the Office of the Information Commissioner of the purposes of its data processing.

18.12. FBOs agree that the Company may retain and process all personal information given to the Company by the FBO for purposes including marketing, business creation and development, management reporting, bonuses payable and awards. The Company may record this information both manually and/or on a computer database and will be the Data Controller for this information.

18.13. The FBO agrees that the Company may disclose and transfer this personal information to his/her upline sponsor and to other members of the Company's group situated outside the European economic area for the purpose of the Company's business.

## 19. Restrictive Covenants

19.1. To the extent permitted by law, FLP, its directors, officers, shareholders, employees, assigns and agents (collectively referred to as "Associates") shall not be liable for, and the FBO releases FLP and its Associates from and waives all claims, any loss of profits, indirect, direct, special or consequential damages, or any other losses incurred or suffered by the FBO as a result of:

- (a) The FBO's breach of the Forever Business Owner agreement of FLP Company policies and the Code of Professional Conduct.
- (b) The promotion or operation of the FBO's Forever business and FBO's activities related to it.
- (c) The FBO's incorrect or wrong data or information provided to FLP or its Associates.
- (d) The FBO's failure to provide any information or data necessary for FLP to operate its business, including, without limitation, FBO's enrolment and acceptance into the FLP Marketing Plan and the payment of volume bonuses.
- (e) Transfers pursuant to death, legal separation or divorce of an FBO.
- (f) Each FBO agrees that the entire liability of FLP and its associates for any claim whatsoever related to the relationship of awareness including, but not limited to, any cause of action in contract, tort, or equity, shall not exceed, and shall be limited to, the amount of products the FBO has purchased from FLP that are in resaleable condition.

19.2. Limited license to use Company marks.

- (a) The name "Forever Living Products", symbols of FLP and other names as may be adopted by FLP including FLP product names are proprietary trade names and trademarks of the Company.
- (b) Each FBO is hereby licensed by FLP to use FLP's registered trademarks, service marks, and other marks (hereinafter collectively referred to as "Marks"), in conjunction with the performance of the FBO duties and obligations under the Forever Business Owner agreement and the corresponding policies and procedures. All Marks are and shall remain the exclusive property of "FLP". The Marks may only be used as authorised by the Forever Business Owner agreement and FLP's corresponding policies and procedures. The license granted herein shall be effective only as long as the FBO is in good standing and in full compliance with FLP's policies and procedures. However, it is prohibited for an FBO to claim any ownership of FLP's Marks (i.e. registering for a domain name using the name "FLP", "Forever Living", or any other FLP Mark in any way, shape or form) unless it has been approved in writing by FLP. These Marks are of great value to FLP and are supplied to each FBO for each FBO's use in an expressly authorised manner only.
- (c) Each FBO agrees not to use any written, printed, recorded or any other material in advertising, promoting or describing the product or FLP Marketing Plan which has not been copyrighted and supplied by FLP, unless such material has been submitted to FLP

and approved in writing before being disseminated, published or displayed.

- (d) FBOs may not alter any packaging, labels, or directions for use on any FLP Products, or recommend that a product be used in any way other than as indicated by the Company literature.

## 20. Confidential Information and Non-Disclosure Agreement

### 20.1

- (a) Downline reports and all other reports and genealogical information, including, but not limited to, downline sales organisation information and commission recap statements, are private, proprietary and confidential to FLP.
- (b) Every FBO who is provided with such information must treat it as private and confidential and take care to maintain its secrecy and refrain from making any use thereof for any purpose other than the management of his/her downline sales organisation.
- (c) An FBO may have access to private and confidential information which he/she acknowledges to be proprietary, highly sensitive and valuable to FLP's business and is being made to him/her solely and exclusively for the purposes of furthering the sale of FLP products and prospecting, training and sponsorship of third parties who may desire to become FBOs and to further build and promote his/her FLP business.
- (d) "Trade Secret" or "Confidential Information" shall also mean information, including a formula, pattern, compilation, programme, device, method, technique or process, that:
- (i) derives independent economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and
  - (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- (e) Whenever FLP makes information available to the FBO, it shall be for the sole purpose of conducting FLP business.
- (f) An FBO is prohibited from using, disclosing, duplicating or otherwise making any trade secret or confidential information available to anyone other than FBOs, without the prior written consent of FLP.
- (g) An FBO is prohibited from, directly or indirectly, using, capitalising upon, or exploiting any trade secret or confidential information for his/her own benefit, or for the benefit of anyone else, other than for the purpose of conducting his/her FLP business.
- (h) An FBO shall maintain the confidentiality and security of the trade secrets and confidential information in his/her possession and to protect against disclosure, misuse, misappropriation or any other action inconsistent with FLP's rights.
- (i) Further restrictive covenants. In consideration of FLP for the receipt of trade secret or confidential information, the FBO inherently agrees that for the term of the Forever business, the FBO shall not take or encourage any action, the purpose or effect of which would be to circumvent, breach, interfere with or diminish the value or benefit of FLP's

