

**This
Document
Contains
All
Compliance
Guides
And
Comp Plan**

Polaris Global Distributor Application

United States

Compliance Department

In accordance with the terms and conditions herein, I, _____ (print name), as of today, _____ (print date), hereby submit my Independent Distributor Application and Agreement to become and Independent Distributor, (hereinafter referred to as “Distributor” with Polaris Global Marketing, (hereinafter referred to as “Polaris” or “Company”); this agreement may be canceled without penalty within 10 days of the date of electronic signature; submission. Additionally, applicants who reside in Montana, who cancel within 15 days, will receive a refund of all consideration given to participate.

PART I. INDEPENDENT DISTRIBUTOR AGREEMENT

SECTION 1 Definitions:

- 1.1 The Distributor Agreement (“Agreement”) consists of (1) the Independent Distributor Application, including its Terms and Conditions (“Distributor Application”); (2) the Polaris Compliance Guide, A Statement of Policies and Procedures (“Compliance Guide”); (3) the Polaris Advantage Leading Edge Compensation (“Comp Plan”); and (4) subsequent amendments to any of the preceding documents.
- 1.2 Associate, Independent Distributor, and Distributor are terms used throughout the Agreement; all are used interchangeably to identify an authorized reseller of Polaris products and services; a person bound by this Agreement.
- 1.3 “Acceptance” shall be deemed to occur when Polaris first receives an application from a person who has decided to become an Associate.
- 1.4 “Breach”, “Default” and “Violation” mean an actual or alleged transgression or violation of any part of this Agreement.
- 1.5 “Cancel” or “Cancellation” means the expiration or termination of the Distribution Agreement between the Associate and Polaris; loss of the Associates business. Cancellation may be either voluntary or involuntary by either Polaris or an Associate, through non-renewal, inactivity or breach of this Agreement.
- 1.6 The “Definitions” section of Polaris’ Compliance Guide is incorporated as a part of these Terms and Conditions.
- 1.7 “Downline” or “sales organization” means the network of Independent Distributors who exist under another Distributor pursuant to the Agreement.
 - 1.7.1 “Downline” or any similar reference is only used for simplicity purposes. Associate understands that (a) Distributor does not have any owner-ship or possessory right, title or interest in any downline individual, entity, organization or in any materials generated by Polaris or created

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by Distributor or any other individual or entity to the extent that it consists, in whole or in part, of any information about Polaris downlines or any part of the Agreement (b) the sole property interest of an Associate with respect to downlines is the contractual right to receive compensations as set forth in the Agreement; and (c) that Polaris is the sole owner of any and all downline rights, titles, interests and materials.

1.8. "Eligibility": Distributors must be of legal age to enter into this agreement in the state or territory in which they reside; no one under 18 years of age may participate/enroll/apply. A person may only have interest in only one distributorship with the Company.

1.9. "Materials", "Promotional Materials" or "a Publication" means any publication created or adopted by Polaris that is made available to Distributors.

2.0. "Start-up Kit" includes a one month subscription to the online business manager service which includes access to the Polaris business manager system itself and also provides a replicated company website; purchase of this kit also includes an automatic recurring subscription to the online business manager subscription in the amount of 39.95USD per month.

SECTION 2. ELIGIBILITY. By submitting your Distributor Application, you warrant that you meet all of the eligibility requirements as described in section 1, 1.8..

SECTION 3. Term. The term of this Agreement is from the date of Polaris' reception of this Application until January 31st of the subsequent calendar year. This agreement is renewable annually in accordance with the Compliance Guide; if Distributor fails to renew its business pursuant to the Compliance Guide, or if this Agreement is canceled for any reason, Distributor will lose Distributor's rights as an Independent Distributor of Polaris. Polaris reserves the right to terminate all Independent Distribution Agreements upon a 30 day notice if the Company ceases business operations or if the Polaris assets are sold or transferred.

SECTION 4. Independent Contractor Status. Independent Distributor shall be an independent contractor and not an employee, agent, partner, or franchisee of Polaris. Polaris is not responsible for withholding, and will not withhold or deduct from Independent Distributor's bonuses and commissions, if any, FICA, or taxes of any kind. A form W-9 is required from all Independent Distributors entitled to any compensation from Polaris.

SECTION 5. Start-up Kit. No person is required to purchase Polaris products or services to become a distributor. However, to familiarize new distributors with Polaris products, services, sales techniques, sales aids, the purchase of a distributor Start-up Kit is required, where permitted by law; this kit is offered 'at cost' to the distributor. This kit includes a one month subscription to the online business manager service which includes access to the Polaris business manager system itself and also provides a replicated company website. By purchasing the start-up kit, you are subscribing to the automatic monthly recurring online business manager subscription which will be billed to the credit card on file; you authorize Polaris Global to debit the c.c. on file each month in the amount of 39.95 USD until canceled. You may cancel this subscription at any time; continued

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subscription of the online business manager is not a mandatory condition of this Agreement. Requests to cancel must be received by the Company in writing; subscriptions@myppgmail.com.

SECTION 6. Legal Provisions Relative to the Agreement.

6.1 Any promises, representations, offers, or other communications of anyone that precede the effective date of this Agreement and that are not contained in this Agreement are of no legal force and effect as to this Agreement.

6.2 The Agreement may be amended from time-to-time at the sole discretion of Polaris. Notification of each amendment shall be effective upon publication of that amendment in a Polaris publication.

SECTION 7. No Rights to Transfer or Delegate. Distributor does not have any right to transfer or assign any rights or delegate any duties under the Agreement without the prior written consent of Polaris. Any attempt to transfer or assign the Agreement without the express written consent of Polaris is totally ineffective and void.

SECTION 8. Publicity Rights. Polaris is authorized to use Associates name, photograph, personal story and/or likeness in advertising/promotional materials while this Agreement is in effect and for the six consecutive months immediately after its cancellation. Independent Distributor authorizes and agrees to these Publicity Rights as described herein and waives all claims for remuneration for such use.

SECTION 9. I understand that as a Polaris Independent Distributor:

9.1 I have the right, but am under no obligation, to purchase and resell Polaris products and services in accordance with the Agreement.

9.2 I have the right to enroll persons as Independent Distributors of Polaris products in accordance with the agreement.

9.3 I have an obligation to train and motivate the Independent Distributors in my downline marketing organization.

9.4 I have an obligation to comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.

9.5 I have an obligation to perform my obligations as an Independent Distributor with honesty and integrity in accordance with the Compliance Guide.

SECTION 10. GOVERNING LAW; RESOLUTION OF DISPUTES:

10.1 The interpretation and enforcement of this agreement is governed by and shall be construed and interpreted in accordance with the laws of Arizona, without giving effect to conflicts of law principles.

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10.2 Except as provided for in 8, 8.3 of the Compliance Guide, all disputes between the parties that in any way are connected to or that arise out of this Agreement, shall be resolved by arbitration only as is more fully set out in the Policies and Procedures. Unless both parties agree otherwise, arbitration shall be conducted only by and before the American Arbitration Association (the 'AAA'), and only in Phoenix, Arizona, pursuant to its Commercial Arbitration Rules.

10.3 If either party to this Agreement believes that it will suffer irreparable damage as a result of the actions of the other party, it may seek injunctive relief, but only injunctive relief in any state or federal court by complying with the injunctive proceeding provisions in the Compliance Guide:

10.4 In the event that a dispute arises between the parties relating to either the terms of this agreement or the parties' relationship in general, either party may serve notice that it desires to have the dispute mediated by a mediator selected in accordance with the procedures of the American Arbitration Association, or as agreed by the Parties to the dispute. Once elected, the parties must allow a minimum of sixty (60) days to resolve the dispute through mediation. If the dispute is not resolved through mediation, then it shall be submitted to final and binding arbitration by a committee of arbitrators (one appointed by Company, one appointed by distributor and one appointed by two so appointed). The arbitrators will abide by the rules of the American Arbitration Association and judgment may be obtained on the award in any court of competent jurisdiction. Any mediation and arbitration will be conducted in Phoenix, Arizona. The parties hereby knowingly, voluntarily and irrevocably waive their right to trial by jury and agreed that if the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular dispute, then such dispute shall be decided solely by a judge, without the use of a jury, sitting in a court of competent jurisdiction in Phoenix, Arizona.

SECTION 11. Miscellaneous.

11.1 A faxed or scanned e-mail copy of this Agreement shall be treated as an original in all respects.

11.2 I specifically authorize Polaris to communicate with me by electronic mail (e-mail) for any business related purpose, including formal notices pursuant to the Agreement, at the email address I have entered on my online enrollment application.

By signing this Application, I agree to the Terms and Conditions and the Policies and Procedures as set forth herein. I represent that I have had full opportunity (a) to read the Independent Distribution Agreement, inclusive of the Distributor Application, Polaris Advantage Leading Edge Compensation Plan and Polaris Global Compliance Guide, a statement of Policies and Procedures,

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and agree to all Terms and Conditions of these documents set forth as the Distributor Agreement, (b) to obtain guidance or advice of my own legal counsel, and (c) to communicate with Polaris Global Corporate, directly, concerning any comments or questions about my understanding of this Agreement.

Applicant Name: _____

Applicant Signature: _____

Date: _____

Co-Applicant Name: _____

Co-Applicant Signature: _____

Date: _____

Polaris Global Marketing, LLC

Shane Krider, President, Polaris Global LLC (No Signature Needed)

POLARIS GLOBAL DISTRIBUTOR APPLICATION

UK and Europe

Polaris Global Compliance Department

In accordance with the terms and conditions herein, I, _____ (print name(s)), as of today, _____ (print date), hereby submit my Independent Distributor Application and Agreement to become and Independent Distributor, (hereinafter referred to as “Distributor” with Polaris Global Marketing, (hereinafter referred to as “Polaris” or “Company”); this agreement may be canceled without penalty within 10 days of the date of electronic signature; submission.

Residents of the UK acknowledge and agree that they will not purchase more than £200, the maximum amount that the Company, sponsor or any other person already in the plan can accept from a new joiner, during the first 7 days from the date of this Application and Agreement; this includes the starter kit.

PART I. INDEPENDENT DISTRIBUTOR AGREEMENT

SECTION 1 Definitions:

- 1.1 The Distributor Agreement (“Agreement”) consists of (1) the Independent Distributor Application, including its Terms and Conditions (“Distributor Application”); (2) the Polaris Compliance Guide, A Statement of Policies and Procedures (“Compliance Guide”); (3) the Polaris Advantage Leading Edge Compensation (“Comp Plan”); and (4) subsequent amendments to any of the preceding documents.
- 1.2 Associate, Independent Distributor, and Distributor are terms used throughout the Agreement; all are used interchangeably to identify an authorized reseller of Polaris products and services; a person bound by this Agreement.
- 1.3 “Acceptance” shall be deemed to occur when Polaris first receives an application from a person who has decided to become an Associate.
- 1.4 “Breach”, “Default” and “Violation” mean an actual or alleged transgression or violation of any part of this Agreement.
- 1.5 “Cancel” or “Cancellation” means the expiration or termination of the Distribution Agreement between the Associate and Polaris; loss of the Associates business. Cancellation may be either voluntary or involuntary by either Polaris or an Associate, through non-renewal, inactivity or breach of this Agreement.
- 1.6 The “Definitions” section of Polaris’ Compliance Guide is incorporated as a part of these Terms and Conditions.

POLARIS GLOBAL DISTRIBUTOR APPLICATION

UK and Europe

Polaris Global Compliance Department

1.7 “Downline” or “sales organisation” means the network of Independent Distributors who exist under another Associate pursuant to the Agreement.

1.7.1 “Downline” or any similar reference is only used for simplicity purposes. Associate understands that (a) Distributor does not have any ownership or possessory right, title or interest in any downline individual, entity, organisation or in any materials generated by Polaris or created by Distributor or any other individual or entity to the extent that it consists, in whole or in part, of any information about Polaris downlines or any part of the Agreement (b) the sole property interest of an Associate with respect to downlines is the contractual right to receive compensations as set forth in the Agreement; and (c) that Polaris is the sole owner of any and all downline rights, titles, interests and materials.

1.8. “Eligibility”: Distributors must be of legal age to enter into this agreement in the state or territory in which they reside; no one under 18 years of age may participate/enroll/apply. A person may only have interest in only one distributorship with the Company.

1.9 “Materials”, “Promotional Materials” or “a Publication” means any publication created or adopted by Polaris that is made available to Distributors.

2.0 “Sponsor” is a distributor who personally recruits another distributor and places the new distributor in his or her downline. The Enroller of a new distributor may also be the new distributor’s Sponsor.

2.1 “Start-up Kit” includes a one month subscription to the online business manager service which includes access to the Polaris business manager system itself and also provides a replicated company website; purchase of this kit also includes an automatic recurring subscription to the online business manager subscription in the amount of 39.95USD per month.

2.1 The “£200 / 7 day rule” applies to applicants who reside in the UK who sign up to participate in Polaris’ compensation plan (e.g. distributors). The maximum amount that the company or a sponsor or any other person already in the plan can accept from a new joiner during the first 7 days from the time that the new joiner signs up is £200; inclusive of any starter-up kit, training materials, products, etc.

SECTION 2. ELIGIBILITY. By submitting your Distributor Application, you warrant that you meet all of the eligibility requirements as described in section 1, 1.8..

SECTION 3. Term. The term of this Agreement is from the date of Polaris’ reception of this Application until January 31st of the subsequent calendar year of enrollment. This agreement is renewable annually in accordance with the Compliance Guide; if Distributor fails to renew its

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UK and Europe

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business pursuant to the Compliance Guide, or if this Agreement is canceled for any reason, Distributor will lose Distributor's rights as an Independent Distributor of Polaris. Polaris reserves the right to terminate all Independent Distribution Agreements upon a 30 day notice if the Company ceases business operations or if the Polaris assets are sold or transferred.

SECTION 4. Independent Contractor Status. Independent Distributor shall be an independent contractor and not an employee, agent, partner, or franchisee of Polaris. Polaris is not responsible for withholding, and will not withhold or deduct from Independent Distributor's bonuses and commissions, if any, FICA, or taxes of any kind. A form W-9 is required from all Independent Distributors entitled to any compensation from Polaris.

SECTION 5. Start-up Kit. No person is required to purchase Polaris products or services to become a distributor. However, to familiarise new distributors with Polaris products, services, sales techniques, sales aids, the purchase of a distributor Start-up Kit is required, where permitted by law*; this kit is offered 'at cost' to the distributor. This kit includes a one month subscription to the online business manager service which includes access to the Polaris business manager system itself and also provides a replicated company website. By purchasing the start-up kit, you are subscribing to the automatic monthly recurring online business manager subscription which will be billed to the credit card on file; you authorise Polaris Global to debit the c.c. on file each month in the amount of 39.95 USD until canceled. You may cancel this subscription at any time; continued subscription of the online business manager is not mandatory nor a condition of this Agreement. Requests to cancel must be received by the Company in writing; subscriptions@myppgmail.com.

SECTION 6. Legal Provisions Relative to the Agreement.

6.1 Any promises, representations, offers, or other communications of anyone that precede the effective date of this Agreement and that are not contained in this Agreement are of no legal force and effect as to this Agreement.

6.2 The Agreement may be amended from time-to-time at the sole discretion of Polaris. Notification of each amendment shall be effective upon publication of that amendment in a Polaris publication.

SECTION 7. No Rights to Transfer or Delegate. Distributor does not have any right to transfer or assign any rights or delegate any duties under the Agreement without the prior written consent of Polaris. Any attempt to transfer or assign the Agreement without the express written consent of Polaris is totally ineffective and void.

POLARIS GLOBAL DISTRIBUTOR APPLICATION

UK and Europe

Polaris Global Compliance Department

SECTION 8. Publicity Rights. Polaris is authorised to use Associates name, photograph, personal story and/or likeness in advertising/promotional materials while this Agreement is in effect and for the six consecutive months immediately after its cancellation. Independent Distributor authorises and agrees to these Publicity Rights as described herein and waives all claims for remuneration for such use.

SECTION 9. I understand that as a Polaris Independent Distributor:

9.1 I have the right, but am under no obligation, to purchase and resell Polaris products and services in accordance with the Agreement.

9.2 I have the right to enroll persons as Independent Distributors of Polaris products in accordance with the agreement.

9.3 I have an obligation to train and motivate the Independent Distributors in my downline marketing organisation.

9.4 I have an obligation to comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.

9.5 I have an obligation to perform my obligations as an Independent Distributor with honesty and integrity in accordance with the Agreement.

SECTION 10. GOVERNING LAW; RESOLUTION OF DISPUTES:

10.1 The interpretation and enforcement of this agreement is governed by and shall be construed and interpreted in accordance with the laws of Arizona, without giving effect to conflicts of law principles.

10.2 Except as provided for in 8, 8.3 of the Compliance Guide, all disputes between the parties that in any way are connected to or that arise out of this Agreement, shall be resolved by arbitration only as is more fully set out in the Policies and Procedures. Unless both parties agree otherwise, arbitration shall be conducted only by and before the American Arbitration Association (the 'AAA'), and only in Phoenix, Arizona, pursuant to its Commercial Arbitration Rules.

10.3 If either party to this Agreement believes that it will suffer irreparable damage as a result of the actions of the other party, it may seek injunctive relief, but only injunctive relief in any state or federal court by complying with the injunctive proceeding provisions in the Compliance Guide:

POLARIS GLOBAL DISTRIBUTOR APPLICATION

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10.4 In the event that a dispute arises between the parties relating to either the terms of this agreement or the parties' relationship in general, either party may serve notice that it desires to have the dispute mediated by a mediator selected in accordance with the procedures of the American Arbitration Association, or as agreed by the Parties to the dispute. Once elected, the parties must allow a minimum of sixty (60) days to resolve the dispute through mediation. If the dispute is not resolved through mediation, then it shall be submitted to final and binding arbitration by a committee of arbitrators (one appointed by Company, one appointed by distributor and one appointed by two so appointed). The arbitrators will abide by the rules of the American Arbitration Association and judgment may be obtained on the award in any court of competent jurisdiction. Any mediation and arbitration will be conducted in Phoenix, Arizona. The parties hereby knowingly, voluntarily and irrevocably waive their right to trial by jury and agreed that if the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular dispute, then such dispute shall be decided solely by a judge, without the use of a jury, sitting in a court of competent jurisdiction in Phoenix, Arizona.

SECTION 11. Miscellaneous.

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11.2 I specifically authorise Polaris to communicate with me by electronic mail (e-mail) for any business related purpose, including formal notices pursuant to the Agreement, at the email address I have entered on my online enrollment application.

11.3 The "£200 / 7 day rule" does not apply to sales to retail customers, whether solicited or unsolicited. The rule only applies to sales to people who sign up to participate in your compensation plan (e.g. distributors). For distributors, the rule does not just apply to product sales - £200 is the maximum amount that the company or a sponsor or any other person already in the plan can accept from a new joiner during the first 7 days from the time that the new joiner signs up, so that includes any joining fee, starter kit, training materials, samples etc.

**Residents of France are not required to purchase a start-up kit to participate.*

POLARIS GLOBAL DISTRIBUTOR APPLICATION

UK and Europe

Polaris Global Compliance Department

By signing this Application, I agree to the Terms and Conditions and the Policies and Procedures as set forth herein. I represent that I have had full opportunity (a) to read the Independent Distribution Agreement inclusive of the Distributor Application, Polaris Advantage Leading Edge Compensation Plan and Polaris Global Compliance Guide, a statement of Policies and Procedures, and agree to all of the Terms and Conditions of these documents as set forth as the Distributor Agreement, (b) to obtain guidance or advice of my own legal counsel, and (c) to communicate with Polaris Global Corporate, directly, concerning any comments or questions about my understanding of this Agreement.

Applicant Name: _____

Applicant Signature: _____

Date: _____

Co-Applicant Name: _____

Co-Applicant Signature: _____

Date: _____

Polaris Global Marketing, LLC

Shane Krider, President, Polaris Global LLC (No Signature Needed)

Polaris Global Distributor Application

Australia and New Zealand

Polaris Global Compliance Department

In accordance with the terms and conditions herein, I, _____ (print name), as of today, _____ (print date), hereby submit my Independent Distributor Application and Agreement to become and Independent Distributor, (hereinafter referred to as “Distributor” with Polaris Global Marketing, (hereinafter referred to as “Polaris” or “Company”); this agreement may be canceled without penalty within 10 days of the date of electronic signature; submission.

PART I. INDEPENDENT DISTRIBUTOR AGREEMENT

SECTION 1 Definitions:

- 1.1 The Distributor Agreement (“Agreement”) consists of (1) the Independent Distributor Application, including its Terms and Conditions (“Distributor Application”); (2) the Polaris Compliance Guide, A Statement of Policies and Procedures (“Compliance Guide”); (3) the Polaris Advantage Leading Edge Compensation (“Comp Plan”); and (4) subsequent amendments to any of the preceding documents.
- 1.2 Associate, Independent Distributor, and Distributor are terms used throughout the Agreement; all are used interchangeably to identify an authorised reseller of Polaris products and services; a person bound by this Agreement.
- 1.3 “Acceptance” shall be deemed to occur when Polaris first receives an application from a person who has decided to become an Associate.
- 1.4 “Breach”, “Default” and “Violation” mean an actual or alleged transgression or violation of any part of this Agreement.
- 1.5 “Cancel” or “Cancellation” means the expiration or termination of the Distribution Agreement between the Associate and Polaris; loss of the Associates business. Cancellation may be either voluntary or involuntary by either Polaris or an Associate, through non-renewal, inactivity or breach of this Agreement.
- 1.6 The “Definitions” section of Polaris’ Compliance Guide is incorporated as a part of these Terms and Conditions.
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 - 1.7.1 “Downline” or any similar reference is only used for simplicity purposes. Associate understands that (a) Distributor does not have any owner-ship or possessory right, title or interest in any downline individual, entity, organisation or in any materials generated by Polaris or created

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as set forth in the Agreement; and (c) that Polaris is the sole owner of any and all downline rights, titles, interests and materials.