contractual relationships with any FBO. Without limiting the generality of the foregoing, for the term of the Forever business, the FBO agrees not to directly or indirectly, contact, solicit, persuade, enrol, sponsor or accept any FBO, FLP customer, or anyone who has been an FBO or customer for the last twelve months, into, or to encourage any such person in any way to promote opportunities in marketing programmes of any direct sales company other than FLP.

- (j) The agreements contained in the “Confidential Information” section of these policies shall remain forever and in perpetuity. The agreements contained in the “Further Restrictive Covenants” section of these policies shall remain in full force and effective during the term of the previously executed Forever Business Owner agreement between FLP and the FBO, and thereafter until one year from the latest receipt of any confidential information and termination of such Forever Business Owner agreement.

## 21. Warranty, Guarantee, Product Return and Buy-Backs

21.1. The following time periods shall apply except where modified by local law.

21.2. FLP warrants satisfaction and guarantees its products are free from defect and substantially conform to product specifications. For all FLP products, exclusive of literature and promotional products, this warranty and guarantee shall be for a period ending sixty days from date of purchase.

### Retail and Preferred Customers

21.3.

(a) Retail and Preferred Customers are guaranteed 100% product satisfaction. Within sixty days from the date of purchase (statutory rights are not affected by this enhancement), a retail/ Preferred Customer may:

(i) Obtain a new replacement for any defective product; or

(ii) Cancel the purchase, return the product, and obtain a full refund of the purchase price, excluding shipping.

(b) In all cases, proper notice, proof of purchase and timely return of the product is required to be given to the source of purchase. FLP reserves the right to reject repetitive returns.

(c) When FLP products are acquired by retail/Preferred Customers from or through the Company’s webstore, and subsequently returned for refund, the profit and bonus which was disbursed will be charged back to the FBO(s) who benefited from the sale, and the FBO who made the purchase may no longer be wholesale-qualified.

(d) When FLP products are acquired from or through an FBO, that FBO is the primary party responsible for customer satisfaction by exchanging the product or refunding the money. In the event there is a dispute, FLP will determine the facts and resolve the issue. If cash is disbursed by FLP, the same will be charged back to the FBO(s) who benefited from the product sale.

### Refund and buy-back procedure for the FBO

21.4. During the respective stated periods of warranty and guarantee, FLP will provide a new replacement of the same such product in exchange for a defective product or for one that has been returned to an FBO by a retail customer due to lack of satisfaction. Such replacement shall be subject to validation of presented proof of timely purchase. Such purchase must have been by the FBO returning the product. In addition, for replacements of products to an FBO for product returns by retail customers, a proof of sale to the retail customer, written proof of cancellation, a signed receipt for return of funds, and the return of product or empty containers, within 120 days of purchase from FLP, will be required. Repetitive returns of product by the same parties may be rejected.

21.5.

- (a) FLP shall buy back any unsold, saleable FLP product that has been purchased within the previous twelve months, from any FBO who terminates his/her Forever business. Such buy-back will be accomplished by the terminating FBO first giving written notice to FLP of intent to terminate their Forever business and foregoing all rights and privileges relating thereto. The terminating FBO must contact Head Office where collection of the products eligible for refund will be arranged.
- (b) If the product returned by a terminating FBO was purchased at Preferred Customer price, the Preferred Customer profit will be deducted from the FBO to whom it was paid. If the product returned is greater than 1CC, all bonuses and case credits received by the terminating FBO's upline (for the products returned) will be deducted from the upline. If the case credits were used for any level move-ups of the FBO or upline, those move-ups may be re-calculated after deducting the case credits to determine if the move-ups should remain in force.
- (c) If a terminating FBO returns any combination pack, and it is missing some product, the refund and the deductions from the upline will be calculated as if the entire combination pack was returned, and then the wholesale or Preferred Customer price of the missing components will be deducted from the refund issued.
- (d) After verification of the facts, the FBO will receive a refund from FLP in the amount equal to the FBO's cost of the products being returned, less the bonuses personally received, and the cost of handling, freight and any other appropriate set-offs (usually 10% of the value of products eligible for return).
- (e) After recouping any costs or damages resulting from the terminated FBO's adverse conduct, FLP will remove the FBO from the FLP Marketing Plan, and his/her entire downline organisation will move up directly to the terminating FBO's sponsor in the current generation sequence.

21.6. The buy-back rule is designed to impose upon the sponsor and the Company the obligation to ensure that the FBO is buying products wisely. The sponsor should make every effort to provide recommended guidelines to the FBO so that he/she purchases only as much product as is required to meet immediate sales needs. Products previously certified as having been sold, consumed or utilised shall not be subject to repurchase under the buy-back rule.

## 22. Code of Professional Conduct

- 22.1. **Integrity, respect, diligence.** We take great pride in not only on what we achieve, but how we achieve it. In fact, much of the Company's appeal to prospective new Business Owners is its well-deserved legacy of integrity, the respect we show to others and the diligence with which we build successful Forever businesses. As a Business Owner, we invite you to examine more closely your role in maintaining these core values and the underlying standards of conduct in a manner that will add to our legacy and ensure our long term mutual success. Failure to abide by the principles outlined in the Code of Professional Conduct may result in actions up to and including termination.
- 22.2 **Effort, sacrifice and dedication.** Forever Business Owners teach the principles of direct sales and network marketing to their teams, emphasising that, like any other worthy pursuit, it requires effort and sacrifice to be successful. The flexibility and financial freedom afforded by the Forever opportunity are earned by those who dedicate themselves to a routine of hard work over an extended period of time.
- 22.3. **FBOs are builders.** Forever Business Owners are builders. They build their individual retail businesses, their first line sponsored business and their multi-generational team. There is no place for tearing down, dismantling or discouraging others from building their respective businesses.
- 22.4. **No medical, lifestyle or income claims.** Forever Business Owners are truthful when prospecting by not making exaggerated claims about the Company, the capabilities of its products or the rewards available within its Marketing Plan whether in person or via social media. This includes medical claims and income projections of any kind.
- 22.5. **Loyalty.** Forever Business Owners are loyal to the Company, its staff and representatives, and fellow Business Owners at all times, avoiding gossip, criticism and internal 'politics'.
- 22.6. **Proud professional direct seller.** Forever Business Owners look and act the part of a proud professional direct seller and network marketer.
- 22.7. **Teach good networking principles.** Forever Business Owners teach their downline Business Owners and teams good principles of networking and personal conduct.
- 22.8. **Positive attitude.** Forever Business Owners display a positive attitude in both speech and behaviour, whether in person or via social media, to all Business Owners, in a spirit of co-operation and teamwork.
- 22.9. **Support fellow Business Owners.** Forever Business Owners are willing to help their own teams as well as give support to fellow Business Owners and their teams so that all benefit from a successful, vibrant, active local community of Business Owners.
- 22.10. **Compliance with Company policies, Code of Professional Conduct, DSA Code of Ethics.** Forever Business Owners are aware of and comply with all aspects of the Company policies, Code of Professional Conduct, and the DSA Code of Ethics.
- 22.11. **Participation in Company events.** Forever Business Owners at the Manager level attend a majority of Company events, and promote Company events to their team.