1.8. "Eligibility": Distributors must be of legal age to enter into this agreement in the state or territory in which they reside; no one under 18 years of age may participate/enroll/apply. A person may only have interest in only one distributorship with the Company.

1.9 "Materials", "Promotional Materials" or "a Publication" means any publication created or adopted by Polaris that is made available to Distributors.

2.0 "Start-up Kit" includes a one month subscription to the online business manager service which includes access to the Polaris business manager system itself and also provides a replicated company website; purchase of this kit also includes an automatic recurring subscription to the online business manager subscription in the amount of 39.95USD per month.

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SECTION 3. Term. The term of this Agreement is from the date of Polaris' reception of this Application until January 31st of the subsequent calendar year. This agreement is renewable annually in accordance with the Compliance Guide; if Distributor fails to renew its business pursuant to the Compliance Guide, or if this Agreement is canceled for any reason, Distributor will lose Distributor's rights as an Independent Distributor of Polaris. Polaris reserves the right to terminate all Independent Distribution Agreements upon a 30 day notice if the Company ceases business operations or if the Polaris assets are sold or transferred.

SECTION 4. Independent Contractor Status. Independent Distributor shall be an independent contractor and not an employee, agent, partner, or franchisee of Polaris. Polaris is not responsible for withholding, and will not withhold or deduct from Independent Distributor's bonuses and commissions, if any, FICA, or taxes of any kind. A form W-9 is required from all Independent Distributors entitled to any compensation from Polaris.

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6.2 The Agreement may be amended from time-to-time at the sole discretion of Polaris. Notification of each amendment shall be effective upon publication of that amendment in a Polaris publication.

SECTION 7. No Rights to Transfer or Delegate. Distributor does not have any right to transfer or assign any rights or delegate any duties under the Agreement without the prior written consent of Polaris. Any attempt to transfer or assign the Agreement without the express written consent of Polaris is totally ineffective and void.

SECTION 8. Publicity Rights. Polaris is authorised to use Associates name, photograph, personal story and/or likeness in advertising/promotional materials while this Agreement is in effect and for the six consecutive months immediately after its cancellation. Independent Distributor authorises and agrees to these Publicity Rights as described herein and waives all claims for remuneration for such use.

SECTION 9. I understand that as a Polaris Independent Distributor:

9.1 I have the right, but am under no obligation, to purchase and resell Polaris products and services in accordance with the Agreement.

9.2 I have the right to enroll persons as Independent Distributors of Polaris products in accordance with the agreement.

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9.3 I have an obligation to train and motivate the Independent Distributors in my downline marketing organisation.

9.4 I have an obligation to comply with all federal, state, county and municipal laws, ordinances, rules, and regulations, and shall make all reports and remit all withholdings or other deductions as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.

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10.3 If either party to this Agreement believes that it will suffer irreparable damage as a result of the actions of the other party, it may seek injunctive relief, but only injunctive relief in any state or federal court by complying with the injunctive proceeding provisions in the Compliance Guide:

10.4 In the event that a dispute arises between the parties relating to either the terms of this agreement or the parties' relationship in general, either party may serve notice that it desires to have the dispute mediated by a mediator selected in accordance with the procedures of the American Arbitration Association, or as agreed by the Parties to the dispute. Once elected, the parties must allow a minimum of sixty (60) days to resolve the dispute through mediation. If the dispute is not resolved through mediation, then it shall be submitted to final and binding arbitration by a committee of arbitrators (one appointed by Company, one appointed by distributor and one appointed by two so appointed). The arbitrators will abide by the rules of the American Arbitration Association and judgment may be obtained on the award in any court of competent jurisdiction. Any mediation and arbitration will be conducted in Phoenix, Arizona. The parties hereby knowingly, voluntarily and irrevocably waive their right to trial by jury and agreed that if the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular dispute, then such dispute shall be decided solely by a judge, without the use of a jury, sitting in a court of competent jurisdiction in Phoenix, Arizona.

Polaris Global Distributor Application

Australia and New Zealand

Polaris Global Compliance Department

SECTION 11. Miscellaneous.

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Applicant Name: _____

Applicant Signature: _____

Date: _____

Co-Applicant Name: _____

Co-Applicant Signature: _____

Date: _____

Polaris Global Marketing, LLC

Shane Krider, President, Polaris Global LLC (No Signature Needed)

Know Your Advantage



Leading Edge » Safe Harbor » Master of Destinies

COMPLIANCE GUIDE UNITED STATES; A
STATEMENT OF POLICIES AND PROCEDURE

Polaris Global™ Compliance Guide

A STATEMENT OF POLICIES & PROCEDURES

United States

Compliance Department

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DEFINITIONS

1. INTRODUCTION

1.1 POLICIES INCORPORATED INTO DISTRIBUTOR APPLICATION AND AGREEMENT

These Policies and Procedures (hereafter “Policies”), in their present form and as amended at the sole discretion of Polaris Global (hereafter “Polaris” or the “Company”) with whom the distributor entered into the Polaris Global Distributor Application and Agreement (hereafter “Distributor Agreement”), are incorporated into, and form an integral part of, the Distributor Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Distributor Agreement, these Policies, and the Polaris Advantage Leading Edge Compensation Plan (hereafter “Compensation Plan”). These documents are incorporated by reference into the Distributor Agreement (all in their current form and as amended by Polaris). It is the responsibility of each distributor to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring/enrolling a new distributor, it is the responsibility of the sponsoring/enrolling distributor to provide the most current version of these Policies to the applicant prior to his or her execution of the Distributor Agreement.

1.2 PURPOSE OF POLICIES

Polaris has developed the following guidelines to assist in the success of the Company and its Independent Distributors. These Policies will help provide the following benefits:

Protect the rights of all Independent Distributors by providing a framework within which each Independent Distributor may work in an ethical, effective and safe manner.

Provide an equal and level playing field of opportunity to all Polaris Distributors.

Define the contractual relationship between Polaris and its Distributors.

Inform Distributors regarding compliance issues and regulatory requirements. Polaris requires that all Distributors understand and abide by these Policies and Procedures as we work together in promoting the Polaris products and opportunity.

1.3 CHANGES TO THE DISTRIBUTOR AGREEMENT, POLICIES AND PROCEDURES, OR COMPENSATION PLAN

Because federal, state, and local laws, as well as the business environment, periodically change, Polaris reserves the right to amend the Agreement and the prices in its Polaris Product Price List in its sole and absolute discretion. By signing the Distributor Agreement, a distributor agrees to abide by all amendments or modifications that Polaris elects to make. Notification of amendments shall appear in Official Polaris Materials. Amendments shall be effective upon publication in Official Polaris Materials,

including but not limited to, posting on the Director’s home page, E-mail distribution, announcement on the live training calls, or any other commercially reasonable method. The continuation of a distributor’s Polaris business or a distributor’s acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

1.4 DELAYS

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

1.5 POLICIES AND PROVISIONS SEVERABLE

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

1.6 TITLES NOT SUBSTANTIVE

The titles and headings in the Agreement are for reference purposes only, and do not constitute, and shall not be construed as, substantive terms of the agreement.

1.7 WAIVER

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

2. BECOMING A DISTRIBUTOR

2.1 RULES OF CONDUCT

Each Distributor promises to:

Handle themselves and their business dealings honestly, morally, and legally.

Keep their activities honorable to reflect well of themselves and of Polaris.

Speak well of Polaris, as well as competitors.

Honestly present the product in keeping with what is set forth in the Polaris literature including reference to results and benefits.

Explain the Compensation Plan honestly and completely as set forth in the Polaris materials. Except as specifically authorized in writing by Polaris, make no statement as to income potential of the Polaris Compensation Plan, nor make any statement as to specific income or revenue figures that can be earned by a Distributor.

Take their enroller/sponsor and upline responsibilities seriously including readily training, aiding, and supporting those in their downline.

Abide by the Product guarantee and return policies for both personal purchases and sales to customers; holding aside all retained profits, commissions and bonuses for the applicable cooling off and refund periods.

Respect the professional relationships between Polaris and any of its featured speakers, personalities, advisors, endorsers or affiliates by speaking of them appropriately as set forth in the Polaris policies and refraining from making contact with them.

Direct all media inquiries to Polaris; a Polaris Distributor does not have authorization to communicate with any media personnel on behalf of Polaris for any reason.

Maintain a healthy distance between other Enrollers and Enrollees to avoid a conflict of interest.

Adhere to the agreement between themselves and Polaris as set forth in all Polaris policies and applications.

Conduct their business professionally to help protect the Polaris opportunity for all.

2.2 REQUIREMENTS TO BECOME A DISTRIBUTOR

To become a Polaris distributor, each applicant must:

- Be of minimum legal age in their state and country of operation to enter into an enforceable contract; no less than 18 years of age;
- Reside in the United States, Australia, New Zealand or other countries where Polaris is doing business;
- Submit a properly completed and signed Distributor Application and Agreement to Polaris via the online enrollment process (the Company reserves the right to reject any applications for new distributorships or applications for renewal at its sole discretion); and purchase an at cost distributor Start-up Kit;
- A person who is not old enough in their state or country of operation to enter into an enforceable contract may not be a Polaris distributor. Distributors shall not enroll or recruit such persons into the Polaris program.

2.3 INVENTORY AND START-UP KIT

No person is required to purchase Polaris products or services to become a distributor. However, to familiarize new distributors with Polaris products, services, sales techniques, sales aids, the purchase of a distributor Start-up Kit is required, where permitted by law; this kit is offered 'at cost' to the distributor. This kit includes a one month subscription to the online business manager service which includes access to the Polaris business manager system itself and also provides a customizable company website; purchase of this kit also includes an automatic recurring subscription to the online business manager subscription in the amount of 39.95USD per month which will be billed to your credit card on file. You may cancel this subscription at any time; continued subscription of the online business manager is not mandatory nor a condition of this Agreement. Requests to cancel must be received by the Company in writing; subscriptions@mypgmail.com.

2.4 DISTRIBUTOR BENEFITS

Once a Distributor Agreement has been accepted by Polaris the benefits of the Compensation Plan and the Distributor Agreement are available to the new distributor. The Distributor is authorized, but not obliged, to purchase and re-sell the products of the company subject to the terms of the Agreement. Distributor benefits, upon qualification, include the right to:

- Retain the retail profit on personally purchased products and services, paying only the wholesale price;
- Retail Polaris products or resell services as explained in the Compensation Plan; described on the Polaris website and shopping cart, and profit from these sales;
- Participate in the Polaris Compensation Plan (receive director bonus and/or retail profit, if eligible);
- Sponsor/enroll other individuals as retail customers or distributors into the Polaris business and thereby build a Marketing Organization and progress in accordance with the Polaris Compensation Plan;
- Receive periodic Polaris communications;
- Participate in Polaris-sponsored support service training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by Polaris for its distributors.

2.5 RENEWAL OF YOUR POLARIS DISTRIBUTOR AGREEMENT

The term of the Distributor Agreement is the date of its acceptance by Polaris through January 31st of the subsequent calendar year of enrollment. Distributors must renew their Distributor Agreement each year by completing the renewal process, including review of the company policies and paying an annual renewal fee as determined by the Company on or before January 31st of every year; the renewal period will begin each year on January 1st. Such renewal fee funds are consideration for the Company's provision to the Distributor for ongoing sales and marketing materials, support in written, electronic, audio, video and online media formats. If the renewal fee is not paid within thirty one (31) days after the expiration of the current term of the Distributor Agreement, Polaris may cancel the Distributor Agreement. Anyone entering into this Agreement on September 1st or later during any calendar year is

subject to completion of the renewal process however any renewal fee due for the first subsequent year following the year of enrollment will be waived.

3. OPERATING A POLARIS BUSINESS

3.1 ADHERENCE TO THE POLARIS ADVANTAGE LEADING EDGE COMPENSATION PLAN

Distributors must adhere to the terms of the Compensation Plan as set forth in Official Polaris Materials. Distributors shall not offer the Polaris opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official Polaris Materials. Distributors shall not require or encourage other current or prospective customers or distributors to participate in Polaris in any manner that varies from the program as set forth in Official Polaris Materials. Distributors shall not require or encourage other current or prospective customers or distributors to execute any agreement or contract other than official Polaris agreements and contracts in order to become a Polaris distributor. Similarly, distributors shall not require or encourage other current or prospective customers or distributors to make any purchase from, or payment to, any individual or other entity to participate in the Polaris Compensation Plan other than those purchases or payments identified as recommended or required in Official Polaris Materials.

3.2 ADVERTISING

Each distributor shall safeguard and promote the good reputation of Polaris and its products. The marketing and promotion of Polaris, the Polaris opportunity, the Compensation Plan, and Polaris products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. Polaris specifically prohibits the use of mass unsolicited telephone autodialing, faxing, e-mail (“spam”), and “boiler-room” telemarketing operations. To promote both the products and the opportunity Polaris offers, distributors must use the sales aids and support materials produced by Polaris. If Polaris distributors develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding distributor’s good intentions, they may unintentionally violate any number of statutes or regulations affecting a Polaris business. These violations, although they may be relatively few in numbers, could jeopardize the Polaris opportunity for all distributors. Accordingly, distributors must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Polaris Compliance Department for approval prior to use; unless the distributor receives specific written approval to use the material, the request shall be deemed denied. Submissions are to be made through the company support ticket system or emailed to compliance@myppgmail.com.

3.2.1 WEBSITE AND INTERNET

The Company maintains an official corporate website. Distributors are allowed to advertise on the internet through an approved Company programs which allow Distributors to choose from among approved outside vendors and/or Company generated splash page designs that can be personalized; splash pages give the Distributor a professional, Company approved presence on the internet. Persons using Company names, logos, trademarks, etc. on the internet or any other advertising medium must

follow company rules and regulations for such use. Violation of these rules and regulation are grounds for corrective measures. If an independent Distributor creates a website, the website must be approved by the Compliance Department and must comply with all general advertising standards. No Distributor website may contain guarantees of income. No website may contain misrepresentations of products, services or opportunity. No Distributor may link an unapproved website to an approved corporate website. Depending on the content of the material, additional disclosures may be required.

Disclosures:

- Catch page disclaimer: "I wish to learn more, please contact me and provide more information about your amazing business opportunity and the award winning products and services available." (should appear in the contact/reply section of all websites);
- Privacy disclaimer: We respect your right to privacy and comply with the Information Privacy Act 2000(Vic), Federal Privacy Act, among others. Personal information voluntarily disclosed including, but not limited to, name, address, telephone number, e-mail address will not be sold, rented, swapped or otherwise disclosed and will be used by us for the purpose of contacting you with information about our products, services or business opportunity as requested;
- Income with testimonial: We offer a work from home opportunity. The testimonials used are actual results of the individual and are exceptional results which may not apply to the average Associate and are not intended to represent or guarantee that anyone will achieve the same or similar results. Your results may vary and will be based on your individual experience, effort and desire. There are no guarantees concerning the level of success you may experience. We cannot guarantee your future results or success as in business there are unknown risks that we cannot foresee.
- Income only: We offer a work from home opportunity. Your results may vary and will be based on your individual experience, effort and desire. There are no guarantees concerning the level of success you may experience. We cannot guarantee your future results or success as in business there are unknown risks that we cannot foresee.
- Risk: Internet businesses and earnings derived therefrom, have unknown risks involved, and are not suitable for everyone. Making decisions based on any information presented in our products, services, or web site, should be done only with the knowledge that you could experience significant losses, or make no money at all. Only risk capital should be used.
- Risk: Being a business owner is not suitable for the risk adverse or individuals who are or ever have been mentally unstable or unwell or do not have the ability to handle the inevitable stress that results from taking on a new business venture.
- Income and results: While Polaris offers training and support for its Independent Distributors, Polaris, including Polaris Distributor leadership, cannot make someone successful. The business model, support structure and tools do not make you successful without your substantial and sustained effort. All Distributor successes are the result of their own hard work and tenacity and a willingness to accept the responsibility for learning new skills and developing themselves as a business professional and leader.

General Standards of Advertising include:

- All communications must be truthful, fair and accurate.
- Guarantees or promises of specific results are prohibited.
- Exaggerated, unwarranted, misleading or deceptive statements are prohibited.
- No advertisement may imply that a “job” or “position” is available;
- Income disclosure and a privacy statement are required on all websites and certain marketing campaigns;
- It is prohibited to use any public verbal or written statement on behalf of the company. This could be construed as a reflection of the official position of the Company.

3.2.2 ADVERTISING/MARKETING OF POLARIS GLOBAL MEDIA DOCUMENTARIES

Advertising/Marketing of the Documentary DVD'S produced by Polaris Global Media: Polaris Global distributors may sell the PGM documentary DVD's by becoming a Polaris Global Media 'affiliate'; ptsd-info.com. The use of movie titles, names of The Directors and Producers, images of the videos cover/jacket and any other pertinent information required to successfully market/retail these DVD'S in independent websites, social media, advertisements, flyers and banners is permissible. ALL Independent marketing MUST be submitted to the compliance department for approval prior to publication. You may submit your requests to compliance@mypgmail.com or submit a support ticket to compliance. The use of the above mentioned trademarks, names, titles, company name and copyright materials is ONLY permissible with regard to the Documentaries produced by Polaris Global Media. Such marketing and advertising is not permitted for any other products or educational materials/products.

3.2.3 BUSINESS CARDS AND STATIONERY

Any printed materials, including business cards and stationery, must be approved by the Company in advance. Criteria for approving these materials will include a judgment regarding the quality of the materials as well as properly setting forth the independent status of the Distributor.

3.2.4 COMPLIANCE TO GOVERNING LAW

Distributors who are operating another home based business, network marketing business, MLM business or any other business that provides an income opportunity governed by the same laws and rules as direct selling / network marketing / Multi Level Marketing, must operate that business in accordance of the regulations set forth by the ACCC, FTC and other governing bodies and with the same standard of ethics, professionalism and compliance as set forth in this agreement. This would include personal conduct and behaviour, marketing, advertising and presentation of the opportunity.

3.3 PARTICIPATION IN POLARIS' CORPORATE MARKETING EFFORTS

Polaris encourages distributor participation in the Company's marketing efforts and distributors may submit their marketing ideas to the Company. Likewise, distributors are encouraged to participate in all Company-sponsored telephone calls to interact and share ideas with Company leadership as well as

other distributors. All submissions to the Company, including those coming by way of verbal participation in Company-sponsored telephone calls, become the property of Polaris. All Company-sponsored telephone calls are copyrighted material owned by Polaris and are intended for distributors' individual use. Any rebroadcast, reproduction or distribution of this copyrighted material without the express written consent of Polaris is prohibited.

3.3.1 REFERRAL SALES

It is unlawful to persuade a consumer to buy goods or services by promising benefits for assisting the supply of goods or services to other customers:

(a) a consumer is persuaded to buy goods or services by promises of a rebate, commission or other benefit for supplying information that helps the trader sell to other consumers, and

(b) the consumer does not get the promised benefit unless some other event happens after the agreement is made—for example, other consumers also have to buy the goods or services from the same supplier.

It is not 'referral selling' for a supplier to promise a benefit for simply providing the names of consumers or helping the trader supply goods.

3.4 TELEMARKETING TECHNIQUES

The use of any automated telephone solicitation equipment or "boiler-room" telemarketing operations in connection with the marketing or promotion of Polaris, its products or the opportunity, is prohibited.

The Federal Trade Commission (FTC), ACCC, Australian Consumer Law (ACL), among others, each has laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although the Company does not consider distributors to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties. Therefore, distributors must not engage in telemarketing in the operation of their Company businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Company product or service, or to recruit them for the Company opportunity. "Cold calls" made to prospective customers or distributors that promote either Company products or services or the Company opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or distributor (a "prospect") is permissible under the following situations but should be advised that if a sale of good or services is a result, it could be considered an unsolicited sale and must be processed according to the governing regulations (3.4.1., 3.4.2):

- a) You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three (3) months. Bear in mind, however, that if you make a habit of "card collecting" with everyone you meet and subsequently calling them, the FTC/ACL may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.
- b) The prospect's personal inquiry or application regarding a product or service offered by the distributor, within the three (3) months immediately preceding the date of such a meeting.
- c) If the distributor has an established business relationship with the prospect. An "established business relationship" is a relationship between a distributor and a prospect based on the prospect's purchase, rental or lease of goods or services from the distributor, or a financial transaction between the prospect and the distributor within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.
- d) If the distributor receives written and signed permission from the prospect authorizing the distributor call, the authorization must specify the telephone number(s) which the distributor is authorized to call.
- e) In addition, distributors shall not use automatic telephone dialing systems relative to the operation of their Company businesses. The term "automatic telephone dialing system" means equipment which has the capacity to (a) store or produce telephone numbers to be called, using a random or sequential number generator, and (b) to dial such numbers.

3.4.1 DEFINITION OF SOLICITED SALES AND UNSOLICITED SALES (PER AUSTRALIAN CONSUMER Law)

"A sale is determined to be a solicited or unsolicited sale from the perspective of the Consumer and is dependent upon whether the sale was made with or without the invitation of the Consumer. Sales made with invitation from the Consumer to the Seller/Supplier are considered to be 'solicited sales'; sales made without invitation from the Consumer to the Seller/Supplier are considered to 'unsolicited sales'.

*Purchases made from a retail store, kiosk, trade show **or that are a result of a Consumer responding to advertising and/or requesting information are examples of 'solicited sales'** as the Consumer has solicited goods or services from the Seller/Supplier.*

Purchases made as a result of telemarketing, doorstep selling, spam email, home parties (unless disclosure of intent to sell has been made), or any other uninvited sales method are considered to be 'unsolicited sales'. A sale will also be considered an 'unsolicited sale' as follows:

The Consumer/Customer give his / her contact details to the supplier for the purpose (for example, direct sale career opportunity) and then the supplier contacts the Customer for another purpose (this could be in addition to or in place of the purpose such as promoting products)

Or The Consumer/Customer returns a missed call from the Supplier or responds to any unsuccessful attempt from the Supplier to contact the Customer (this could be construed in ways other than the obvious as no mention of whether the Consumer or the Supplier made the initial contact). For the purpose of the following, it is perceived that implied initial contact is made by Supplier."

3.4.2 UNSOLICITED SALES REGULATIONS

Any sale made in Australia, the UK, or Europe, which is determined to be an unsolicited sale, must adhere to governing regulations. A Seller/Supplier can't promote goods or services on a Sunday. If Customer wants to purchase goods or services, Seller must:

- tells Customer (s)he wants to sell products;
- advises Customer that if (s)he requests, Seller must immediately leave;
- tells Customer her/his name and address;
- If Customer asks Seller to leave, (s)he must leave and not approach Customer about any goods or services available from the Company she solicited to the Customer for at least 30 days but she can contact Customer about another company's products during that period.

Seller must follow these terms:

- Customer can cancel her purchase within 10 clear business days;
- Customer must be informed of this right and how to cancel the agreement;

Customer must be told that products can't be supplied nor payment accepted for 10 clear business days, and she must also be given this information in writing; this information has to be "attached" to the purchase agreement, transparent (clear, plain, understandable language) and in the most prominent text except for Seller's name or logo.

- Seller and Customer must each sign the purchase agreement and Customer immediately be given a copy, and both also have to sign any alteration.
- Seller must be sure the purchase agreement conspicuously, prominently and transparently sets out her name, her ABN or ACN, business (her residential) address, email address and fax number;
- Sets out the "full terms" of the agreement including the purchase price (s.79(a)(i)) and any her right to cancel the agreement, and includes this text:

Important Notice to Consumer

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

- The front page is signed by Customer and dated.
- Seller must also ensure Customer gets a notice that she can use to cancel the agreement, and is in a form approved by the Minister.
- If Customer decides to cancel the agreement she doesn't have to use the approved notice and can otherwise cancel the agreement in writing or orally.

3.5 TRADEMARKS AND COPYRIGHTS

The name Polaris Global, Polaris Global Marketing, Polaris Global Media and other names as may be adopted by Polaris are proprietary trade names, domain names, trademarks and service marks of Polaris. As such, these marks are of great value to Polaris and are supplied to distributors for their use only in an expressly authorized manner. Use of the Polaris name or any form thereof, including their use as or within Internet domain names, on any item not produced by the Company is prohibited. Use of the company name is permitted on business cards, email and stationary signatures or headers as follows:

Distributor's Name

Independent Polaris Global™ Distributor

Written approval from the Company must be acquired prior to the use of "Polaris" and/or any of Polaris' product names or likeness in his or her advertising, the distributor must identify the mark as the property of Polaris Global Marketing, LLC. All distributors may list themselves as an "Independent Polaris Distributor" in the white or yellow pages of the telephone directory under their own name. No distributor may place telephone directory display ads using Polaris' name or logo. Distributors may not answer the telephone by saying "Polaris", "Polaris Global", or in any other manner that would lead the caller to believe that he or she has reached Corporate Offices of Polaris. Distributors may not produce for sale, or any other purpose, any recorded Company events and speeches without written permission from Polaris; nor may distributors reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations. In accordance with a distributor's strict adherence to the foregoing instruction on the use of Polaris trademarks, Polaris grants to each distributor so adhering, a nonexclusive license (without any right to sub-license) to use said marks. Said license may be revoked at any time at the discretion of Polaris. The Distributor agrees to notify Polaris promptly of any actual or suspected infringement of the intellectual property.

3.6 MEDIA AND MEDIA INQUIRIES

Distributors must not attempt to respond to media inquiries regarding Polaris, its products or services, or their independent Polaris business. All inquiries by any type of media must be immediately referred to the Polaris Corporate Office; contact@mypgmail.com or 480-522-1024 ext. 103.

3.7 CHANGES TO A POLARIS BUSINESS

Distributors must immediately notify Polaris of all changes to the information contained on his or her

Distributor Agreement. Distributors may modify their existing Distributor Agreement (i.e. change the form of ownership from an individual proprietorship to a Business Entity owned by the distributor) by submitting a written request, and appropriate supporting documentation.

3.8 ADDITION OF CO-APPLICANTS

When adding a co-applicant (either an individual or a business entity) to an existing Polaris business, the Company requires a written request as well as a properly completed Distributor Agreement and signatures. To prevent the circumvention of the “Sale, Transfer or Assignment of Polaris Business” section (regarding transfers and assignments of Polaris business), the original applicant must remain as a party to the original Distributor Agreement. If the original distributor wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with the “Sale, Transfer or Assignment of Polaris Business” section of these Policies. If this process is not followed, the business shall be canceled upon the withdrawal of the original distributor. Any bonus or commission checks due will be sent to the address on record of the original distributor. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in “Change of Sponsor” section of these Policies.

Polaris may, at its discretion, require Notarized documents before implementing any changes to a Polaris business. Please allow thirty (30) days after the receipt of the request by Polaris for processing.

3.9 CHANGE OF SPONSOR

The transfer of a Polaris business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the Polaris Corporate Office, and must include the reason for the transfer. Transfers will only be considered in the following three (3) circumstances:

- Within ten (10) days of enrollment date, the distributor seeking to transfer submits a properly completed Sponsorship and Enroller Transfer Form which includes the signature of the distributor seeking to transfer, the signature of the original Sponsor/Enroller.
- In cases involving fraudulent inducement or unethical sponsoring, a distributor may request that he or she be transferred to another organization with his or her entire Marketing Organization intact. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case by case basis, and must be submitted to the Company in writing within sixty (60) days from the enrollment date. The request must include a detailed description, supporting evidence or documentation, of why the distributor believes his or her enrollment was fraudulently induced.
- The distributor seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of all parties whose income will be immediately affected by the transfer. All distributor signatures must be notarized. Transferring distributors must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by Polaris for processing and verifying change requests. A transferring distributor’s downline shall remain in the original genealogy

and shall not be moved with the transferring distributor; however Polaris reserves the right to make downline genealogy changes at its discretion for reasonable business purposes.

3.10 CANCELLATION AND RE-APPLICATION

A distributor may legitimately change organizations by voluntarily canceling his or her Polaris business and remaining inactive (i.e., no purchases of Polaris products for resale, no sales of Polaris products, no sponsoring, no attendance at any Polaris functions, other than conferences to which tickets were purchased by the distributor, as a customer, for personal use, participation in any other form of distributor activity, or operation of any other Polaris business) for six (6) full calendar months. Following the six-month period of inactivity, the former distributor may reapply under a new Sponsor.

3.11 INDEMNIFICATION FOR UNAUTHORIZED CLAIMS AND ACTIONS

A distributor is fully responsible for all of his or her verbal and/or written statements made regarding Polaris products, services, and the Compensation Plan which are not expressly contained in Official Polaris Materials. Distributors agree to indemnify Polaris and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or loss of business or investment incurred by the distributor as a result of the distributor's unauthorized representations or actions. This provision shall survive the cancellation of a distributor's Agreement.

3.12 PRODUCT CLAIMS

No claims as to any products offered by Polaris may be made except those contained in Official Polaris Materials. In particular, no distributor may make any claim that Polaris products are useful in the cure, treatment, diagnosis, mitigation or prevention of any mental (or physical) condition such as anxiety, depression, among others. Such statements can be perceived as therapeutic or medical claims.

3.13 INCOME CLAIMS

In their enthusiasm to enroll prospective distributors, some distributors are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of the Polaris business model and compensation plan. This is counterproductive because new distributors may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At Polaris, we firmly believe that the Polaris income potential is great enough to be highly attractive, without reporting the earnings of others. While distributors may believe it beneficial to provide copies of checks, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Polaris as well as the distributor making the claim unless appropriate disclosures are also made contemporaneously with the income claim or earnings representation. Because Polaris distributors may not have the data necessary to comply with the legal requirements for making income claims, a distributor, when presenting or discussing the Polaris opportunity or Marketing and Compensation Plan to a prospective distributor or otherwise, may not make income projections, income claims and only disclose his or her earning in an approved form. A distributor may, at his/her discretion, may choose to reveal or allow the company to reveal his/her

earnings for a particular time period; this does not entitle other distributors to reveal such information nor does it limit his/her ability to keep earnings from other time periods private.

3.14 COMMERCIAL OUTLETS

Polaris strongly encourages the retailing and selling of its products and services through person-to-person contact. Distributors must obtain written authorization from Polaris prior to selling any Polaris products in a retail outlet, and Polaris retains the discretion to restrict its products from being sold in any retail location, which it does not deem acceptable.

3.15 TRADE SHOWS, EXPOSITIONS AND OTHER SALES FORUMS

Distributors may display and/or sell Polaris products at trade shows and professional expositions upon written approval from the Company. Distributors may not display and/or sell Polaris products at swap meets, garage sales, flea markets, farmer's markets, or Internet auction sites, without the prior written consent of the Company.

3.16 CONFLICTS OF INTEREST/NONSOLICITATION/CROSS PROMOTION/RAIDING

Polaris distributors are free to participate in other multilevel or network marketing business ventures or marketing opportunities. However, during the term of this Agreement, and, for a period of three (3) years following the cancellation thereof, a distributor or former distributor may not recruit nor offer for sale non-Polaris products or services to any Polaris distributor or customer for another multilevel or direct sales marketing business. Because network marketing is often conducted over the tele phone and via the Internet through networks of individuals spanning the U.S. and internationally, any narrow geographic limitation on the scope of this non-solicitation policy would render it ineffective. Therefore, this policy shall apply to all countries where Polaris is doing business. The term "recruit" means actual or attempted solicitation, enrollment, encouragement or effort to influence in any way, either directly, or through a third party, a Polaris distributor or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. If the distributor or former distributor directly or indirectly responds to an inquiry by a Polaris distributor, this also constitutes recruiting. Distributors may not display Polaris products or services with any other non-Polaris products or services. Distributors may not offer the Polaris opportunity, products or services to prospective or existing customers or distributors in conjunction with any non-Polaris program, opportunity, product or service. Distributors may not offer any non-Polaris opportunity, products or services at any Polaris-related meeting, seminar, convention, or on or during any Company training platform.

3.17 SOCIAL MEDIA

At no time will a Polaris distributor knowingly promote, nor mention their involvement with, any non-Polaris opportunity on any social media site in which their account/page has social networks in which it is reasonable to assume are inclusive of other Polaris distributors. Marketing non-Polaris business opportunities, products or services on social media pages/accounts which include another Polaris distributor within its network of connections, friends or following is considered cross-promotion.

3.18 BUSINESS MANAGER

All business organization/genealogy reports available in the distributor's business manager account and the information and intellectual property, contained therein, are confidential and constitute proprietary business trade secrets information belonging to Polaris. Business organization information is provided to distributors in strictest confidence and is made available to distributors for the sole purpose of assisting distributors in working with their respective Marketing Organizations in the development of their Polaris business. Distributors should use the information in the business manager to manage, motivate and train their Downline distributors. The distributor and Polaris agree that, but for this agreement of confidentiality and nondisclosure and recognition of Polaris property in the Downline Activity Reports, Polaris would not provide genealogy information to the distributor. Accordingly, distributors shall not,

on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in the Business Manager to any third party;
- Use the information to compete with Polaris or for any purpose other than promoting his or her Polaris business; recruit or solicit any distributor or customer of Polaris listed on any report, or in any manner attempt to influence or induce any distributor or customer of Polaris, to alter their business relationship with Polaris;
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in the Business Manager.
- Upon demand by the Company, any current or former distributor will return the original and all copies of Downline Activity Reports to the Company. The provisions of Sections 3.17, 3.17.1, 3.17.2, shall survive the termination or cancellation of a distributor's Distributor Agreement with Polaris.

3.19 CROSS-SPONSORING

Actual or attempted cross-group sponsoring is strictly prohibited. "Cross-group sponsoring" is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current customer number or Distributor Agreement on file with Polaris, or who has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs (doing business as), assumed names, corporations, partnerships, trusts, Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a Polaris business in accordance with the "Sale, Transfer or Assignment of Polaris Business" section of these Policies.

3.20 ERRORS OR QUESTIONS

If a distributor has questions about or believes any errors have been made regarding commissions, bonuses, Genealogy or charges, the distributor must notify Polaris within sixty (60) days of the date of the purported error or incident in question. Polaris will not be responsible for any errors, omissions or problems not reported within sixty (60) days.

3.21 EXCESS INVENTORY PURCHASES PROHIBITED

Distributors are not required to carry inventory of products or sales aids. Distributors who do so may find making retail sales and building a Marketing Organization somewhat easier because of the decreased response time in fulfilling customer orders or in meeting a new distributor's needs. Each distributor must make his, or her, own decision with regard to these matters. To ensure that distributors are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to Polaris upon the distributor's cancellation or termination pursuant to the "Return of Inventory and Sales Aids by Distributors" section of these Policies. Distributors may not purchase more inventory than they can reasonably resell or consume in a month, nor may they encourage others to do so.

3.22 RIGHT OF PUBLICITY

Distributors authorize Polaris to use their name, photograph, personal story and/ or likeness in the Company's advertising and/or promotional materials and waive all claims for remuneration for such use.

3.23 GOVERNMENTAL APPROVAL OR ENDORSEMENT

Federal and state regulatory agencies and/or officials do not approve or endorse any direct selling or network marketing companies or programs. Therefore, distributors shall not represent or imply that Polaris or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

3.24 INCOME TAXES

Each distributor is responsible for paying local, state and federal taxes on any income generated as an independent distributor. Every year, Polaris will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident as required by the Internal Revenue Service. Most, if not all, income earned by a Polaris Distributor is retained up front. This income will not be included on a 1099 form. It is up to each Distributor to track and report to the appropriate taxing authority all incomes earned each year. Please consult a local competent tax specialist to fully understand your responsibilities. If a Polaris business is tax exempt in the U.S., the Federal Tax Identification Number must be provided to Polaris.

3.25 INDEPENDENT CONTRACTOR STATUS

A Polaris Global Distributor is an independent contractor, and is not a purchaser of a franchise or a business opportunity. The agreement between Polaris and its distributor does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the distributor. A distributor shall not be treated as an employee for his or her services or for Federal or State tax purposes. All distributors are responsible for paying local, state, and federal taxes due from all compensation earned as a distributor of the Company. All distributors are also responsible for maintaining any policies of insurance (such as accident insurance or workers compensation cover) that they are required by law to obtain. The distributor has no authority (express or implied), to bind the Company to any obligation. Each distributor shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Agreement inclusive of the Distributor Agreement, these Policies, and applicable laws.

3.26 INTERNATIONAL MARKETING

Because of critical legal and tax considerations, Polaris must limit the resale of Polaris products and services, and the presentation of the Polaris business opportunity to prospective customers and distributors located within the United States and U.S. Territories and other authorized countries. Moreover, allowing a few distributors to conduct business in markets not yet opened by Polaris would violate the concept of affording every distributor the equal opportunity to expand internationally. Accordingly, distributors are authorized to sell Polaris products and services, and enroll customers or distributors only in the countries in which Polaris is conducting business; contact the Polaris Compliance Department for details. No distributor may sell, give, transfer, import, export or distribute Polaris products, services or sales aids in any unauthorized country. In addition, no distributor may, in any

unauthorized country: (A) conduct sales, enrollment or training meetings; (B) enroll or attempt to enroll potential customers of distributors; or (C) conduct any other activity for the purpose of selling Polaris products, establishing a Marketing Organization, or promoting the Polaris opportunity.

3.27 ADHERENCE TO LAWS AND ORDINANCES

Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to distributors because of the nature of their business. However, distributors must obey those laws that do apply to them. If a city or county official tells a distributor that an ordinance applies to him or her, the distributor shall be polite and cooperative, and immediately send a copy of the ordinance to the Polaris Compliance Department. In many cases there are exceptions to the ordinance that apply to Polaris distributors.

3.28 COMPLIANCE WITH LAWS AND ETHICAL STANDARDS

Distributors shall comply with all FTC, federal, state and local laws and regulations in the conduct of their businesses. In connection with the operation of a distributor's Polaris business, the violation of any law, or any conduct that is unethical or, in Polaris' sole discretion, may tend to damage its reputation or goodwill, shall be grounds for disciplinary sanction.

3.29 ONE POLARIS BUSINESS PER DISTRIBUTOR

A distributor may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Polaris business. No individual may have, operate or receive compensation from more than one Polaris business.

3.30 ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED INDIVIDUALS

If any member of a distributor's immediate household engages in any activity which, if performed by the distributor named on the application, would violate any provision of the Agreement, such activity will be deemed a violation by the distributor and Polaris may take disciplinary action pursuant to these Policies against the named distributor.

3.31 REPACKAGING AND RE-LABELING PROHIBITED

Distributors may not repackage, re-label, refill or alter the labels on any of the Polaris products, information, materials or programs in any way. Polaris products must be sold in their original containers only. Such re-labeling or repackaging would likely violate federal and state laws, which could result in severe criminal penalties. You should also be aware that civil liability can arise when, as a consequence of the repackaging or re-labeling of products, the persons using the products suffer any type of injury or their property is damaged.

3.32 COMMUNICATION OPT-IN

Distributor authorizes Polaris to send to Distributor unsolicited Company messages, whether in the form of e-mails, faxes or telephone calls or some other format, whether recorded or in person, at any time provided that the message is connected with the business of Polaris. Associates are welcome to 'opt out' however upon opting out their Distributor Agreement will become subject to cancellation at the sole discretion of the Company.

3.33 ROLL-UP OF MARKETING ORGANIZATION

Upon cancellation of a distributor, all individuals in the canceling distributor's register(s) shall move to the register(s) of the next qualified upline Director at the respective product level.

3.34 SALE, TRANSFER OR ASSIGNMENT OF POLARIS BUSINESS

Although a Polaris business is a privately owned, independently operated business, the sale, transfer or assignment of a Polaris business is subject to certain limitations*. Unless otherwise agreed to in writing, if a distributor wishes to sell his or her Polaris business, the following criteria must be met:

- A Polaris Business must be a bone fide business. A bone fide business will have a Marketing Organization and will have generated sales.
- The distributor shall offer the Company the right of first refusal to purchase the business on the same terms as it would be offered to any third party. If the Company purchases the business, it is up to the Company's discretion whether to retain the business or allow a roll-up to occur;
- Protection of the existing line of sponsorship must always be maintained so that the Polaris business continues to be operated in that line of sponsorship;
- A buyer or transferee must become a qualified Polaris distributor. If the buyer is an active Polaris distributor, he or she must first terminate his or her Polaris business and remain inactive for six (6) full calendar months before becoming eligible for a purchase, transfer, assignment or acquisition of any interest in the Polaris business;
- Before the sale, transfer or assignment can be finalized and approved by Polaris, any debt obligations the selling distributor has with Polaris must be satisfied;
- The selling distributor must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a Polaris business;
- Prior to offering a Polaris business for sale, the selling distributor must notify Polaris' Corporate Offices of his or her intent to sell the Polaris business.

**Products purchased for personal use, by a Polaris Business Owner, are NOT transferrable in the event the Polaris Business is sold.*

3.35 SEPARATION OF A POLARIS BUSINESS

Distributors sometimes operate their Polaris businesses as husband-wife partnerships, other life partnerships, regular partnerships, corporations, or trusts. At such time as personal relationships may break up or a corporation, partnership or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If in the sole and unfettered discretion of the Company, the separating parties fail to provide for the best interests of other distributors and the Company, Polaris may, at its own discretion, terminate the Distributor Agreement and roll-up their entire Marketing Organization pursuant to the "Roll-Up of Marketing Organization" section of these Policies. During the pendency of a relationship break up or entity dissolution, the parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s), operate the Polaris business pursuant to an assignment in writing whereby the relinquishing person, shareholders, partners or trustees authorize Polaris to deal directly and solely with the other person or non-relinquishing shareholder, partner or trustee; or
- The parties may continue to operate the Polaris business jointly, whereupon all compensation paid by Polaris will be paid in the joint names of the distributors or in the name of the entity to be divided as the parties may independently agree between themselves.

If the parties elect neither of the foregoing, Polaris will continue to pay any compensation to the same individual(s) to whom compensation was paid prior to the filing of the commencement of the relationship break up or dissolution proceeding. Subject to all applicable laws and/or orders of courts of competent jurisdiction, Polaris will not permit a division of a business entity. Similarly, Polaris will not split compensation between couples who are breaking up or members of dissolving entities. Polaris will recognize only one business entity and will issue only one check per business entity per quarter. Compensation checks shall always be issued to the same individual or entity as it was issued prior to the break up. In the event that parties to a relationship break up or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business entity within six (6) months following the initiation of action to break up a relationship or institution of dissolution proceedings, Polaris may, at its own discretion and subject to all applicable laws and/or orders of courts of competent jurisdiction, cancel the Distributor Agreement. If a former spouse has completely relinquished all rights in his or her original Polaris business, he or she is thereafter free to enroll under any Sponsor of his or her choosing, and need not wait six (6) months before reapplying. If a former entity affiliate has completely relinquished all rights in his or her original Polaris business, he or she must remain inactive for six (6) full calendar months before becoming eligible for a purchase, transfer, assignment or acquisition of any interest in the Polaris business or before re-applying. In the case of business entity dissolution, the party(s) relinquishing their interest in the business must remain completely inactive for six (6) calendar months before they may re-apply under a new Sponsor. In divorce and entity dissolution cases, the relinquishing party(s) shall have no rights to any distributors in their former organization or to any former retail customer. They must develop the new business in the same manner as would any other new distributor.

3.36 SPONSORING

All Active Distributors in good standing have the right to sponsor/enroll others into Polaris in accordance with the Compensation Plan. Each prospective customer or distributor has the ultimate right to choose his or her own Sponsor. If two distributors claim to be the Sponsor/Enroller of the same new distributor or customer, the Company shall regard the first application received by the Company as controlling.