- 22.12. **Lead by example.** Forever Business Owners lead by example by sponsoring new frontline Business Owners, achieving monthly four case credits and striving to qualify as leadership managers and to achieve the Earned Incentive, Chairman's Bonus, Eagle Manager Retreat and Global Rally.
- 22.13. **Avoid excessive product purchasing.** Forever Business Owners encourage those they sponsor to carry product inventory appropriate to their needs for personal consumption and direct sales activity and to avoid excessive buying.
- 22.14. **Integrity in sponsoring.** Forever Business Owners insist that prospective Business Owners are sponsored under the Business Owner who introduced them to the Forever opportunity and refrain from sponsoring another Business Owner's prospect.
- 22.15. **Dealing with challenges, issues and problems.** Forever Business Owners deal with challenges, issues and problems personally and do not share them with Business Owners who are not personally involved, nor post them on social media. They use proper lines of communication for seeking answers or expressing concerns, beginning with their sponsor and moving upline or to the Company for further inquiry.
- 22.16. **Refrain from promoting non-Forever products or service.** Forever Business Owners refrain from promoting and/or selling any non-Forever product or service without prior written approval of the international Home Office.
- 22.17. **Excessive charges for meeting attendance.** Forever Business Owners refrain from promoting or hosting events, seminars, webinars, or meetings, regardless of venue or modality, within the Forever universe of FBOs where the charge for such activity exceeds the reasonable break-even costs of producing/conducting the activity. The purpose for all similar activities is to generate interest in, and income through, the Forever Marketing Plan.
- 22.18. **Meetings in Company facilities.** Forever Business Owners demonstrate their willingness to help fellow FBOs, regardless of sponsorship line, by inviting them and their guests to meetings conducted in Company facilities.
- 22.19. **Persuading FBOs to terminate.** Forever Business Owners refrain from, in any manner, inducing, coercing or persuading any other Business Owner or Preferred Customer to terminate his or her position, cease doing business or reduce his or her business building activities for any reason.
- 22.20. **Refunding customers.** Forever Business Owners provide the highest level of customer service and provide a refund to their customers in a timely manner when requested within sixty days of purchase.
- 22.21. **Advertising.** FBOs must familiarise themselves with the advertising guidelines set out in this section:
- The Company's products may not be offered for sale in mail order catalogues or on websites operated by third parties. FBOs wishing to create their own catalogue or website should ensure that they conform to Company policy.
  - FBOs must respect the customer's right to privacy and also their right to end any contact with the FBO. FBOs must never exploit their customers in any way.

- FBOs must act with integrity ensuring that they never use misleading, deceptive or unfair sales practices. No attributes may be ascribed to the products unless those attributes are set out in the Company's official literature.
  - All products must be described truthfully and accurately and any customer's questions must be answered clearly and honestly. Any information given relating to prices or any after-sale service must be clear and accurate.
  - FBOs must keep accurate records of monthly sales to their customers (we advise that the most effective way to do so is to issue receipts for all sales). These records must be made available to the Company for inspection upon request and upon being given reasonable notice.
  - When making any approach to a prospective customer, the FBO must immediately identify him/herself and explain the purpose of any approach made, the identity of the Company and the products sold.
  - If an FBO invites prospective FBOs or retail customers to a meeting, he/she should ensure that the invitation to that meeting specifies the purpose of the meeting and explains that those invited to the meeting are under no obligation to purchase anything. Invitees must be given details of a named contact person and telephone/fax number or email address of that person.
  - FBOs must be aware that products should only be used in ways recommended by the Company. If an FBO recommends a product for use that's not sanctioned by the Company, and this results in the customer seeking redress through litigation, the Company would not indemnify that FBO, i.e. they (the FBO) would be personally liable. FBOs are therefore advised against this practice.
  - Before taking any of our products please consult your doctor and advise all customers to do so as our products are not medicinal products.
  - An FBO has a duty of care not to make claims, suggest applications or dispense advice (medical or otherwise) for which they are not competent or authorised to do. The Company cannot accept liability for situations in which an FBO has made claims for the efficacy of products outside the statements published in customer literature printed by the Company.
- 22.22. **All advertisements must be legal, decent, honest, truthful and accurate.**
- It is a requirement of the Company's membership of the Direct Selling Association (DSA), that advertisements utilised by FBOs include the wording "Forever Living Products is a member of the Direct Selling Association", unless space is extremely limited.
  - FBOs are not to promote or endorse any of their own literature, sales tools or websites to any FBOs outside their own teams.
  - Advertising methods such as 'leaflet drops' can be expensive and time-consuming, and may not yield much response. FBOs should consider whether the time and effort of such methods is a worthwhile investment. Successful Forever Living Products Business Owners find that 'word of mouth' is the most fruitful means of building a retail business.

- (d) FBOs who decide to advertise must use Company-approved text and images. This applies to all advertising media including the internet.
- (e) Any FBO using advertising that has not been approved in writing by the Company will bear sole liability for any prosecution arising from their advertising. The Company has a number of approved advertisements that are available for FBOs to use, (free of charge). These are available from [www.foreverknowledge.info](http://www.foreverknowledge.info).
- (f) Exterior signs or window displays advertising the Company or its products will not be permitted at any location, excepting that window stickers in cars are permitted.
- (g) Forever Living Products (UK) Ltd has been awarded the Investor In People logo. This is for Head Office use only and must not be used by FBOs.