3.37 TRANSFER UPON DEATH OF A DISTRIBUTOR

Upon the death of a distributor, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a distributor should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Polaris business is transferred by a will or other testamentary

process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased distributor's Marketing Organization provided the following qualifications are met.

The successor(s) must:

- Execute a Distributor Agreement;
- Provide an original death certificate and a Notarized copy of the will or other instrument establishing the successor's right to the Polaris business;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased distributor's status;
- Form a business entity and, in the U.S., acquire a Federal Tax Identification Number, if the business is bequeathed to or inherited by joint heirs. Polaris will issue all compensation checks and, in the U.S., one IRS Form 1099 to the business entity. The heirs must provide Polaris with an address of record to which all compensation checks will be sent.

3.38 TRANSFER UPON INCAPACITATION OF A DISTRIBUTOR

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

- Execute a Distributor Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the incapacitated distributor's status.

3.39 PRIVACY

While carrying out their role, a distributor will receive personal information about others. Distributors must treat any personal information in the manner required by privacy legislation in force in their state or country of operation.

3.39.1 A distributor must not disclose, or allow to be disclosed (other than to Polaris), Confidential Information belonging to any other party except:

(a) with the consent in writing of the other party;

(b) if required to do so by law;

(c) to advisers or consultants (including lawyers and accountants), provided that any adviser or consultant who is not under a professional obligation to keep such information confidential, must first execute a confidentiality agreement in which that adviser or consultant undertakes the same obligations in relation to the Confidential Information as the relevant distributor undertakes in this Agreement.

3.39.2 The distributor must take, or cause to be taken, reasonable precautions necessary to maintain the secrecy and confidentiality and to prevent the disclosure of the Confidential Information.

3.39.3 Upon request, termination or expiration of this Agreement, each distributor shall return to Polaris all documents, materials and other media containing Confidential Information belonging to another party.

4. RESPONSIBILITIES OF DISTRIBUTORS

4.1 CHANGE OF ADDRESS AND/OR CONTACT INFORMATION

To ensure timely delivery of products, support materials, official Polaris publications, and commission checks, it is critically important that Polaris' files are current. Polaris must be provided a current email address and phone number. Distributors planning to move should send their new address and telephone number to Polaris' Corporate Office at contact@mypgmail.com.

4.2 CONTINUING DEVELOPMENT OBLIGATIONS AND ONGOING TRAINING

Any distributor who is the Sponsor/ Enroller of another distributor must perform a bona fide supervisory function to ensure that his or her Downline is properly operating his or her Polaris business. Distributors must have ongoing contact, communication and management supervision with the distributors in their Marketing Organizations. Examples of such contact and supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of Downline Distributors to Polaris meetings, training sessions, and other functions. Upline distributors are also responsible to motivate and train new distributors in Polaris product knowledge, effective sales techniques, the Polaris Compensation Plan and compliance with Company Policies.

4.3 INCREASED TRAINING RESPONSIBILITIES

As distributor's progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Polaris program. They will be called upon to share this knowledge with lesser experienced distributors within their Marketing Organization.

4.4 ONGOING SALES RESPONSIBILITIES

The Distributor is authorized, but not obliged, to purchase and re-sell the products of the company subject to these terms. Regardless of their level of achievement, it is in the best interest of distributors to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

4.5 NON-DISPARAGEMENT

Polaris wants to provide its independent distributors with the most superior products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Polaris Compliance Department at compliance@mypgmail.com. While Polaris welcomes constructive input, negative comments and remarks made by distributors about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Polaris distributors. For this reason, and to set the proper example for their Downline Organization, distributors must not disparage, demean or make negative

remarks about Polaris, other Polaris distributors, Polaris' products, the Compensation Plan, or Polaris' directors, officers or employees.

4.6 PROVIDING DOCUMENTATION TO APPLICANTS

Distributors must provide the most current version of the Policies and Compensation Plan to individuals whom they are sponsoring to become distributors before the applicant signs a Distributor Agreement. Additional copies of the Policies can be acquired from Polaris or online in the Business Manager.

4.7 REPORTING POLICY VIOLATIONS

Distributors observing a violation of the Policies by another distributor should submit a written Incident Report of the violation directly to the attention of the Polaris Compliance Department at compliance@mypgmail.com. Details of the incident such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. By submitting an Incident Report, distributor understands that their name may be disclosed to parties included in the report during investigation.

4.8 COMMUNICATING WITH COMPANY

Communication between the Company and its Distributors regarding orders, compliance matters, customer service, Marketing Organization matters, among others, will be necessary from time to time. Distributors must, not only provide and maintain a current email address in their account, but also respond to any emails received from the Company within the time-frame indicated in the email; failure to comply may be cause for corrective measures (Disciplinary Sanctions 8.1).

5. SALES REQUIREMENTS

5.1 PRODUCT SALES

The Polaris Compensation Plan is based upon the sale of Polaris products and services to end consumers.

5.2 NO PRICE OR TERRITORY RESTRICTIONS

Distributors are not required to sell Polaris products at the suggested retail prices set out in the Polaris Product Price Sheet. Distributors may sell Polaris products at any price they choose. There are no exclusive territories granted to anyone.

5.3 SALES RECEIPTS

If a distributor sells any Polaris product from his or her inventory, he or she must give the customer a copy of a Polaris retail sales receipt at the time of the sale in addition to the cancellation policy and terms of sale. Distributors must maintain all retail sales receipts and signed purchase agreements for a period of two (2) years and furnish them to Polaris at the Company's request.

5.3.1 GST INVOICE; TAX INVOICE

When selling in Australia, the selling distributor is responsible for providing to the customer upon request a GST invoice. GST invoice must be labeled 'GST Invoice' and reflect all monies collected;

purchase price, GST paid, bank fees, etc. showing as one sum; any tax invoice must be provided to the purchaser upon request.

5.4 RECORD KEEPING

The Company encourages each independent distributor to keep accurate sales records.

6. COMPENSATION

6.1 DIRECTOR BONUS, RETAIL PROFITS AND SALES INCENTIVE QUALIFICATIONS

A distributor must be active, in good standing and in compliance with the Agreement to qualify for Directors Bonus, Retail Profit and Sales Incentives. Director Bonus' and Retail Profits are earned up-front and retained by the qualified Director/Associate at the time of sale. So long as a Distributor complies with the terms of the Agreement, Polaris shall pay sales incentives as defined in the Compensation Plan. The minimum amount for which Polaris will issue a check is determined by the Company. If a distributor's incentives do not equal or exceed the minimum amount, the Company will accrue the incentives until they reach the minimum amount. A check will be issued once this amount has been accrued.

6.2 ADJUSTMENT TO BONUSES AND COMMISSIONS FOR RETURNED PRODUCTS AND SERVICES

Distributors receive up front director bonus' and/or retail profits based on the actual sales of products to end consumers. When a product is returned to Polaris for a refund or is repurchased by the Company, Polaris will refund the company portion of the product price to the selling distributor; the selling distributor will be fully responsible for refunding the customer the full purchase price.

6.3 UNCLAIMED COMMISSIONS AND CREDITS

Distributors must deposit or cash commission and bonus checks within six (6) months from their date of issuance. A check that remains un-cashed after six (6) months will be void. After a check has been voided, Polaris will credit the distributor's account. There shall be a \$25.00USD charge for such a transaction. Any credit unused within 12 months of issuance will be forfeited.

7. PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

7.1 PRODUCT GUARANTEE

Polaris offers a one hundred percent (100%) 10-day money back satisfaction guarantee (less shipping charges) to all retail and wholesale customers. If a customer, including distributors purchasing product at wholesale prices for personal use, purchased a product from a Polaris distributor, the customer must return the product to that distributor for a refund, replacement or exchange (at the option of the customer).

If a distributor is unsatisfied with any Polaris product purchased for personal use, the distributor may return the product within ten (10) days from the order processing date for a one hundred percent (100%) refund, a replacement or exchange (less shipping charges). Nothing in these Policies is intended to exclude, restrict or modify any right conferred by statute.

Additionally, Polaris will provide a one year guarantee against manufacturer defects or malfunction on any physical Polaris product; this does not apply to web-based, online service, or any intangible service or product. Polaris will replace the defective product at its expense.

7.2 RETURNS BY DISTRIBUTORS (PRODUCTS RETURNED BY PERSONAL RETAIL CUSTOMERS)

If a personal retail customer returns a product to the distributor from whom it was purchased, the distributor may return it to the Company for an exchange or replacement (the distributor returning the product is responsible for all shipping charges).

7.3 RETURN OF INVENTORY AND SALES AIDS BY DISTRIBUTORS

Upon cancellation of a distributor's Distributor Agreement, the distributor may return inventory and sales aids purchased within one (1) year prior to the date of cancellation for a refund if he or she is unable to sell or use the merchandise. A distributor may only return products and sales aids he or she personally purchased from the Company under his or her Distributor Identification Number, and which are in Resalable condition. Upon receipt of the products and sales aids, the distributor will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the distributor any commissions, bonuses, rebates or other incentives received by the distributor which were associated with the merchandise that is returned. Repurchase of inventory does NOT include any product purchased by the distributor for personal consumption or any outdated sales aids or product.

7.4 PROCEDURES FOR ALL RETURNS

The following procedures apply to all returns for refund, repurchase or exchange:

- Purchaser/customer must return product to the selling distributor at the selling distributor's expense;
- All merchandise must be returned to Polaris by the distributor or customer who purchased it directly from Polaris;
- All products to be returned must have a Return Authorization Number which will be obtained in writing from the Polaris Orders Department at orders@mypgmail.com. This Return Authorization Number must be written on each carton returned;
- Nonphysical products, such as services or online accounts, will be inactivated upon receipt of a valid cancellation/return/refund request.

The return must be accompanied by:

- A copy of the original dated retail sales receipt (if product was returned to the distributor by a retail customer); and
- The product in its original container. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement. All returns must be shipped to Polaris shipping pre-paid.

Polaris does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the distributor. It is the sole responsibility of the distributor to trace, insure, or otherwise confirm that the Company has received the shipment.

If a distributor is returning merchandise to Polaris that was returned to him or her by a personal retail customer, the product must be received by Polaris within twenty (20) days from the date on which the retail customer returned the merchandise to the distributor, and must be accompanied by the sales receipt the distributor gave to the customer at the time of the sale. No refund or replacement of product will be made if the conditions of these rules are not met.

8. DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

8.1 DISCIPLINARY SANCTIONS

Violation of the Agreement, inclusive of these policies, the Distributor Agreement, and Compensation Plan, or any illegal, fraudulent, deceptive or unethical business conduct by a distributor may result, at Polaris' discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Require the distributor to take immediate corrective measures;
- Suspension of the individual's Distributor Agreement for a period of time deemed necessary at the sole discretion of the Company; suspensions may result from, but not limited to, the following reasons: failure to respond to the Polaris Global Compliance department as requested, failure to take corrective action, or during an investigation of alleged infractions;
- Involuntary cancellation of the offender's Distributor Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which Polaris deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the distributor's Policy violation or contractual breach; and/or
- In situations deemed appropriate by Polaris, the Company may institute legal proceedings for monetary and/or equitable relief.

8.2 GRIEVANCES AND COMPLAINTS

When a distributor has a grievance or complaint with another distributor regarding any practice or conduct in relation to their respective Polaris businesses, the complaining distributor should report it, in writing, to the Polaris Compliance Department copying the Distributor they are reporting.

8.3 APPEALS OF SANCTIONS

Following the issuance of a sanction (other than a suspension pending an investigation or as a result of failure to respond/comply), the disciplined distributor may appeal the sanction to the Company. The distributor's appeal must be in writing and received by Polaris Compliance Department within fifteen (15) days from the date of Polaris' sanction notice. If the appeal is not received by Polaris within the fifteen (15) day period, the sanction will be final. The distributor must submit all supporting documentation with his or her appeal correspondence and specify in full detail the reasons why he or she believes the Company's initial determination was erroneous. This report should include all

supporting evidence. If the distributor files a timely appeal of the sanction, the Company will review and reconsider the sanction, consider any other appropriate action and notify the distributor in writing of its decision.

8.4 ARBITRATION

In the event that a dispute arises between the parties relating to either the terms of this agreement or the parties' relationship in general, either party may serve notice that it desires to have the dispute mediated by a mediator selected in accordance with the procedures of the American Arbitration Association, or as agreed by the Parties to the dispute. Once elected, the parties must allow a minimum of sixty (60) days to resolve the dispute through mediation. If the dispute is not resolved through mediation, then it shall be submitted to final and binding arbitration by a committee of arbitrators (one appointed by Company, one appointed by distributor and one appointed by two so appointed). The arbitrators will abide by the rules of the American Arbitration Association and judgment may be obtained on the award in any court of competent jurisdiction. Any mediation and arbitration will be conducted in Phoenix, Arizona. The parties hereby knowingly, voluntarily and irrevocably waive their right to trial by jury and agreed that if the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular dispute, then such dispute shall be decided solely by a judge, without the use of a jury, sitting in a court of competent jurisdiction in Phoenix, Arizona.

8.5 GOVERNING LAW, JURISDICTION AND VENUE

Jurisdiction and venue of any matter not subject to arbitration shall reside in Phoenix, Arizona, unless the laws of the state in which a distributor resides expressly require the application of its laws, in which case that state's law shall govern all issues relating to jurisdiction and venue. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Arizona shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a distributor resides expressly require the application of its laws.

9. ORDERING

9.1 PURCHASING POLARIS PRODUCTS

Each distributor should purchase his or her products directly from Polaris for the purpose of resale.

9.2 GENERAL ORDER POLICIES

Orders payable by wire transfer with invalid or incorrect payment amounts or information will not be processed. Polaris will attempt to contact the distributor by phone, and/or email to try to obtain another payment or additional information. If these attempts are unsuccessful after five (5) working days the order will be canceled as unprocessed. No C.O.D. orders will be accepted. Polaris maintains no minimum order requirements. Orders for products and sales aids may be combined.

9.3 SHIPPING AND BACKORDER POLICY

Polaris will normally ship products within one (1) business day from the date on which it receives payment; the order processing date. Polaris will ship any part of an order currently in stock. If, however,

an ordered item is out-of-stock, it will be placed on backorder and sent when Polaris receives additional inventory. Unless disclosed and agreed to by the customer at the time of sale, if an item is out of stock and unavailable for shipment Polaris will notify distributors and customers if items are backordered and are not expected to ship within thirty (30) days from the date of the order. An estimated shipping date will also be provided. Backordered items may be canceled upon a distributor's request. Distributors may request a refund, credit on account, or replacement merchandise for canceled backorders.

9.4 CONFIRMATION OF ORDER

A distributor and/or customer of an order must confirm that the product received matches the product listed on the shipping invoice, and is free of damage. Failure to notify Polaris of any shipping discrepancy or damage within thirty (30) days of shipment will cancel a distributor's right to request a correction.

9.5 INSUFFICIENT FUNDS

It is the responsibility of each distributor to ensure that there are sufficient funds or credit available in his or her account to cover any Polaris subscription services to which they have subscribed. Polaris will send notice of failed attempts to collect to the email on file in the distributors account; Polaris is not responsible for disruption in service due to non-payment or inability to contact the subscriber.

9.6 PAYMENT METHOD

Polaris will only accept wire transfers as form of payment for all Polaris products with the exception of the DVD movies, training materials, Super Saturday, annual renewal fees, and subscription services which are payable by credit or debit card ONLY. The Selling Distributor is responsible for all banking fees associated with wire transfers.

9.7 RESTRICTIONS ON THIRD PARTY USE OF CREDIT CARDS AND BANK ACCOUNT ACCESS

Distributors shall not permit other distributors or customers to use his or her credit card, or permit debits to their bank accounts, for the purpose of enrollment or to make purchases from the Company.

9.8 SALES TAXES

The consideration for any supply made under or in connection with this Agreement which includes Sales Tax, under local, state or federal tax law where applicable.

9.8.1 Where this Agreement requires the first party to reimburse or indemnify the second party for any expenses, loss or outgoings (reimbursable expense) the amount required to be paid by the first party will be the sum of:

- (a) The amount of the reimbursable expense net of input tax credits (if any) to which the second party is entitled in respect of the reimbursable expense (net amount); and
- (b) If the second party's recovery from the first party is a taxable supply, any tax payable in respect of that supply.

9.8.2 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the second party to claim any input tax credit,

adjustment or refund in relation to any amount of sales tax paid or payable pursuant to any supply made under or in connection with this agreement.

10. INACTIVITY AND CANCELLATION (TERMINATION)

10.1 EFFECT OF CANCELLATION (TERMINATION)

So long as a distributor remains active and complies with the terms of the Distributor Agreement and these Policies, the distributor is considered active and in good standing and is eligible to participate in the Compensation Plan. A distributor's bonuses and commissions constitute the entire consideration for the distributor's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a Marketing Organization). Following a distributor's non-renewal of his or her Distributor Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Distributor Agreement (all of these methods are collectively referred to as "Cancellation"), the former distributor shall have no right, title, claim or interest to the Downline Marketing Organization which he or she operated, or any commission or bonus from the sales generated by the Marketing Organization. Distributors waive any and all rights, including, but not limited to, property rights, in the Marketing Organization which they may have had.

Following a distributor's cancellation of his or her Distributor Agreement, the former distributor shall not hold him or herself out as a Polaris distributor and shall not have the right to sell Polaris products or services.

A distributor whose Distributor Agreement is cancelled shall receive any outstanding compensation due him/her up to the date of cancellation.

10.2 INVOLUNTARY CANCELLATION (TERMINATION)

A distributor's violation of any of the terms of the Agreement, including any amendments that may be made by Polaris in its sole discretion, may result in any of the sanctions listed in the Agreement, including, but not limited to, the involuntary cancellation of his or her Distributor Agreement. In addition, Polaris may terminate the status of any Distributor as of the expiration of the initial term or renewal term at its sole discretion, with or without cause, by written notice to the Distributor, given more than 30 days prior to the expiration. Cancellation shall be effective on the date on which written notice is mailed, e-mailed, faxed or delivered to an express courier, addressed to the distributor's last known address, email address or that of his or her attorney, or when the distributor receives actual notice of cancellation, whichever occurs first. Polaris reserves the right to withhold and/or permanently retain funds depending on the individual circumstances surrounding each case.

10.3 VOLUNTARY CANCELLATION

A Polaris independent distributor has a right to cancel this Agreement at any time, regardless of reason. Cancellation must be submitted in writing to the Company at contact@mypgmail.com. The written notice must include the distributor's signature, printed name, address and Distributor Identification Number. Upon cancellation of the distributor agreement, subscription to Directline, Lead Manager, or Online Business Manager as applicable will be canceled as of the cancellation date.

10.4 SUSPENSION

Polaris may immediately suspend the status of any Distributor for cause. "Cause" means and includes (a) any violation of the Distributor Agreement which incorporates these Policies and Procedures, all of which may be amended from time to time, (b) any wrongful taking of property from Polaris or a Polaris Distributor, (c) any act of dishonesty regarding Polaris or a Polaris Distributor, (d) the commission of a felony or act of moral turpitude, or (e) the use or sale of illegal drugs or excessive use of alcohol or other personal conduct which, in the reasonable opinion of Polaris, may reflect adversely on Polaris. Each Distributor acknowledges that Polaris has a legitimate and substantial interest in requiring high standards of integrity and responsibility from its Distributors.

10.5 PROCEDURE FOR INVOLUNTARY TERMINATION OR SUSPENSION

Polaris may, in its sole discretion, suspend or cancel a Distributor's Agreement for Cause. Suspension may be any time up to a period of one year (at the sole discretion of Polaris). Polaris may delegate the authority to determine whether Cause exists and whether to suspend or cancel a Distributor's Agreement. Suspension or termination shall be effective as of the date the notice is mailed to the Distributor as shown on the records of Polaris. Notification will be mailed electronically to the email address listed in the Distributors account; in the event an email is undeliverable, notification will be mailed through the postal service to the address listed in the Distributor's account. Polaris Global is not responsible for outdated information as it is the responsibility of each Distributor to provide Polaris the most current contact information.

10.6 EFFECT OF SUSPENSION

If a Distributor is suspended for cause, (a) the Distributor shall not be entitled to act as or receive any of the benefits of a Distributor for Polaris for the term of the suspension, (b) the Distributor shall not be entitled to receive any compensation as a Distributor during the suspension period, including without limitation any Directors Bonus, Retail Profit or Sales Incentive (except payments that may have been due for periods prior to the suspension). Polaris reserves the right to off-set losses it may have suffered due to the actions of the Distributor against any compensation that may be due to the Distributor at the time of suspension; and (c) the Distributor's sponsored downline organization, for the period of suspension, will be moved up to the next sponsor in the suspended Distributor's upline and will remain there during the term of suspension. The suspension of a Distributor shall be effective on the date written notice is mailed, emailed, faxed or delivered to an express courier, addressed to the distributor's last known address, email address or that of his or her attorney, or when the distributor receives actual notice of cancellation, whichever occurs first. Polaris reserves the right to withhold and/or permanently retain funds depending on the individual circumstances surrounding each case.

10.6.1 VOLUNTARY SUSPENSION

A Distributor whose distributor status is in good standing and is unable or unwilling to perform/fulfill his/her obligations as set forth in the Distributor Agreement may place themselves on voluntary

suspension. Upon suspension, any downline will permanently roll up to the next qualified upline director. A Distributor on voluntary suspension must adhere to the terms and conditions of their distributor agreement during their suspension; violation of the Distributor Agreement while on suspension may result in Disciplinary Sanctions being taken against them. A Distributor may return to active status at any time provided they are in good standing; Distributor will remain under their respective upline Director at each level; Distributor will retain qualification at all levels achieved.

10.7 NON-CONTINUATION

A distributor may also voluntarily cancel his or her Distributor Agreement by failing to renew the Agreement on its anniversary date.

10.8 COOLING OFF RULE/PERIOD

Notwithstanding the Company's retail customer guarantee policy and in accordance with the FTC Cooling Off Rule, which requires statutory language and notice of cancellation on the sales receipt, all sales are subject to a Ten-day right of rescission beginning on the date the Customer signs the purchase agreement either electronically or physically; date of sale. Montana residents are provided a 15 calendar day cooling-off period for any consideration given to participate.

10.8.1 All solicited sales shall provide for a 10 business day right of rescission, under No penalty and providing a full refund if notice of cancellation is received within 10 business days of the date of sale and ending after the 10th business day has passed, which must be orally explained to the customer and the customer must receive two copies of the notice of cancellation form.

10.8.2 All unsolicited sales made in Australia, the Uk, or Europe, shall provide for a ten clear business day right of rescission beginning on the date both parties sign the purchase agreement and end after the 10th business day from this date has passed. All agreements must include, appearing on the front page of the purchase agreement: ***Important Notice to Consumer: You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.***

All product(s) purchased cannot and will not be supplied nor payment accepted for 10 clear business days of the date of this agreement.

DEFINITIONS

“ACTIVE” DISTRIBUTOR STATUS: An independent business owner’s status; anyone whose distributor agreement has been accepted by the Company, is in good standing and has fulfilled the provisions of this Agreement.

AGREEMENT; DISTRIBUTOR AGREEMENT: The contract between the Company and each distributor includes the Polaris Global Distributor Agreement, the Polaris Compliance Guide- a statement of Policies and Procedures, and the Polaris Leading Edge Compensation Plan, all in their current form and as amended by Polaris in its sole and unfettered discretion. These documents are collectively referred to as the “Agreement.”

ASSOCIATE: see “Distributor”.

BUSINESS MANAGER: A function of a monthly recurring subscription, online business manager, that provides critical data relating to the identities of distributors, sales information and enrollment activity of each distributor’s Marketing Organization, training tools and other necessary information and tools to manage your Polaris business. This service includes ‘trade secrets’ and ‘proprietary information’ which is not to be disclosed to anyone other than the subscriber.

COMPANY: The term “Company” as it is used throughout the Agreement means the Polaris Global company with whom the distributor entered into the Polaris Global Distributor Application and Agreement.

CONFIDENTIAL INFORMATION: Any of the trade secrets or confidential information of the Company including but not limited to information of or used by the Company relating to its selling system, its operations and affairs in general, information regarding downline representatives or customers.

COOLING OFF PERIOD: The period of time, 10 business days from the date of purchase/contract, in which the purchaser may opt out of the contract/agreement at no penalty.

CREDITS: The Company may issue a credit to a distributor/customer. Credits are issued in USD amounts and are redeemable for a period of 12 months from the date of issuance. Credits may be used toward the purchase of Polaris products or subscription services.

CROSS SOLICITATION: Any actual or attempted solicitation, introduction of or mention of participation in, enrollment or encouragement or any effort to influence, or persuade in any way, either directly, or through a third party, another Polaris distributor or retail customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes cross-promotion/recruitment even if the Distributor’s actions are in response to an inquiry made by another Distributor or retail customer.

CUSTOMER: Anyone purchasing Polaris products or services for personal use; end consumer.

DIRECTOR: An active distributor/associate who, in accordance with the Compensation Plan, is qualified at a particular product level; a wholesaler of Polaris Global products.

DISCIPLINARY SANCTION: Corrective action of the Company against a Distributor resulting from his/her breach or violation of the Agreement.

DISTRIBUTOR: An independent business owner who has entered into the “Agreement” with Polaris Global and who has an “Active Distributor Status”; a retail agent. Distributors may also be referred to as an ‘Associate’, ‘Distributor’, ‘Polaris Business Owner’ or any other term used to define or reference any person.

DOWNLINE: See “Marketing Organization.”

ENROLLER/SPONSOR: A distributor who personally recruits another distributor and places the new distributor in his or her downline. The Enroller of a new distributor may also be the new distributor’s Sponsor.

IMMEDIATE HOUSEHOLD: Heads of household and dependent family members residing in the same house.

INCIDENT REPORT: A written report, submitted to the Polaris Compliance Department, inclusive of names, dates, and details of an incident.

LINE: Also called leg.

* A part of your Downline that starts with someone sponsored by you and continues below that sponsorship.

* A part of your Upline that starts with your enroller/sponsor and continues up that sponsorship.

MARKETING ORGANIZATION: The customers and distributors, collectively, who are sponsored below a particular distributor. A Director may sponsor and/or have an unlimited number of customers and/or distributors in his/her organization.

NOTARIZED: A document is notarized if the execution of it is either witnessed by a Notary Public or by a lawyer who adds his or her full name, address and telephone number so they can be contacted later for verification of signing.

OFFICIAL POLARIS MATERIALS: Company literature, broadcasts, audio or video tapes, splash pages, and other materials developed, printed, published and/or distributed or made available to distributors.

a **POLARIS BUSINESS:** In accordance with the Distributor Agreement, a distributor’s independent business.

RESALABLE: Products and sales aids are “Resalable” if each of the following elements are satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) products are returned to Polaris within one (1) year from the date of purchase; (5) the product expiration date has not elapsed; (6) products or sales aids are not outdated or obsolete. Any merchandise that was identified at the time

of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable. Products purchased for personal consumption are not eligible for repurchase nor are they 'resalable'.

RIGHT OF RESCISSION: see "Cooling Off Period".

SALES AIDS: Company generated marketing aids available to distributors via their business manager or for purchase.

SOLICITED SALE; UNSOLICITED SALE: A sale is determined to be a solicited or unsolicited sale from the perspective of the Consumer and is dependent upon whether the sale was made with or without the invitation of the Consumer. Sales made with invitation from the Consumer to the Seller/Supplier are considered to be 'solicited sales'; sales made without invitation from the Consumer to the Seller/Supplier are considered to 'unsolicited sales'.

SOCIAL MEDIA: Any network service or platform which allow a network of contacts or friends; examples would be Facebook, Twitter, Pinterest, LinkedIn, Tumblr, etc.

SPONSOR: The distributor who is your direct upline. The Sponsor of a new distributor may also be the new distributor's Enroller.

SUBSCRIPTION SERVICES: Polaris Global offers its distributors at cost business management tools. These services are recurring monthly subscriptions to the Directline, Lead Manager and Online Business Manager. The services include training and marketing calls, lead management system and online business management.

SUGGESTED RETAIL PRICE: The retail price suggested by the Company for the retail resale of Polaris products and services.

VIOLATION: Breach, default and violation; an actual or alleged transgression or violation of any part of the Agreement.

WHOLESALE PRICE: The wholesale price suggested by the Company for wholesale sales.

£200 / 7 DAY RULE: Applies to applicants who reside in the UK who sign up to participate in Polaris' compensation plan (e.g. distributors). The maximum amount that the company or a sponsor or any other person already in the plan can accept from a new joiner during the first 7 days from the time that the new joiner signs up is £200; inclusive of any starter-up kit, training materials, products, etc.*

**sales procedures regarding the 7/day rule may be found in the UK/Europe Compliance Guide.*

Know Your Advantage



POLARIS
GLOBAL

COMPLIANCE GUIDE UK EUROPE; A STATEMENT
OF POLICIES AND PROCEDURES

UK and Europe | Compliance Department 2015

Polaris Global™ Compliance Guide

A STATEMENT OF POLICIES & PROCEDURES

United Kingdom and Europe

Compliance Department

January 2015

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DEFINITIONS

1. INTRODUCTION

1.1 POLICIES INCORPORATED INTO DISTRIBUTOR APPLICATION AND AGREEMENT

These Policies and Procedures (hereafter “Policies”), in their present form and as amended at the sole discretion of Polaris Global (hereafter “Polaris” or the “Company”) with whom the distributor entered into the Polaris Global Distributor Application and Agreement (hereafter “Distributor Agreement”, or “Agreement”), are incorporated into, and form an integral part of, the Distributor Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Distributor Agreement, these Policies, and the Polaris Advantage Leading Edge Compensation Plan (hereafter “Compensation Plan”). These documents are incorporated by reference into the Distributor Agreement (all in their current form and as amended by Polaris). It is the responsibility of each distributor to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring/enrolling a new distributor, it is the responsibility of the sponsoring/enrolling distributor to provide the most current version of these Policies to the applicant prior to his or her execution of the Distributor Agreement.

1.2 PURPOSE OF POLICIES

Polaris has developed the following guidelines to assist in the success of the Company and its Independent Distributors. These Policies will help provide the following benefits:

Protect the rights of all Independent Distributors by providing a framework within which each Independent Distributor may work in an ethical, effective and safe manner.

Provide an equal and level playing field of opportunity to all Polaris Distributors.

Define the contractual relationship between Polaris and its Distributors.

Inform Distributors regarding compliance issues and regulatory requirements. Polaris requires that all Distributors understand and abide by these Policies and Procedures as we work together in promoting the Polaris products and opportunity.

1.3 CHANGES TO THE DISTRIBUTOR AGREEMENT, POLICIES AND PROCEDURES, OR COMPENSATION PLAN

Because federal, state, and local laws, as well as the business environment, periodically change, Polaris reserves the right to amend the Agreement and the prices in its Polaris Product Price List in its sole and absolute discretion. By signing the Distributor Agreement, a distributor agrees to abide by all amendments or modifications that Polaris elects to make. Notification of amendments shall appear in Official Polaris Materials. Amendments shall be effective upon publication in Official Polaris Materials, including but not limited to, posting on the Director’s home page, E-mail distribution, announcement on

the live training calls, or any other commercially reasonable method. The continuation of a distributor's Polaris business or a distributor's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

1.4 DELAYS

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

1.5 POLICIES AND PROVISIONS SEVERABLE

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

1.6 TITLES NOT SUBSTANTIVE

The titles and headings in the Agreement are for reference purposes only, and do not constitute, and shall not be construed as, substantive terms of the agreement.

1.7 WAIVER

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

2. BECOMING A DISTRIBUTOR

2.1 RULES OF CONDUCT

Each Distributor promises to:

Handle themselves and their business dealings honestly, morally, and legally.

Keep their activities honorable to reflect well of themselves and of Polaris.

Speak well of Polaris, as well as competitors.

Honestly present the product in keeping with what is set forth in the Polaris literature including reference to results and benefits.

Explain the Compensation Plan honestly and completely as set forth in the Polaris materials. Except as specifically authorised in writing by Polaris, make no statement as to income potential of the Polaris Compensation Plan, nor make any statement as to specific income or revenue figures that can be earned by a Distributor.

Take their enroller/sponsor and upline responsibilities seriously including readily training, aiding, and supporting those in their downline.

Abide by the Product guarantee and return policies for both personal purchases and sales to customers; holding aside all retained profits, commissions and bonuses for the applicable cooling off and refund periods.

Respect the professional relationships between Polaris and any of its featured speakers, personalities, advisors, endorsers or affiliates by speaking of them appropriately as set forth in the Polaris policies and refraining from making contact with them.

Direct all media inquiries to Polaris; a Polaris Distributor does not have authorisation to communicate with any media personnel on behalf of Polaris for any reason.

Maintain a healthy distance between other Sponsors and Enrollees to avoid a conflict of interest.

Adhere to the agreement between themselves and Polaris as set forth in all Polaris policies and applications.

Conduct their business professionally to help protect the Polaris opportunity for all.

2.2 REQUIREMENTS TO BECOME A DISTRIBUTOR

To become a Polaris distributor, each applicant must:

- Be of minimum legal age in their state and country of operation to enter into an enforceable contract; no less than 18 years of age;
- Reside in the United States, Australia, New Zealand or other countries where Polaris is doing business;
- Submit a properly completed and signed Distributor Application and Agreement to Polaris via the online enrollment process (the Company reserves the right to reject any applications for new distributorships or applications for renewal at its sole discretion); and purchase an at cost distributor Start-up Kit;
- A person who is not old enough in their state or country of operation to enter into an enforceable contract may not be a Polaris distributor. Distributors shall not enroll or recruit such persons into the Polaris program.

2.3 INVENTORY AND START-UP KIT

No person is required to purchase Polaris products or services to become a distributor. However, to familiarise new distributors with Polaris products, services, sales techniques, sales aids, the purchase of a distributor Start-up Kit is required, where permitted by law; this kit is offered 'at cost' to the distributor. This kit includes a one month subscription to the online business manager service which includes access to the Polaris business manager system itself and also provides a customisable company website; purchase of this kit also includes an automatic recurring subscription to the online business manager subscription in the amount of 39.95USD per month which will be billed to your credit card on file. You may cancel this subscription at any time; continued subscription of the online business manager is not mandatory nor a condition of this Agreement. Requests to cancel must be received by the Company in writing; subscriptions@mypgmail.com.

2.4 DISTRIBUTOR BENEFITS

Once a Distributor Agreement has been accepted by Polaris the benefits of the Compensation Plan and the Distributor Agreement are available to the new distributor. The Distributor is authorised, but not obliged, to purchase and re-sell the products of the company subject to the terms of the Agreement. Distributor benefits, upon qualification, include the right to:

- Retain the retail profit on personally purchased products and services, paying only the wholesale price;
- Retail Polaris products or resell services as explained in the Compensation Plan; described on the Polaris website and shopping cart, and profit from these sales;
- Participate in the Polaris Compensation Plan (receive director bonus and/or retail profit, if eligible);
- Sponsor/enroll other individuals as retail customers or distributors into the Polaris business and thereby build a Marketing Organisation and progress in accordance with the Polaris Compensation Plan;
- Receive periodic Polaris communications;
- Participate in Polaris-sponsored support service training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by Polaris for its distributors.

2.5 RENEWAL OF YOUR POLARIS DISTRIBUTOR AGREEMENT

The term of the Distributor Agreement is the date of its acceptance by Polaris through January 31st of the subsequent calendar year of enrollment. Distributors must renew their Distributor Agreement each year by completing the renewal process, including review of the company policies and paying an annual renewal fee as determined by the Company on or before January 31st of every year; the renewal period will begin each year on January 1st. Such renewal fee funds are consideration for the Company's provision to the Distributor for ongoing sales and marketing materials, support in written, electronic, audio, video and online media formats. If the renewal fee is not paid within thirty one (31) days after the expiration of the current term of the Distributor Agreement, Polaris may cancel the Distributor Agreement. Anyone entering into this Agreement on September 1st or later during any calendar year is

subject to completion of the renewal process however any renewal fee due for the first subsequent year following the year of enrollment will be waived.

3. OPERATING A POLARIS BUSINESS

3.1 ADHERENCE TO THE POLARIS ADVANTAGE LEADING EDGE COMPENSATION PLAN

Distributors must adhere to the terms of the Compensation Plan as set forth in Official Polaris Materials. Distributors shall not offer the Polaris opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official Polaris Materials. Distributors shall not require or encourage other current or prospective customers or distributors to participate in Polaris in any manner that varies from the program as set forth in Official Polaris Materials. Distributors shall not require or encourage other current or prospective customers or distributors to execute any agreement or contract other than official Polaris agreements and contracts in order to become a Polaris distributor. Similarly, distributors shall not require or encourage other current or prospective customers or distributors to make any purchase from, or payment to, any individual or other entity to participate in the Polaris Compensation Plan other than those purchases or payments identified as recommended or required in Official Polaris Materials.

3.2 ADVERTISING

All distributors shall safeguard and promote the good reputation of Polaris and its products. The marketing and promotion of Polaris, the Polaris opportunity, the Compensation Plan, and Polaris products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. Polaris specifically prohibits the use of mass unsolicited telephone autodialing, faxing, e-mail (“spam”), and “boiler-room” telemarketing operations. To promote both the products and the opportunity Polaris offers, distributors must use the sales aids and support materials produced by Polaris. If Polaris distributors develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding distributor’s good intentions, they may unintentionally violate any number of statutes or regulations affecting a Polaris business. These violations, although they may be relatively few in numbers, could jeopardize the Polaris opportunity for all distributors. Accordingly, distributors must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Polaris Compliance Department for approval prior to use; unless the distributor receives specific written approval to use the material, the request shall be deemed denied. Submissions are to be made through the company support ticket system or emailed to compliance@myppgmail.com.

3.2.1 WEBSITE AND INTERNET

The Company maintains an official corporate website. Distributors are allowed to advertise on the internet through an approved Company programs which allow Distributors to choose from among approved outside vendors and/or Company generated splash page designs that can be personalised; splash pages give the Distributor a professional, Company approved presence on the internet. Persons using Company names, logos, trademarks, etc. on the internet or any other advertising medium must

follow company rules and regulations for such use. Violation of these rules and regulation are grounds for corrective measures. If an independent Distributor creates a website, the website must be approved by the Compliance Department and must comply with all general advertising standards. No Distributor website may contain guarantees of income. No website may contain misrepresentations of products, services or opportunity. No Distributor may link an unapproved website to an approved corporate website. Depending on the content of the material, additional disclosures may be required.

Disclosures:

- Catch page disclaimer: "I wish to learn more, please contact me and provide more information about your amazing business opportunity and the award winning products and services available." (should appear in the contact/reply section of all websites);
- Privacy disclaimer: We respect your right to privacy and comply with the Information Privacy Act 2000(Vic), Federal Privacy Act, among others. Personal information voluntarily disclosed including, but not limited to, name, address, telephone number, e-mail address will not be sold, rented, swapped or otherwise disclosed and will be used by us for the purpose of contacting you with information about our products, services or business opportunity as requested;
- Income with testimonial: We offer a work from home opportunity. The testimonials used are actual results of the individual and are exceptional results which may not apply to the average Associate and are not intended to represent or guarantee that anyone will achieve the same or similar results. Your results may vary and will be based on your individual experience, effort and desire. There are no guarantees concerning the level of success you may experience. We cannot guarantee your future results or success as in business there are unknown risks that we cannot foresee.
- Income only: We offer a work from home opportunity. Your results may vary and will be based on your individual experience, effort and desire. There are no guarantees concerning the level of success you may experience. We cannot guarantee your future results or success as in business there are unknown risks that we cannot foresee.
- Risk: Internet businesses and earnings derived therefrom, have unknown risks involved, and are not suitable for everyone. Making decisions based on any information presented in our products, services, or web site, should be done only with the knowledge that you could experience significant losses, or make no money at all. Only risk capital should be used.
- Risk: Being a business owner is not suitable for the risk adverse or individuals who are or ever have been mentally unstable or unwell or do not have the ability to handle the inevitable stress that results from taking on a new business venture.
- Income and results: While Polaris offers training and support for its Independent Distributors, Polaris, including Polaris Distributor leadership, cannot make someone successful. The business model, support structure and tools do cannot make you successful without your substantial and sustained effort. All Distributor successes are the result of their own hard work and tenacity and a willingness to accept the responsibility for learning new skills and developing themselves as a business professional and leader.

General Standards of Advertising include:

- All communications must be truthful, fair and accurate.
- Guarantees or promises of specific results are prohibited.
- Exaggerated, unwarranted, misleading or deceptive statements are prohibited.
- No advertisement may imply that a “job” or “position” is available;
- Income disclosure and a privacy statement are required on all websites and certain marketing campaigns;
- It is prohibited to use any public verbal or written statement on behalf of the company. This could be construed as a reflection of the official position of the Company.

3.2.2 ADVERTISING/MARKETING OF POLARIS GLOBAL MEDIA DOCUMENTARIES

Advertising/Marketing of the Documentary DVD'S produced by Polaris Global Media: Polaris Global distributors may sell the PGM documentary DVD's by becoming a Polaris Global Media 'affiliate'; ptsd-info.com. The use of movie titles, names of The Directors and Producers, images of the videos cover/jacket and any other pertinent information required to successfully market/retail these DVD'S in independent websites, social media, advertisements, flyers and banners is permissible. ALL Independent marketing MUST be submitted to the compliance department for approval prior to publication. You may submit your requests to compliance@mypgmail.com or submit a support ticket to compliance. The use of the above mentioned trademarks, names, titles, company name and copyright materials is ONLY permissible with regard to the Documentaries produced by Polaris Global Media. Such marketing and advertising is not permitted for any other products or educational materials/products.

3.2.3 BUSINESS CARDS AND STATIONERY

Any printed materials, including business cards and stationery, must be approved by the Company in advance. Criteria for approving these materials will include a judgment regarding the quality of the materials as well as properly setting forth the independent status of the Distributor.

3.2.4 COMPLIANCE TO GOVERNING LAW

Distributors who are operating another home based business, network marketing business, MLM business or any other business that provides an income opportunity governed by the same laws and rules as direct selling / network marketing / Multi-Level Marketing, must operate that business in accordance of the regulations set forth by the ACCC, FTC and other governing bodies and with the same standard of ethics, professionalism and compliance as set forth in this agreement. This would include personal conduct and behaviour, marketing, advertising and presentation of the opportunity.

3.3 PARTICIPATION IN POLARIS' CORPORATE MARKETING EFFORTS

Polaris encourages distributor participation in the Company's marketing efforts and distributors may submit their marketing ideas to the Company. Likewise, distributors are encouraged to participate in all Company-sponsored telephone calls to interact and share ideas with Company leadership as well as

other distributors. All submissions to the Company, including those coming by way of verbal participation in Company-sponsored telephone calls, become the property of Polaris. All Company-sponsored telephone calls are copyrighted material owned by Polaris and are intended for distributors' individual use. Any rebroadcast, reproduction or distribution of this copyrighted material without the express written consent of Polaris is prohibited.

3.3.1 £200 / 7 DAY RULE

The "£200 / 7 day rule" applies to applicants who reside in the UK who sign up to participate in Polaris' compensation plan (e.g. distributors). The maximum amount that the company or a sponsor or any other person already in the plan can accept from a new joiner during the first 7 days from the time that the new joiner signs up is £200; inclusive of any starter-up kit, training materials, products, etc.

The "£200 / 7 day rule" does not apply to sales to retail customers, whether solicited or unsolicited. The rule only applies to sales to people who sign up to participate in your compensation plan (e.g. distributors). For distributors, the rule does not just apply to product sales - £200 is the maximum amount that the company or a sponsor or any other person already in the plan can accept from a new joiner during the first 7 days from the time that the new joiner signs up, so that includes any joining fee, starter kit, training materials, samples etc.