#### 22.23. Retailing.

- (a) Advertisements may include photographs of the products.
- (b) Company products are not medicinal products. It is illegal therefore to make any representation about Company products that includes medicinal claims. This means that Company products must not be presented as being suitable for treating or preventing disease in human beings or animals. E.g. "shown to be effective on arthritis" is not allowed. Company products must also not be presented as being capable of correcting or modifying normal physiological functions in human beings or animals. E.g. "increases metabolic rate" is not permitted.
- (c) Testimonials and newspaper quotations may not be used to advertise Company products if they contain medicinal claims, even though they do not refer explicitly to Company products. If testimonials make non-medicinal claims there must be sufficient evidence to support such claims.
- (d) The inclusion of 'disclaimers' such as "we make no claims", etc., does not change the requirements.
- (e) The content and suitability for publication of editorial articles are the sole responsibility of the editor of the publication in which they are to appear. The Company does not vet or approve such items. The Company will endeavour, within the availability of its resources, to provide information about products when asked. FBOs should be aware that if they offer any payment for the publication of editorials, they are effectively advertising and therefore the same rules apply as stated in this section.

#### 22.24. Recruiting new FBOs.

When advertising for new FBOs, FBOs must at all times:

- (a) Promote the opportunity as a business relationship with the Company and not as an offer of employment.
- (b) Refrain from making unrepresentative or exaggerated earnings claims.
- (c) Ensure that any earnings claims relate to actual earnings of an identifiable person and be capable of verification.
- (d) Ensure that they never imply that income claims are easily or quickly achievable and

state how the income is achieved for example through bonus payments and retail sales.

- (e) Refrain from using misleading, deceptive or unfair recruiting methods.
- (f) Never promote the business as an opportunity solely to recruit others. All presentations, advertisements, etc., must promote the business as one where FBOs sell products to customers.
- (g) Although it is permitted for FBOs to advertise for others to join their business, it is generally accepted that this is not the best way and FBOs should be aware that there are statutory controls on such advertising.

**WE RECOMMEND YOU OBTAIN AN AD PACK FOR MORE DETAILS.** These are available (free of charge) online at [foreverknowledge.info](http://foreverknowledge.info).

#### 22.25. Social media sites.

- (a) Promoting the products is permitted on social media sites such as, but not limited to, Facebook and Twitter. Any post about Forever and/or Forever products must be accurate, truthful and in accordance with the company values.
- (b) If advertising the business opportunity, it must comply with legal requirements, i.e. displays the statutory wealth warning.
- (c) Promotion of the products for any potential medicinal properties are prohibited. No medical claims should be made about the products on social media or any other adverts created to promote your business.
- (d) Nutritional health claims made about the products on social media should not be made unless in compliance of EU regulation for nutritional health claims (ec 1924/2006), and are already within Company-approved literature, i.e. the product brochure.
- (e) Posting non-compliant content from other sites/posts on to your own social media is still in breach of this policy, even if you are not the author/creator of the content.
- (f) Social media adverts/pages/posts must clearly identify you as a Forever Business Owner. Any page/post created must not mislead the user/customer into believing or giving the impression the page belongs to the company.
- (g) We do not authorise competitions run by FBOs in any media. If wanting to run a competition, you are personally responsible that the competition is run in accordance with relevant laws/regulations, in addition to any rules put in place by the site host.
- (h) Products are not to be sold on social media or any other third-party website using a buy-it-now or cart facility.
- (i) Any endorsement or reference to specific groups, companies or high-profile people using Forever's products must receive prior approval by Head Office.
- (j) Promotional activity of your business on social media must be in accordance with the rules of the site, in addition to all relevant laws/regulations and company policy.

- (k) It is the responsibility of the Forever Business Owner who creates any page promoting their business to ensure posts made by themselves and others are compliant.
- (l) If approached by any regulatory body regarding a post you have made on social media, all requests must be carried out on their demand in a timely manner without unreasonable delay.
- (m) Any communication received from Head Office which is not in the public domain whether that is verbally or in writing must not be shared on social media or by any other means without prior consent.
- (n) Failure to adhere to the Company policy and the Code of Professional Conduct when using social media could result in the suspension and/or termination of your Forever business.
- (o) Team pages are owned and administered by the creator/admin of the group. The rules of membership to the team page and any other conditions associated with membership are not part of this policy. Any disputes should be resolved within the team.