3.4 TELEMARKETING TECHNIQUES

The use of any automated telephone solicitation equipment or "boiler-room" telemarketing operations in connection with the marketing or promotion of Polaris, its products or the opportunity, is prohibited.

The Federal Trade Commission, ACCC, Australian Consumer Law, among others, each has laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although the Company does not consider distributors to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties. Therefore, distributors must not engage in telemarketing in the operation of their Company businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Company product or service, or to recruit them for the Company opportunity. "Cold calls" made to prospective customers or distributors that promote either Company products or services or the Company opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or distributor (a "prospect") is permissible under the following situations but should be advised that if a sale of good or services is a result, it could be considered an unsolicited sale and must be processed according to the governing regulations (3.4.1., 3.4.2):

a) You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three (3) months. Bear in mind, however, that if you make a habit of "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.

b) The prospect's personal inquiry or application regarding a product or service offered by the distributor, within the three (3) months immediately preceding the date of such a meeting.

c) If the distributor has an established business relationship with the prospect. An "established business relationship" is a relationship between a distributor and a prospect based on the prospect's purchase, rental or lease of goods or services from the distributor, or a financial transaction between the prospect and the distributor within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.

d) If the distributor receives written and signed permission from the prospect authorizing the distributor call, the authorisation must specify the telephone number(s) which the distributor is authorized to call.

e) In addition, distributors shall not use automatic telephone dialing systems relative to the operation of their Company businesses. The term "automatic telephone dialing system" means equipment which has the capacity to (a) store or produce telephone numbers to be called, using a random or sequential number generator, and (b) to dial such numbers.

3.4.1 DEFINITION OF SOLICITED SALES AND UNSOLICITED SALES

"A sale is determined to be a solicited or unsolicited sale from the perspective of the Consumer and is dependent upon whether the sale was made with or without the invitation of the Consumer. Sales made with invitation from the Consumer to the Seller/Supplier are considered to be 'solicited sales'; sales made without invitation from the Consumer to the Seller/Supplier are considered to 'unsolicited sales'.

*Purchases made from a retail store, kiosk, trade show **or that are a result of a Consumer responding to advertising and/or requesting information are examples of 'solicited sales'** as the Consumer has solicited goods or services from the Seller/Supplier.*

Purchases made as a result of telemarketing, doorstep selling, spam email, home parties (un less disclosure of intent to sell has been made), or any other uninvited sales method are considered to be 'unsolicited sales'. A sale will also be considered an 'unsolicited sale' as follows:

The Consumer / Customer give his / her contact details to the supplier for the purpose (for example, direct sale career opportunity) and then the supplier contacts the Customer for another purpose (this could be in addition to or in place of the purpose such as promoting products)

Or The Consumer / Customer returns a missed call from the Supplier or responds to any unsuccessful attempt from the Supplier to contact the Customer (this could be construed in ways other than the obvious as no mention of whether the Consumer or the Supplier made the initial contact). For the purpose of the following, it is perceived that implied initial contact is made by Supplier."

3.4.2 UNSOLICITED SALES REGULATIONS

Any sale determined to be an unsolicited sale, must adhere to governing regulations. A Seller/Supplier can't promote goods or services on a Sunday. If Customer wants to purchase goods or services, Seller must:

- tells Customer (s)he wants to sell products;
- advises Customer that if (s)he requests, Seller must immediately leave;
- tells Customer her/his name and address;
- If Customer asks Seller to leave, (s)he must leave and not approach Customer about any goods or services available from the Company she solicited to the Customer for at least 30 days but she can contact Customer about another company's products during that period.

Seller must follow these terms:

- Customer can cancel her purchase within 10 clear business days;
- Customer must be informed of this right and how to cancel the agreement;

Customer must be told that products can't be supplied nor payment accepted for 10 clear business days, and she must also be given this information in writing; this information has to be "attached" to the purchase agreement, transparent (clear, plain, understandable language) and in the most prominent text except for Seller's name or logo.

- Seller and Customer must each sign the purchase agreement and Customer immediately be given a copy, and both also have to sign any alteration.
- Seller must be sure the purchase agreement conspicuously, prominently and transparently sets out her name, her ABN or ACN, business (her residential) address, email address and fax number;
- Sets out the "full terms" of the agreement including the purchase price (s.79(a)(i)) and any her right to cancel the agreement, and includes this text:

Important Notice to Consumer

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

- The front page is signed by Customer and dated.
- Seller must also ensure Customer gets a notice that she can use to cancel the agreement, and is in a form approved by the Minister.
- If Customer decides to cancel the agreement she doesn't have to use the approved notice and can otherwise cancel the agreement in writing or orally.

3.5 TRADEMARKS AND COPYRIGHTS

The name Polaris Global, Polaris Global Marketing, Polaris Global Media and other names as may be adopted by Polaris are proprietary trade names, domain names, trademarks and service marks of Polaris. As such, these marks are of great value to Polaris and are supplied to distributors for their use only in an expressly authorised manner. Use of the Polaris name or any form thereof, including their use as or within Internet domain names, on any item not produced by the Company is prohibited. Use of the company name is permitted on business cards, email and stationary signatures or headers as follows:

Distributor's Name

Independent Polaris Global™ Distributor

Written approval from the Company must be acquired prior to the use of "Polaris" and/or any of Polaris' product names or likeness in his or her advertising, the distributor must identify the mark as the property of Polaris Global Marketing, LLC. All distributors may list themselves as an "Independent Polaris Distributor" in the white or yellow pages of the telephone directory under their own name. No distributor may place telephone directory display ads using Polaris' name or logo. Distributors may not answer the telephone by saying "Polaris", "Polaris Global", or in any other manner that would lead the caller to believe that he or she has reached Corporate Offices of Polaris. Distributors may not produce for sale, or any other purpose, any recorded Company events and speeches without written permission from Polaris; nor may distributors reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations. In accordance with a distributor's strict adherence to the foregoing instruction on the use of Polaris trademarks, Polaris grants to each distributor so adhering, a nonexclusive license (without any right to sub-license) to use said marks. Said license may be revoked at any time at the discretion of Polaris. The Distributor agrees to notify Polaris promptly of any actual or suspected infringement of the intellectual property.

3.6 MEDIA AND MEDIA INQUIRIES

Distributors must not attempt to respond to media inquiries regarding Polaris, its products or services, or their independent Polaris business. All inquiries by any type of media must be immediately referred to the Polaris Corporate Office; contact@mypgmail.com or 480-522-1024 ext. 103.

3.7 CHANGES TO A POLARIS BUSINESS

Distributors must immediately notify Polaris of all changes to the information contained on his or her

Distributor Agreement. Distributors may modify their existing Distributor Agreement (i.e. change the form of ownership from an individual proprietorship to a Business Entity owned by the distributor) by submitting a written request, and appropriate supporting documentation.

3.8 ADDITION OF CO-APPLICANTS

When adding a co-applicant (either an individual or a business entity) to an existing Polaris business, the Company requires a written request as well as a properly completed Distributor Agreement and signatures. To prevent the circumvention of the “Sale, Transfer or Assignment of Polaris Business” section (regarding transfers and assignments of Polaris business), the original applicant must remain as a party to the original Distributor Agreement. If the original distributor wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with the “Sale, Transfer or Assignment of Polaris Business” section of these Policies. If this process is not followed, the business shall be canceled upon the withdrawal of the original distributor. Any bonus or commission cheques due will be sent to the address on record of the original distributor. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in “Change of Sponsor” section of these Policies.

Polaris may, at its discretion, require Notarized documents before implementing any changes to a Polaris business. Please allow thirty (30) days after the receipt of the request by Polaris for processing.

3.9 CHANGE OF SPONSOR

The transfer of a Polaris business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the Polaris Corporate Office, and must include the reason for the transfer. Transfers will only be considered in the following three (3) circumstances:

- Within ten (10) business days of enrollment date, the distributor seeking to transfer submits a properly completed Sponsorship and Enroller Transfer Form which includes the signature of the distributor seeking to transfer, the signature of the original Sponsor/Enroller.
- In cases involving fraudulent inducement or unethical sponsoring, a distributor may request that he or she be transferred to another organisation with his or her entire Marketing Organisation intact. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case by case basis, and must be submitted to the Company in writing within sixty (60) days from the enrollment date. The request must include a detailed description, supporting evidence or documentation, of why the distributor believes his or her enrollment was fraudulently induced.
- The distributor seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of all parties whose income will be immediately affected by the transfer. All distributor signatures must be notarised. Transferring distributors must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by Polaris for processing and verifying change requests. A transferring distributor’s downline shall remain in the original genealogy

and shall not be moved with the transferring distributor; however Polaris reserves the right to make downline genealogy changes at its discretion for reasonable business purposes.

3.10 CANCELLATION AND RE-APPLICATION

A distributor may legitimately change organisations by voluntarily canceling his or her Polaris business and remaining inactive (i.e., no purchases of Polaris products for resale, no sales of Polaris products, no sponsoring, no attendance at any Polaris functions, with the exception of Company conferences to which tickets were purchased by the distributor, as a customer, for personal use, participation in any other form of distributor activity, or operation of any other Polaris business) for six (6) full calendar months. Following the six-month period of inactivity, the former distributor may reapply under a new Sponsor.

3.11 INDEMNIFICATION FOR UNAUTHORIZED CLAIMS AND ACTIONS

A distributor is fully responsible for all of his or her verbal and/or written statements made regarding Polaris products, services, and the Compensation Plan which are not expressly contained in Official Polaris Materials. Distributors agree to indemnify Polaris and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or loss of business or investment incurred by the distributor as a result of the distributor's unauthorised representations or actions. This provision shall survive the cancellation of a distributor's Agreement.

3.12 PRODUCT CLAIMS

No claims as to any products offered by Polaris may be made except those contained in Official Polaris Materials. In particular, no distributor may make any claim that Polaris products are useful in the cure, treatment, diagnosis, mitigation or prevention of any mental (or physical) condition such as anxiety, depression, among others. Such statements can be perceived as therapeutic or medical claims.

3.13 INCOME CLAIMS

In their enthusiasm to enroll prospective distributors, some distributors are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of the Polaris business model and compensation plan. This is counterproductive because new distributors may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At Polaris, we firmly believe that the Polaris income potential is great enough to be highly attractive, without reporting the earnings of others. While distributors may believe it beneficial to provide copies of cheques, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Polaris as well as the distributor making the claim unless appropriate disclosures are also made contemporaneously with the income claim or earnings representation. Because Polaris distributors may not have the data necessary to comply with the legal requirements for making income claims, a distributor, when presenting or discussing the Polaris opportunity or Marketing and Compensation Plan to a prospective distributor or otherwise, may not make income projections, income claims and only disclose his or her earning in an approved form. A distributor may, at his/her discretion, may choose to reveal or allow the company to reveal his/her

earnings for a particular time period; this does not entitle other distributors to reveal such information nor does it limit his/her ability to keep earnings from other time periods private.

3.14 COMMERCIAL OUTLETS

Polaris strongly encourages the retailing and selling of its products and services through person-to-person contact. Distributors must obtain written authorisation from Polaris prior to selling any Polaris products in a retail outlet, and Polaris retains the discretion to restrict its products from being sold in any retail location, which it does not deem acceptable.

3.15 TRADE SHOWS, EXPOSITIONS AND OTHER SALES FORUMS

Distributors may display and/or sell Polaris products at trade shows and professional expositions upon written approval from the Company. Distributors may not display and/or sell Polaris products at swap meets, garage sales, flea markets, farmer's markets, or Internet auction sites, without the prior written consent of the Company.

3.16 CONFLICTS OF INTEREST/NONSOLICITATION/CROSS PROMOTION/RAIDING

Polaris distributors are free to participate in other multilevel or network marketing business ventures or marketing opportunities. However, during the term of this Agreement, and, for a period of three (3) years following the cancellation thereof, a distributor or former distributor may not recruit nor offer for sale non-Polaris products or services to any Polaris distributor or customer for another multilevel or direct sales marketing business. Because network marketing is often conducted over the telephone and via the Internet through networks of individuals spanning the U.S. and internationally, any narrow geographic limitation on the scope of this non-solicitation policy would render it ineffective. Therefore, this policy shall apply to all countries where Polaris is doing business. The term "recruit" means actual or attempted solicitation, enrollment, encouragement or effort to influence in any way, either directly, or through a third party, a Polaris distributor or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. If the distributor or former distributor directly or indirectly responds to an inquiry by a Polaris distributor, this also constitutes recruiting. Distributors may not display Polaris products or services with any other non-Polaris products or services. Distributors may not offer the Polaris opportunity, products or services to prospective or existing customers or distributors in conjunction with any non-Polaris program, opportunity, product or service. Distributors may not offer any non-Polaris opportunity, products or services at any Polaris-related meeting, seminar, convention, or on or during any Company training platform.

3.17 SOCIAL MEDIA

At no time will a Polaris distributor knowingly promote, nor mention their involvement with, any non-Polaris opportunity on any social media site in which their account/page has social networks in which it is reasonable to assume are inclusive of other Polaris distributors. Marketing non-Polaris business opportunities, products or services on social media pages/accounts which include another Polaris distributor within its network of connections, friends or following is considered cross-promotion.

3.18 BUSINESS MANAGER

All business organisation/genealogy reports available in the distributor's business manager account and the information and intellectual property, contained therein, are confidential and constitute proprietary business trade secrets information belonging to Polaris. Business organisation information is provided to distributors in strictest confidence and is made available to distributors for the sole purpose of assisting distributors in working with their respective Marketing Organisations in the development of their Polaris business. Distributors should use the information in the business manager to manage, motivate and train their Downline distributors. The distributor and Polaris agree that, but for this agreement of confidentiality and nondisclosure and recognition of Polaris property in the Downline Activity Reports, Polaris would not provide genealogy information to the distributor. Accordingly, distributors shall not,

on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in the Business Manager to any third party;
- Use the information to compete with Polaris or for any purpose other than promoting his or her Polaris business; recruit or solicit any distributor or customer of Polaris listed on any report, or in any manner attempt to influence or induce any distributor or customer of Polaris, to alter their business relationship with Polaris;
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in the Business Manager.
- Upon demand by the Company, any current or former distributor will return the original and all copies of Downline Activity Reports to the Company. The provisions of Sections 3.17, 3.17.1, 3.17.2, shall survive the termination or cancellation of a distributor's Distributor Agreement with Polaris.

3.19 CROSS-SPONSORING

Actual or attempted cross-group sponsoring is strictly prohibited. "Cross- group sponsoring" is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current customer number or Distributor Agreement on file with Polaris, or who has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs (doing business as), assumed names, corporations, partnerships, trusts, Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a Polaris business in accordance with the "Sale, Transfer or Assignment of Polaris Business" section of these Policies.

3.20 ERRORS OR QUESTIONS

If a distributor has questions about or believes any errors have been made regarding commissions, bonuses, Genealogy or charges, the distributor must notify Polaris within sixty (60) days of the date of the purported error or incident in question. Polaris will not be responsible for any errors, omissions or problems not reported within sixty (60) days.

3.21 EXCESS INVENTORY PURCHASES PROHIBITED

Distributors are not required to carry inventory of products or sales aids. Distributors who do so may find making retail sales and building a Marketing Organisation somewhat easier because of the decreased response time in fulfilling customer orders or in meeting a new distributor's needs. Each distributor must make his, or her, own decision with regard to these matters. To ensure that distributors are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to Polaris upon the distributor's cancellation or termination pursuant to the "Return of Inventory and Sales Aids by Distributors" section of these Policies. Distributors may not purchase more inventory than they can reasonably resell or consume in a month, nor may they encourage others to do so.

3.22 RIGHT OF PUBLICITY

Distributors authorise Polaris to use their name, photograph, personal story and/ or likeness in the Company's advertising and/or promotional materials and waive all claims for remuneration for such use.

3.23 GOVERNMENTAL APPROVAL OR ENDORSEMENT

Federal and state regulatory agencies and/or officials do not approve or endorse any direct selling or network marketing companies or programs. Therefore, distributors shall not represent or imply that Polaris or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

3.24 INCOME TAXES

Each distributor is responsible for paying local, state and federal taxes on any income generated as an independent distributor. Every year, Polaris will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident as required by the Internal Revenue Service. Most, if not all, income earned by a Polaris Distributor is retained up front. This income will not be included on a 1099 form. It is up to each Distributor to track and report to the appropriate taxing authority all incomes earned each year. Please consult a local competent tax specialist to fully understand your responsibilities. If a Polaris business is tax exempt in the U.S., the Federal Tax Identification Number must be provided to Polaris.

3.25 INDEPENDENT CONTRACTOR STATUS

A Polaris Global Distributor is an independent contractor, and is not a purchaser of a franchise or a business opportunity. The agreement between Polaris and its distributor does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the distributor. A distributor shall not be treated as an employee for his or her services or for Federal or State tax purposes. All distributors are responsible for paying local, state, and federal taxes due from all compensation earned as a distributor of the Company. All distributors are also responsible for maintaining any policies of insurance (such as accident insurance or workers compensation cover) that they are required by law to obtain. The distributor has no authority (express or implied), to bind the Company to any obligation. Each distributor shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Agreement inclusive of the Distributor Agreement, these Policies, and applicable laws.

3.26 INTERNATIONAL MARKETING

Because of critical legal and tax considerations, Polaris must limit the resale of Polaris products and services, and the presentation of the Polaris business opportunity to prospective customers and distributors located within the United States and U.S. Territories and other authorised countries. Moreover, allowing a few distributors to conduct business in markets not yet opened by Polaris would violate the concept of affording every distributor the equal opportunity to expand internationally. Accordingly, distributors are authorised to sell Polaris products and services, and enroll customers or distributors only in the countries in which Polaris is conducting business; contact the Polaris Compliance Department for details. No distributor may sell, give, transfer, import, export or distribute Polaris products, services or sales aids in any unauthorised country. In addition, no distributor may, in any

unauthorised country: (A) conduct sales, enrollment or training meetings; (B) enroll or attempt to enroll potential customers of distributors; or (C) conduct any other activity for the purpose of selling Polaris products, establishing a Marketing Organisation, or promoting the Polaris opportunity.

3.27 ADHERENCE TO LAWS AND ORDINANCES

Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to distributors because of the nature of their business. However, distributors must obey those laws that do apply to them. If a city or county official tells a distributor that an ordinance applies to him or her, the distributor shall be polite and cooperative, and immediately send a copy of the ordinance to the Polaris Compliance Department. In many cases there are exceptions to the ordinance that apply to Polaris distributors.

3.28 COMPLIANCE WITH LAWS AND ETHICAL STANDARDS

Distributors shall comply with all BIS, OFT, federal, state and local laws and regulations in the conduct of their businesses. In connection with the operation of a distributor's Polaris business, the violation of any law, or any conduct that is unethical or, in Polaris' sole discretion, may tend to damage its reputation or goodwill, shall be grounds for disciplinary action.

3.29 ONE POLARIS BUSINESS PER DISTRIBUTOR

A distributor may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Polaris business. No individual may have, operate or receive compensation from more than one Polaris business.

3.30 ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED INDIVIDUALS

If any member of a distributor's immediate household engages in any activity which, if performed by the distributor named on the application, would violate any provision of the Agreement, such activity will be deemed a violation by the distributor and Polaris may take disciplinary action pursuant to these Policies against the named distributor.

3.31 REPACKAGING AND RE-LABELING PROHIBITED

Distributors may not repackage, re-label, refill or alter the labels on any of the Polaris products, information, materials or programs in any way. Polaris products must be sold in their original containers only. Such re-labeling or repackaging would likely violate federal and state laws, which could result in severe criminal penalties. You should also be aware that civil liability can arise when, as a consequence of the repackaging or re-labeling of products, the persons using the products suffer any type of injury or their property is damaged.

3.32 COMMUNICATION OPT-IN

Distributor authorizes Polaris to send to Distributor unsolicited Company messages, whether in the form of e-mails, faxes or telephone calls or some other format, whether recorded or in person, at any time provided that the message is connected with the business of Polaris. Associates are welcome to 'opt out' however upon opting out their Distributor Agreement will become subject to cancellation at the sole discretion of the Company.

3.33 ROLL-UP OF MARKETING ORGANISATION

Upon cancellation of a distributor, all individuals in the canceling distributor's register(s) shall move to the register(s) of the next qualified upline Director at the respective product level.

3.34 SALE, TRANSFER OR ASSIGNMENT OF POLARIS BUSINESS

Although a Polaris business is a privately owned, independently operated business, the sale, transfer or assignment of a Polaris business is subject to certain limitations*. Unless otherwise agreed to in writing, if a distributor wishes to sell his or her Polaris business, the following criteria must be met:

- A Polaris Business must be a bone fide business. A bone fide business will have a Marketing Organisation and will have generated sales;
- The distributor shall offer the Company the right of first refusal to purchase the business on the same terms as it would be offered to any third party. If the Company purchases the business, it is up to the Company's discretion whether to retain the business or allow a roll-up to occur;
- Protection of the existing line of sponsorship must always be maintained so that the Polaris business continues to be operated in that line of sponsorship;
- A buyer or transferee must become a qualified Polaris distributor. If the buyer is an active Polaris distributor, he or she must first terminate his or her Polaris business and remain inactive for six (6) full calendar months before becoming eligible for a purchase, transfer, assignment or acquisition of any interest in the Polaris business;
- Before the sale, transfer or assignment can be finalised and approved by Polaris, any debt obligations the selling distributor has with Polaris must be satisfied;
- The selling distributor must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a Polaris business;
- Prior to offering a Polaris business for sale, the selling distributor must notify Polaris' Corporate Offices of his or her intent to sell the Polaris business.

**Products purchased for personal use, by a Polaris Business Owner, are NOT transferrable in the event the Polaris Business is sold.*

3.35 SEPARATION OF A POLARIS BUSINESS

Distributors sometimes operate their Polaris businesses as husband-wife partnerships, other life partnerships, regular partnerships, corporations, or trusts. At such time as personal relationships may break up or a corporation, partnership or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If in the sole and unfettered discretion of the Company, the separating parties fail to provide for the best interests of other distributors and the Company, Polaris may, at its own discretion, terminate the Distributor Agreement and roll-up their entire Marketing Organisation pursuant to the "Roll-Up of Marketing Organisation" section of these Policies. During the pendency of a relationship break up or entity dissolution, the parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s), operate the Polaris business pursuant to an assignment in writing whereby the relinquishing person, shareholders, partners or trustees authorise Polaris to deal directly and solely with the other person or non-relinquishing shareholder, partner or trustee; or
- The parties may continue to operate the Polaris business jointly, whereupon all compensation paid by Polaris will be paid in the joint names of the distributors or in the name of the entity to be divided as the parties may independently agree between themselves.

If the parties elect neither of the foregoing, Polaris will continue to pay any compensation, where applicable, to the same individual(s) to whom compensation was paid prior to the filing of the commencement of the relationship break up or dissolution proceeding. Subject to all applicable laws and/or orders of courts of competent jurisdiction, Polaris will not permit a division of a business entity. Similarly, Polaris will not split compensation between couples who are breaking up or members of dissolving entities. Polaris will recognise only one business entity and will issue only one cheque per business entity per quarter. Compensation cheques shall always be issued to the same individual or entity as it was issued prior to the break up. In the event that parties to a relationship break up or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business entity within six (6) months following the initiation of action to break up a relationship or institution of dissolution proceedings, Polaris may, at its own discretion and subject to all applicable laws and/or orders of courts of competent jurisdiction, cancel the Distributor Agreement. If a former spouse has completely relinquished all rights in his or her original Polaris business, he or she is thereafter free to enroll under any Sponsor of his or her choosing, and need not wait six (6) months before reapplying. If a former entity affiliate has completely relinquished all rights in his or her original Polaris business, he or she must remain inactive for six (6) full calendar months before becoming eligible for a purchase, transfer, assignment or acquisition of any interest in the Polaris business or before reapplying. In the case of business entity dissolution, the party(s) relinquishing their interest in the business must remain completely inactive for six (6) calendar months before they may re-apply under a new Sponsor. In divorce and entity dissolution cases, the relinquishing party(s) shall have no rights to any distributors in their former organisation or to any former retail customer. They must develop the new business in the same manner as would any other new distributor.

3.36 SPONSORING

All Active Distributors in good standing have the right to sponsor/enroll others into Polaris in accordance with the Compensation Plan. Each prospective customer or distributor has the ultimate right to choose his or her own Sponsor. If two distributors claim to be the Sponsor/Enroller of the same new distributor or customer, the Company shall regard the first application received by the Company as controlling.

3.37 TRANSFER UPON DEATH OF A DISTRIBUTOR

Upon the death of a distributor, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a distributor should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Polaris business is transferred by a will or other testamentary

process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased distributor's Marketing Organisation provided the following qualifications are met.

The successor(s) must:

- Execute a Distributor Agreement;
- Provide an original death certificate and a Notarised copy of the will or other instrument establishing the successor's right to the Polaris business;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased distributor's status;
- Form a business entity and, in the U.S., acquire a Federal Tax Identification Number, if the business is bequeathed to or inherited by joint heirs. Polaris will issue all compensation cheques and, in the U.S., one IRS Form 1099 to the business entity. The heirs must provide Polaris with an address of record to which all compensation cheques will be sent.

3.38 TRANSFER UPON INCAPACITATION OF A DISTRIBUTOR

To effect a transfer of a Polaris business because of a distributor's incapacity, the successor must provide the following to Polaris: (1) a notarised copy of an appointment as trustee; (2) a Notarised copy of the trust document or other documentation establishing the trustee's right to administer the Polaris business; and (3) a completed Distributor Agreement executed by the trustee. The trustee must then:

- Execute a Distributor Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the incapacitated distributor's status.

3.39 PRIVACY

While carrying out their role, a distributor will receive personal information about others. Distributors must treat any personal information in the manner required by privacy legislation in force in their state or country of operation.

3.39.1 A distributor must not disclose, or allow to be disclosed (other than to Polaris), Confidential Information belonging to any other party except:

(a) with the consent in writing of the other party;

(b) if required to do so by law;

(c) to advisers or consultants (including lawyers and accountants), provided that any adviser or consultant who is not under a professional obligation to keep such information confidential, must first execute a confidentiality agreement in which that adviser or consultant undertakes the same obligations in relation to the Confidential Information as the relevant distributor undertakes in this Agreement.

3.39.2 The distributor must take, or cause to be taken, reasonable precautions necessary to maintain the secrecy and confidentiality and to prevent the disclosure of the Confidential Information.

3.39.3 Upon request, termination or expiration of this Agreement, each distributor shall return to Polaris all documents, materials and other media containing Confidential Information belonging to another party.

4. RESPONSIBILITIES OF DISTRIBUTORS

4.1 CHANGE OF ADDRESS AND/OR CONTACT INFORMATION

To ensure timely delivery of products, support materials and commission cheques, it is critically important that Polaris' files are current. Polaris must be provided a current email address and phone number. Distributors planning to move should send their new address and telephone number to Polaris' Corporate Office at contact@mypgmail.com.

4.2 CONTINUING DEVELOPMENT OBLIGATIONS AND ONGOING TRAINING

Any distributor who is the Sponsor of another distributor must perform a bona fide supervisory function to ensure that his or her Downline is properly operating his or her Polaris business. Distributors must have ongoing contact, communication and management supervision with the distributors in their Marketing Organisations. Examples of such contact and supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of Downline Distributors to Polaris meetings, training sessions, and other functions. Upline distributors are also responsible to motivate and train new distributors in Polaris product knowledge, effective sales techniques, the Polaris Compensation Plan and compliance with Company Policies.

4.3 INCREASED TRAINING RESPONSIBILITIES

As distributors progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Polaris program. They will be called upon to share this knowledge with lesser experienced distributors within their Marketing Organisation.

4.4 ONGOING SALES RESPONSIBILITIES

The Distributor is authorised, but not obliged, to purchase and re-sell the products of the company subject to these terms. Regardless of their level of achievement, it is in the best interest of distributors to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

4.5 NON-DISPARAGEMENT

Polaris wants to provide its independent distributors with the most superior products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Polaris Compliance Department at compliance@mypgmail.com. While Polaris welcomes constructive input, negative comments and remarks made by distributors about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Polaris distributors. For this reason, and to set the proper example for their Downline Organisation, distributors must not disparage, demean or make negative

remarks about Polaris, other Polaris distributors, Polaris' products, the Compensation Plan, or Polaris' directors, officers or employees.

4.6 PROVIDING DOCUMENTATION TO APPLICANTS

Distributors must provide the most current version of the Policies and Compensation Plan to individuals whom they are sponsoring to become distributors before the applicant signs a Distributor Agreement. Additional copies of the Policies can be acquired from Polaris or online in the Business Manager.

4.7 REPORTING POLICY VIOLATIONS

Distributors observing a violation of the Policies by another distributor should submit a written Incident Report of the violation directly to the attention of the Polaris Compliance Department at compliance@mypgmail.com. Details of the incident such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. By submitting an Incident Report, distributor understands that their name may be disclosed to parties included in the report during investigation.

4.8 COMMUNICATING WITH COMPANY

Communication between the Company and its Distributors regarding orders, compliance matters, customer service, Marketing Organization matters, among others, will be necessary from time to time. Distributors must, not only provide and maintain a current email address in their account, but also respond to any emails received from the Company within the time-frame indicated in the email; failure to comply may be cause for corrective measures (Disciplinary Sanctions 8.1).

5. SALES REQUIREMENTS

5.1 PRODUCT SALES

The Polaris Compensation Plan is based upon the sale of Polaris products and services to end consumers.

5.2 NO PRICE OR TERRITORY RESTRICTIONS

Distributors are not required to sell Polaris products at the suggested retail prices set out in the Polaris Product Price Sheet. Distributors may sell Polaris products at any price they choose. There are no exclusive territories granted to anyone.

5.3 SALES RECEIPTS

If a distributor sells any Polaris product from his or her inventory, where applicable, he or she must give the customer a copy of a Polaris retail sales receipt at the time of the sale in addition to the cancellation policy and terms of sale. Distributors must maintain all retail sales receipts and signed purchase agreements for a period of two (2) years and furnish them to Polaris at the Company's request.

5.3.1 GST INVOICE; TAX INVOICE

When selling in Australia, the selling distributor is responsible for providing to the customer upon request a GST invoice. Tax invoices must be labeled 'GST Invoice' and reflect all monies collected;

purchase price, tax paid, bank fees, etc. showing as one sum; any tax invoice must be provided to the purchaser upon request.

5.4 RECORD KEEPING

The Company encourages each independent distributor to keep accurate sales records.

6. COMPENSATION

6.1 DIRECTOR BONUS, RETAIL PROFITS AND SALES INCENTIVE QUALIFICATIONS

A distributor must be active, in good standing and in compliance with the Agreement to qualify for Directors Bonus, Retail Profit and Sales Incentives. Director Bonus' and Retail Profits are earned up-front and retained by the qualified Director/Associate at the time of sale. So long as a Distributor complies with the terms of the Agreement, Polaris shall pay sales incentives as defined in the Compensation Plan. The minimum amount for which Polaris will issue a cheque is determined by the Company. If a distributor's incentives do not equal or exceed the minimum amount, the Company will accrue the incentives until they reach the minimum amount. A cheque will be issued once this amount has been accrued.

6.2 ADJUSTMENT TO BONUSES AND COMMISSIONS FOR RETURNED PRODUCTS AND SERVICES

Distributors receive up front director bonus' and/or retail profits based on the actual sales of products to end consumers. When a product is returned to Polaris for a refund or is repurchased by the Company, Polaris will refund the company portion of the product price to the selling distributor; the selling distributor will be fully responsible for refunding the customer the full purchase price.

6.3 UNCLAIMED COMMISSIONS AND CREDITS

Distributors must deposit or cash commission and bonus cheques within six (6) months from their date of issuance. A cheque that remains uncashed after six (6) months will be void. After a cheque has been voided, Polaris will credit the distributor's account. There shall be a \$25.00USD charge for such a transaction. Any credit unused within 12 months of issuance will be forfeited.

7. PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

7.1 PRODUCT GUARANTEE

Polaris offers a one hundred percent (100%) 10-day money back satisfaction guarantee (less shipping charges) to all retail and wholesale customers. If a customer, including distributors purchasing product at wholesale prices for personal use, purchased a product from a Polaris distributor, the customer must return the product to that distributor for a refund, replacement or exchange (at the option of the customer).

If a distributor is unsatisfied with any Polaris product purchased for personal use, the distributor may return the product within ten (10) days from the order processing date for a one hundred percent (100%) refund, a replacement or exchange (less shipping charges). Nothing in these Policies is intended to exclude, restrict or modify any right conferred by statute.

Additionally, Polaris will provide a one year guarantee against manufacturer defects or malfunction on any physical Polaris product; this does not apply to web-based, online service, or any intangible service or product. Polaris will replace the defective product at its expense.

7.2 RETURNS BY DISTRIBUTORS (PRODUCTS RETURNED BY PERSONAL RETAIL CUSTOMERS)

If a personal retail customer returns a product to the distributor from whom it was purchased, the distributor may return it to the Company for an exchange or replacement (the distributor returning the product is responsible for all shipping charges).

7.3 RETURN OF INVENTORY AND SALES AIDS BY DISTRIBUTORS

Upon cancellation of a distributor's Distributor Agreement, the distributor may return inventory and sales aids purchased within one (1) year prior to the date of cancellation for a refund if he or she is unable to sell or use the merchandise. A distributor may only return products and sales aids he or she personally purchased from the Company under his or her Distributor Identification Number, and which are in Resalable condition. Upon receipt of the products and sales aids, the distributor will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the distributor any commissions, bonuses, rebates or other incentives received by the distributor which were associated with the merchandise that is returned. Repurchase of inventory does NOT include any product purchased by the distributor for personal consumption or any outdated sales aids or product.

7.4 PROCEDURES FOR ALL RETURNS

The following procedures apply to all returns for refund, repurchase or exchange:

- Purchaser/customer must return product to the selling distributor at the selling distributor's expense;
- All merchandise must be returned to Polaris by the distributor or customer who purchased it directly from Polaris;
- All products to be returned must have a Return Authorization Number which will be obtained in writing from the Polaris Orders Department at orders@mypgmail.com. This Return Authorization Number must be written on each carton returned;
- Nonphysical products, such as services or online accounts, will be inactivated upon receipt of a valid cancellation/return/refund request;
- Seller must refund to the purchaser the full purchase price, in accordance with the right of rescission and product guarantee, within 10 business days of the date of cancellation.

The return must be accompanied by:

- A copy of the original dated retail sales receipt (if product was returned to the distributor by a retail customer); and
- The product in its original container. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement. All returns must be shipped to Polaris shipping pre-paid.

Polaris does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the distributor. It is the sole responsibility of the distributor to trace, insure, or otherwise confirm that the Company has received the shipment.

If a distributor is returning merchandise to Polaris that was returned to him or her by a personal retail customer, the product must be received by Polaris within twenty (20) days from the date on which the retail customer returned the merchandise to the distributor, and must be accompanied by the sales receipt the distributor gave to the customer at the time of the sale. No refund or replacement of product will be made if the conditions of these rules are not met.

8. DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

8.1 DISCIPLINARY SANCTIONS

Violation of the Agreement, inclusive of these policies, the Distributor Agreement, and Compensation Plan, or any illegal, fraudulent, deceptive or unethical business conduct by a distributor may result, at Polaris' discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Require the distributor to take immediate corrective measures;
- Suspension of the individual's Distributor Agreement for a period of time deemed necessary at the sole discretion of the Company; suspensions may result from, but not limited to, the following reasons: failure to respond to the Polaris Global Compliance department as requested, failure to take corrective action, or during an investigation of alleged infractions;
- Involuntary cancellation of the offender's Distributor Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which Polaris deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the distributor's Policy violation or contractual breach; and/or
- In situations deemed appropriate by Polaris, the Company may institute legal proceedings for monetary and/or equitable relief.

8.2 GRIEVANCES AND COMPLAINTS

When a distributor has a grievance or complaint with another distributor regarding any practice or conduct in relation to their respective Polaris businesses, the complaining distributor should report it, in writing, to the Polaris Compliance Department copying the Distributor they are reporting.

8.3 APPEALS OF SANCTIONS

Following the issuance of a sanction (other than a suspension pending an investigation or as a result of failure to respond/comply), the disciplined distributor may appeal the sanction to the Company. The distributor's appeal must be in writing and received by Polaris Compliance Department within fifteen (15) days from the date of Polaris' sanction notice. If the appeal is not received by Polaris within the fifteen (15) day period, the sanction will be final. The distributor must submit all supporting documentation with his or her appeal correspondence and specify in full detail the reasons why he or she believes the Company's initial determination was erroneous. This report should include all

supporting evidence. If the distributor files a timely appeal of the sanction, the Company will review and reconsider the sanction, consider any other appropriate action and notify the distributor in writing of its decision.

8.4 ARBITRATION

In the event that a dispute arises between the parties relating to either the terms of this agreement or the parties' relationship in general, either party may serve notice that it desires to have the dispute mediated by a mediator selected in accordance with the procedures of the American Arbitration Association, or as agreed by the Parties to the dispute. Once elected, the parties must allow a minimum of sixty (60) days to resolve the dispute through mediation. If the dispute is not resolved through mediation, then it shall be submitted to final and binding arbitration by a committee of arbitrators (one appointed by Company, one appointed by distributor and one appointed by two so appointed). The arbitrators will abide by the rules of the American Arbitration Association and judgment may be obtained on the award in any court of competent jurisdiction. Any mediation and arbitration will be conducted in Phoenix, Arizona. The parties hereby knowingly, voluntarily and irrevocably waive their right to trial by jury and agreed that if the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular dispute, then such dispute shall be decided solely by a judge, without the use of a jury, sitting in a court of competent jurisdiction in Phoenix, Arizona.

8.5 GOVERNING LAW, JURISDICTION AND VENUE

Jurisdiction and venue of any matter not subject to arbitration shall reside in Phoenix, Arizona, unless the laws of the state in which a distributor resides expressly require the application of its laws, in which case that state's law shall govern all issues relating to jurisdiction and venue. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Arizona shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a distributor resides expressly require the application of its laws.

9. ORDERING

9.1 PURCHASING POLARIS PRODUCTS

Each distributor should purchase his or her products directly from Polaris for the purpose of resale.

9.2 GENERAL ORDER POLICIES

Orders payable by wire transfer with invalid or incorrect payment amounts or information will not be processed. Polaris will attempt to contact the distributor by phone, and/or email to try to obtain another payment or additional information. If these attempts are unsuccessful after five (5) working days the order will be canceled as unprocessed. No C.O.D. orders will be accepted. Polaris maintains no minimum order requirements. Orders for products and sales aids may be combined.

9.3 SHIPPING AND BACKORDER POLICY

Polaris will normally ship products within one (1) business day from the date on which it receives payment; the order processing date. Polaris will ship any part of an order currently in stock. If, however,

an ordered item is out-of-stock, it will be placed on backorder and sent when Polaris receives additional inventory. Unless disclosed and agreed to by the customer at the time of sale, if an item is out of stock and unavailable for shipment Polaris will notify distributors and customers if items are backordered and are not expected to ship within thirty (30) days from the date of the order. An estimated shipping date will also be provided. Backordered items may be canceled upon a distributor's request. Distributors may request a refund, credit on account, or replacement merchandise for canceled backorders.

9.4 CONFIRMATION OF ORDER

A distributor and/or customer of an order must confirm that the product received matches the product listed on the shipping invoice, and is free of damage. Failure to notify Polaris of any shipping discrepancy or damage within thirty (30) days of shipment will cancel a distributor's right to request a correction.

9.5 INSUFFICIENT FUNDS

It is the responsibility of each distributor to ensure that there are sufficient funds or credit available in his or her account to cover any Polaris subscription services to which they have subscribed. Polaris will send notice of failed attempts to collect to the email on file in the distributors account; Polaris is not responsible for disruption in service due to non-payment or inability to contact the subscriber.

9.6 PAYMENT METHOD

Polaris will only accept wire transfers as form of payment for all Polaris products with the exception of the DVD movies, training materials, Super Saturday, annual renewal fees, and subscription services; the excluded products and services are payable by credit or debit cards. The distributor is responsible for all banking fees associated with wire transfers.

9.7 RESTRICTIONS ON THIRD PARTY USE OF CREDIT CARDS AND BANK ACCOUNT ACCESS

Distributors shall not permit other distributors or customers to use his or her credit card, or permit debits to their bank accounts, for the purpose of enrollment or to make purchases from the Company.

9.8 SALES TAXES

The consideration for any supply made under or in connection with this Agreement which includes value added tax (VAT).

9.8.1 Where this Agreement requires the first party to reimburse or indemnify the second party for any expenses, loss or outgoings (reimbursable expense) the amount required to be paid by the first party will be the sum of:

- (a) The amount of the reimbursable expense net of input tax credits (if any) to which the second party is entitled in respect of the reimbursable expense (net amount); and
- (b) If the second party's recovery from the first party is a taxable supply, any tax payable in respect of that supply.

9.8.2 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit,

adjustment or refund in relation to any amount of VAT paid or payable pursuant to any supply made under or in connection with this agreement.

10. INACTIVITY AND CANCELLATION (TERMINATION)

10.1 EFFECT OF CANCELLATION (TERMINATION)

So long as a distributor remains active and complies with the terms of the Distributor Agreement and these Policies, the distributor is considered active and in good standing and is eligible to participate in the Compensation Plan. A distributor's bonuses and commissions constitute the entire consideration for the distributor's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a Marketing Organisation). Following a distributor's non-renewal of his or her Distributor Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Distributor Agreement (all of these methods are collectively referred to as "Cancellation"), the former distributor shall have no right, title, claim or interest to the Downline Marketing Organisation which he or she operated, or any commission or bonus from the sales generated by the Marketing Organisation. Distributors waive any and all rights, including, but not limited to, property rights, in the Marketing Organisation which they may have had.

Following a distributor's cancellation of his or her Distributor Agreement, the former distributor shall not hold him or herself out as a Polaris distributor and shall not have the right to sell Polaris products or services.

A distributor whose Distributor Agreement is cancelled shall receive any outstanding compensation due him up to the date of cancellation.

10.2 INVOLUNTARY CANCELLATION (TERMINATION)

A distributor's violation of any of the terms of the Agreement, including any amendments that may be made by Polaris in its sole discretion, may result in any of the sanctions listed in the Agreement, including, but not limited to, the involuntary cancellation of his or her Distributor Agreement. In addition, Polaris may terminate the status of any Distributor as of the expiration of the initial term or renewal term at its sole discretion, with or without cause, by written notice to the Distributor, given more than 30 days prior to the expiration. Cancellation shall be effective on the date on which written notice is mailed, e-mailed, faxed or delivered to an express courier, addressed to the distributor's last known address, email address or that of his or her attorney, or when the distributor receives actual notice of cancellation, whichever occurs first. Polaris reserves the right to withhold and/or permanently retain funds depending on the individual circumstances surrounding each case.

10.3 VOLUNTARY CANCELLATION

A Polaris independent distributor has a right to cancel this Agreement at any time, regardless of reason. Cancellation must be submitted in writing to the Company at contact@mypgmail.com. The written notice must include the distributor's signature, printed name, address and Distributor Identification Number. Upon cancellation of the distributor agreement, subscription to Directline, Lead Manager, or Online Business Manager, as applicable, will be canceled as of the cancellation date.

10.4 SUSPENSION

Polaris may immediately suspend the status of any Distributor for cause. "Cause" means and includes (a) any violation of the Distributor Agreement which incorporates these Policies and Procedures, all of which may be amended from time to time, (b) any wrongful taking of property from Polaris or a Polaris Distributor, (c) any act of dishonesty regarding Polaris or a Polaris Distributor, (d) the commission of a felony or act of moral turpitude, or (e) the use or sale of illegal drugs or excessive use of alcohol or other personal conduct which, in the reasonable opinion of Polaris, may reflect adversely on Polaris. Each Distributor acknowledges that Polaris has a legitimate and substantial interest in requiring high standards of integrity and responsibility from its Distributors.

10.5 PROCEDURE FOR INVOLUNTARY TERMINATION OR SUSPENSION

Polaris may, in its sole discretion, suspend or cancel a Distributor's Agreement for Cause. Suspension may be any time up to a period of one year (at the sole discretion of Polaris). Polaris may delegate the authority to determine whether Cause exists and whether to suspend or cancel a Distributor's Agreement. Suspension or termination shall be effective as of the date the notice is mailed to the Distributor as shown on the records of Polaris. Notification will be mailed electronically to the email address listed in the Distributors account; in the event an email is undeliverable, notification will be mailed through the postal service to the address listed in the Distributor's account. Polaris Global is not responsible for outdated information as it is the responsibility of each Distributor to provide Polaris the most current contact information.

10.6 EFFECT OF SUSPENSION

If a Distributor is suspended for cause, (a) the Distributor shall not be entitled to act as or receive any of the benefits of a Distributor for Polaris for the term of the suspension, (b) the Distributor shall not be entitled to receive any compensation as a Distributor during the suspension period, including without limitation any Directors Bonus, Retail Profit or Sales Incentive (except payments that may have been due for periods prior to the suspension). Polaris reserves the right to off-set losses it may have suffered due to the actions of the Distributor against any compensation that may be due to the Distributor at the time of suspension; and (c) the Distributor's sponsored downline organisation, for the period of suspension, will be moved up to the next upline sponsor in the suspended Distributor's upline and will remain there during the term of suspension. The suspension of a Distributor shall be effective on the date written notice is mailed, emailed, faxed or delivered to an express courier, addressed to the distributor's last known address, email address or that of his or her attorney, or when the distributor receives actual notice of cancellation, whichever occurs first. Polaris reserves the right to withhold and/or permanently retain funds depending on the individual circumstances surrounding each case.

10.6.1 VOLUNTARY SUSPENSION

A Distributor whose distributor status is in good standing and is unable or unwilling to perform/fulfill his/her obligations as set forth in the Distributor Agreement may place themselves on voluntary

suspension. Upon suspension, any downline will permanently roll up to the next qualified upline director. A Distributor on voluntary suspension must adhere to the terms and conditions of their distributor agreement during their suspension; violation of the Distributor Agreement while on suspension may result in Disciplinary Sanctions being taken against them. A Distributor may return to active status at any time provided they are in good standing; Distributor will remain under their respective upline Director at each level; Distributor will retain qualification at all levels achieved.

10.7 NON-CONTINUATION

A distributor may also voluntarily cancel his or her Distributor Agreement by failing to renew the Agreement on its anniversary date.

10.8 COOLING OFF RULE/PERIOD

Notwithstanding the Company's retail customer guarantee policy and in accordance with the OFT Cooling Off Rule, which requires statutory language and notice of cancellation on the retail sales receipt, all retail sales are subject to a Ten-day right of rescission beginning on the date the Customer signs the purchase agreement either electronically or physically; date of sale.

10.8.1 All solicited sales shall provide for a 10 business day right of rescission, under No penalty and providing a full refund if notice of cancellation is received within 10 business days of the date of sale and ending after the 10th business day has passed, which must be orally explained to the customer and the customer must receive two copies of the notice of cancellation form.

10.8.2 All unsolicited sales shall provide for a ten clear business day right of rescission beginning on the date both parties sign the purchase agreement and end after the 10th business day from this date has passed. All agreements must include, appearing on the front page of the purchase agreement: ***Important Notice to Consumer: You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.***

All product(s) purchased cannot and will not be supplied nor payment accepted for 10 clear business days of the date of this agreement.

DEFINITIONS

ACTIVE; ACTIVE DISTRIBUTOR STATUS: An independent business owner, whose distributor agreement has been accepted by the Company, is in good standing and has fulfilled the provisions of this Agreement.

AGREEMENT; DISTRIBUTOR AGREEMENT: The contract between the Company and each distributor includes the Polaris Global Distributor Agreement, the Polaris Compliance Guide- a statement of Policies and Procedures, and the Polaris Leading Edge Compensation Plan, all in their current form and as amended by Polaris in its sole and unfettered discretion. These documents are collectively referred to as the "Agreement."

ASSOCIATE: see "Distributor".

BUSINESS MANAGER: A function of a monthly recurring subscription, online business manager, that provides critical data relating to the identities of distributors, sales information and enrollment activity of each distributor's Marketing Organisation, training tools and other necessary information and tools to manage your Polaris business. This service includes 'trade secrets' and 'proprietary information' which is not to be disclosed to anyone other than the subscriber.

COMPANY: The term "Company" as it is used throughout the Agreement means the Polaris Global company with whom the distributor entered into the Polaris Global Distributor Application and Agreement.

CONFIDENTIAL INFORMATION: Any of the trade secrets or confidential information of the Company including but not limited to information of or used by the Company relating to its selling system, its operations and affairs in general, information regarding downline representatives or customers.

COOLING OFF PERIOD: The period of time, 10 business days from the date of purchase/contract, in which the purchaser may opt out of the contract/agreement at no penalty.

CREDITS: The Company may issue a credit to a distributor/customer. Credits are issued in USD amounts and are redeemable for a period of 12 months from the date of issuance. Credits may be used toward the purchase of Polaris products or subscription services.

CROSS SOLICITATION: Any actual or attempted solicitation, introduction of or mention of participation in, enrollment or encouragement or any effort to influence, or persuade in any way, either directly, or through a third party, another Polaris distributor or retail customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes cross-promotion/recruitment even if the Distributor's actions are in response to an inquiry made by another Distributor or retail customer.

CUSTOMER: Anyone purchasing Polaris products or services for personal use; end consumer.

DIRECTOR: An active distributor/associate who, in accordance with the Compensation Plan, is qualified at a particular product level; a wholesaler of Polaris Global products.

DISCIPLINARY SANCTION: Corrective action of the Company against a Distributor resulting from his/her breach or violation of the Agreement.

DISTRIBUTOR: An independent business owner who has entered into the “Agreement” with Polaris Global and who has an “Active Distributor Status”; a retail agent. Distributors may also be referred to as an ‘Associate’, ‘Distributor’, ‘Polaris Business Owner’ or any other term used to define or reference any person.

DOWNLINE: See “Marketing Organisation.”

ENROLLER: A distributor who personally recruits another distributor. The Enroller of a new distributor may also be the new distributor’s Sponsor.

IMMEDIATE HOUSEHOLD: Heads of household and dependent family members residing in the same house.

INCIDENT REPORT: A written report, submitted to the Polaris Compliance Department, inclusive of names, dates, and details of an incident.

LINE: Also called leg.

* A part of your Downline that starts with someone sponsored by you and continues below that sponsorship.

* A part of your Upline that starts with your enroller/sponsor and continues up that sponsorship.

MARKETING ORGANISATION: The customers and distributors, collectively, who are sponsored below a particular distributor. A Director may sponsor and/or have an unlimited number of customers and/or distributors in his/her organisation.

NOTARISED: A document is notarised if the execution of it is either witnessed by a Notary Public or by a lawyer who adds his or her full name, address and telephone number so they can be contacted later for verification of signing.

OFFICIAL POLARIS MATERIALS: Company literature, broadcasts, audio or video tapes, splash pages, and other materials developed, printed, published and/or distributed or made available to distributors.

a POLARIS BUSINESS: In accordance with the Distributor Agreement, a distributor’s independent business.

RESALABLE: Products and sales aids are “Resalable” if each of the following elements are satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) products are returned to Polaris within one (1) year from the date of purchase; (5) the product expiration date has not elapsed; (6) products or sales aids are not outdated or obsolete. Any merchandise that was identified at the time

of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable. Products purchased for personal consumption are not eligible for repurchase nor are they 'resalable'.

RIGHT OF RESCISSION: see "Cooling Off Period".

SALES AIDS: Company generated marketing aids available to distributors via their business manager or for purchase.

SOLICITED SALE; UNSOLICITED SALE: A sale is determined to be a solicited or unsolicited sale from the perspective of the Consumer and is dependent upon whether the sale was made with or without the invitation of the Consumer. Sales made with invitation from the Consumer to the Seller/Supplier are considered to be 'solicited sales'; sales made without invitation from the Consumer to the Seller/Supplier are considered to 'unsolicited sales'.

SOCIAL MEDIA: Any network service or platform which allow a network of contacts or friends; examples would be Facebook, Twitter, Pinterest, LinkedIn, Tumblr, etc.

SPONSOR: The qualified Director at a product level, who is your direct upline. The Sponsor of a new distributor may also be the new distributor's Enroller.

SUBSCRIPTION SERVICES: Polaris Global offers its distributors, at cost, business management tools. These services are recurring monthly subscriptions to the Directline, Lead Manager and Online Business Manager. The services include training and marketing calls, lead management system and online business management.

SUGGESTED RETAIL PRICE: The retail price suggested by the Company for the retail resale of Polaris products and services.

VIOLATION: Breach, default and violation; an actual or alleged transgression or violation of any part of the Agreement.

WHOLESALE PRICE: The wholesale price suggested by the Company for wholesale sales.

£200 / 7 DAY RULE: Applies to applicants who reside in the UK who sign up to participate in Polaris' compensation plan (e.g. distributors). The maximum amount that the company or a sponsor or any other person already in the plan can accept from a new joiner during the first 7 days from the time that the new joiner signs up is £200; inclusive of any starter-up kit, training materials, products, etc.

Know Your Advantage



Leading Edge » Safe Harbor » Master of Destinies

POLARIS
GLOBAL

COMPLIANCE GUIDE; A STATEMENT OF POLICIES
AND PROCEDURES

Australia, New Zealand | Compliance Department 2015

Polaris Global™ Compliance Guide

A STATEMENT OF POLICIES & PROCEDURES

Australia and New Zealand

Compliance Department

January 2015

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DEFINITIONS

1. INTRODUCTION

1.1 POLICIES INCORPORATED INTO DISTRIBUTOR APPLICATION AND AGREEMENT

These Policies and Procedures (hereafter “Policies”), in their present form and as amended at the sole discretion of Polaris Global (hereafter “Polaris” or the “Company”) with whom the distributor entered into the Polaris Global Distributor Application and Agreement (hereafter “Distributor Agreement”), are incorporated into, and form an integral part of, the Distributor Agreement. Throughout these Policies, when the term “Agreement” is used, it collectively refers to the Distributor Agreement, these Policies, and the Polaris Advantage Leading Edge Compensation Plan (hereafter “Compensation Plan”). These documents are incorporated by reference into the Distributor Agreement (all in their current form and as amended by Polaris). It is the responsibility of each distributor to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies. When sponsoring/enrolling a new distributor, it is the responsibility of the sponsoring/enrolling distributor to provide the most current version of these Policies to the applicant prior to his or her execution of the Distributor Agreement.

1.2 PURPOSE OF POLICIES

Polaris has developed the following guidelines to assist in the success of the Company and its Independent Distributors. These Policies will help provide the following benefits:

Protect the rights of all Independent Distributors by providing a framework within which each Independent Distributor may work in an ethical, effective and safe manner.

Provide an equal and level playing field of opportunity to all Polaris Distributors.

Define the contractual relationship between Polaris and its Distributors.

Inform Distributors regarding compliance issues and regulatory requirements. Polaris requires that all Distributors understand and abide by these Policies and Procedures as we work together in promoting the Polaris products and opportunity.

1.3 CHANGES TO THE DISTRIBUTOR AGREEMENT, POLICIES AND PROCEDURES, OR COMPENSATION PLAN

Because federal, state, and local laws, as well as the business environment, periodically change, Polaris reserves the right to amend the Agreement and the prices in its Polaris Product Price List in its sole and absolute discretion. By signing the Distributor Agreement, a distributor agrees to abide by all amendments or modifications that Polaris elects to make. Notification of amendments shall appear in Official Polaris Materials. Amendments shall be effective upon publication in Official Polaris Materials, including but not limited to, posting on the Director’s home page, E-mail distribution, announcement on

the live training calls, or any other commercially reasonable method. The continuation of a distributor's Polaris business or a distributor's acceptance of bonuses or commissions constitutes acceptance of any and all amendments.

1.4 DELAYS

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

1.5 POLICIES AND PROVISIONS SEVERABLE

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, or unenforceable provision never comprised a part of the Agreement.

1.6 TITLES NOT SUBSTANTIVE

The titles and headings in the Agreement are for reference purposes only, and do not constitute, and shall not be construed as, substantive terms of the agreement.

1.7 WAIVER

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

2. BECOMING A DISTRIBUTOR

2.1 RULES OF CONDUCT

Each Distributor promises to:

Handle themselves and their business dealings honestly, morally, and legally.

Keep their activities honorable to reflect well of themselves and of Polaris.

Speak well of Polaris, as well as competitors.

Honestly present the product in keeping with what is set forth in the Polaris literature including reference to results and benefits.

Explain the Compensation Plan honestly and completely as set forth in the Polaris materials. Except as specifically authorised in writing by Polaris, make no statement as to income potential of the Polaris Compensation Plan, nor make any statement as to specific income or revenue figures that can be earned by a Distributor.

Take their enroller/sponsor and upline responsibilities seriously including readily training, aiding, and supporting those in their downline.

Abide by the Product guarantee and return policies for both personal purchases and sales to customers; holding aside all retained profits, commissions and bonuses for the applicable cooling off and refund periods.

Respect the professional relationships between Polaris and any of its featured speakers, personalities, advisors, endorsers or affiliates by speaking of them appropriately as set forth in the Polaris policies and refraining from making contact with them.

Direct all media inquiries to Polaris; a Polaris Distributor does not have authorisation to communicate with any media personnel on behalf of Polaris for any reason.

Maintain a healthy distance between other Sponsors and Enrollees to avoid a conflict of interest.

Adhere to the agreement between themselves and Polaris as set forth in all Polaris policies and applications.

Conduct their business professionally to help protect the Polaris opportunity for all.

2.2 REQUIREMENTS TO BECOME A DISTRIBUTOR

To become a Polaris distributor, each applicant must:

- Be of minimum legal age in their state and country of operation to enter into an enforceable contract; no less than 18 years of age;
- Reside in the United States, Australia, New Zealand or other countries where Polaris is doing business;
- Submit a properly completed and signed Distributor Application and Agreement to Polaris via the online enrollment process (the Company reserves the right to reject any applications for new distributorships or applications for renewal at its sole discretion); and purchase an at cost distributor Start-up Kit;
- A person who is not old enough in their state or country of operation to enter into an enforceable contract may not be a Polaris distributor. Distributors shall not enroll or recruit such persons into the Polaris program.

2.3 INVENTORY AND START-UP KIT

No person is required to purchase Polaris products or services to become a distributor. However, to familiarise new distributors with Polaris products, services, sales techniques, sales aids, the purchase of a distributor Start-up Kit is required, where permitted by law; this kit is offered 'at cost' to the distributor. This kit includes a one month subscription to the online business manager service which includes access to the Polaris business manager system itself and also provides a customisable company website; purchase of this kit also includes an automatic recurring subscription to the online business manager subscription in the amount of 39.95USD per month which will be billed to your credit card on file. You may cancel this subscription at any time; continued subscription of the online business manager is not mandatory nor a condition of this Agreement. Requests to cancel must be received by the Company in writing; subscriptions@mypgmail.com.

2.4 DISTRIBUTOR BENEFITS

Once a Distributor Agreement has been accepted by Polaris the benefits of the Compensation Plan and the Distributor Agreement are available to the new Distributor. The Distributor is authorised, but not obliged, to purchase and re-sell the products of the company subject to the terms of the Agreement. Distributor benefits, upon qualification, include the right to:

- Retain the retail profit on personally purchased products and services, paying only the wholesale price;
- Retail Polaris products or resell services as explained in the Compensation Plan; described on the Polaris website and shopping cart, and profit from these sales;
- Participate in the Polaris Compensation Plan;
- Sponsor/enroll other individuals as retail customers or distributors into the Polaris business and thereby build a Marketing Organisation and progress in accordance with the Polaris Compensation Plan;
- Receive periodic Polaris communications;
- Participate in Polaris-sponsored support service training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by Polaris for its distributors.

2.5 RENEWAL OF YOUR POLARIS BUSINESS

The term of the Distributor Agreement is the date of its acceptance by Polaris through January 31st of the subsequent calendar year. Distributors must renew their Distributor Agreement each year by completing the renewal process; review of the Distributor Agreement and paying an annual renewal fee as determined by the Company on or before January 31st of every year. The renewal period will begin each year on January 1st. Such renewal fee funds are consideration for the Company's provision to the Distributor for ongoing sales and marketing materials, support in written, electronic, audio, video and online media formats. If the renewal fee is not paid within thirty one (31) days after the expiration of the current term of the Distributor Agreement, Polaris may cancel the Distributor Agreement. Anyone entering into this Agreement on September 1st or later during any calendar year is subject to

completion of the renewal process however any renewal fee due for the first subsequent year following the year of enrollment will be waived.

3. OPERATING A POLARIS BUSINESS

3.1 ADHERENCE TO THE POLARIS ADVANTAGE LEADING EDGE COMPENSATION PLAN

Distributors must adhere to the terms of the Compensation Plan as set forth in Official Polaris Materials. Distributors shall not offer the Polaris opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official Polaris Materials. Distributors shall not require or encourage other current or prospective customers or distributors to participate in Polaris in any manner that varies from the program as set forth in Official Polaris Materials. Distributors shall not require or encourage other current or prospective customers or distributors to execute any agreement or contract other than official Polaris agreements and contracts in order to become a Polaris distributor. Similarly, distributors shall not require or encourage other current or prospective customers or distributors to make any purchase from, or payment to, any individual or other entity to participate in the Polaris Compensation Plan other than those purchases or payments identified as recommended or required in Official Polaris Materials.

3.2 ADVERTISING

All distributors shall safeguard and promote the good reputation of Polaris and its products. The marketing and promotion of Polaris, the Polaris opportunity, the Compensation Plan, and Polaris products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. Polaris specifically prohibits the use of mass unsolicited telephone autodialing, faxing, e-mail (“spam”), and “boiler-room” telemarketing operations. To promote both the products and the opportunity Polaris offers, distributors must use the sales aids and support materials produced by Polaris. If Polaris distributors develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding distributor’s good intentions, they may unintentionally violate any number of statutes or regulations affecting a Polaris business. These violations, although they may be relatively few in numbers, could jeopardize the Polaris opportunity for all distributors. Accordingly, distributors must submit all written sales aids, promotional materials, advertisements, websites and other literature to the Polaris Compliance Department for approval prior to use; unless the distributor receives specific written approval to use the material, the request shall be deemed denied. Submissions are to be made through the company support ticket system or emailed to compliance@myppgmail.com.

3.2.1 WEBSITE AND INTERNET

The Company maintains an official corporate website. Distributors are allowed to advertise on the internet through an approved Company programs which allow Distributors to choose from among approved outside vendors and/or Company generated splash page designs that can be personalised; splash pages give the Distributor a professional, Company approved presence on the internet. Persons using Company names, logos, trademarks, etc. on the internet or any other advertising medium must

follow company rules and regulations for such use. Violation of these rules and regulation are grounds for corrective measures. If an independent Distributor creates a website, the website must be approved by the Compliance Department and must comply with all general advertising standards. No Distributor website may contain guarantees of income. No website may contain misrepresentations of products, services or opportunity. No Distributor may link an unapproved website to an approved corporate website. Depending on the content of the material, additional disclosures may be required. All income and testimonials disclaimers must be placed as near to the claim as possible and in the same size and font as the claim.

Disclosures:

- Catch page disclaimer: “I wish to learn more, please contact me and provide more information about your amazing business opportunity and the award winning products and services available.” (should appear in the contact/reply section of all websites);
- Privacy disclaimer: We respect your right to privacy and comply with the Information Privacy Act 2000(Vic), Federal Privacy Act, among others. Personal information voluntarily disclosed including, but not limited to, name, address, telephone number, e-mail address will not be sold, rented, swapped or otherwise disclosed and will be used by us for the purpose of contacting you with information about our products, services or business opportunity as requested;
- Income with testimonial: We offer a work from home opportunity. The testimonials used are actual results of the individual and are exceptional results which may not apply to the average Associate and are not intended to represent or guarantee that anyone will achieve the same or similar results. Your results may vary and will be based on your individual experience, effort and desire. There are no guarantees concerning the level of success you may experience. We cannot guarantee your future results or success as in business there are unknown risks that we cannot foresee.
- Income only: We offer a work from home opportunity. Your results may vary and will be based on your individual experience, effort and desire. There are no guarantees concerning the level of success you may experience. We cannot guarantee your future results or success as in business there are unknown risks that we cannot foresee.
- Risk: Internet businesses and earnings derived therefrom, have unknown risks involved, and are not suitable for everyone. Making decisions based on any information presented in our products, services, or web site, should be done only with the knowledge that you could experience significant losses, or make no money at all. Only risk capital should be used.
- Risk: Being a business owner is not suitable for the risk adverse or individuals who are or ever have been mentally unstable or unwell or do not have the ability to handle the inevitable stress that results from taking on a new business venture.
- Income and results: While Polaris offers training and support for its Independent Distributors, Polaris, including Polaris Distributor leadership, cannot make someone successful. The business model, support structure and tools do cannot make you successful without your substantial and sustained effort. All Distributor successes are the result of the ir own hard work and tenacity and a willingness to accept the responsibility for learning new skills and developing themselves as a business professional and leader.

General Standards of Advertising include:

- All communications must be truthful, fair and accurate.
- Guarantees or promises of specific results are prohibited.
- Exaggerated, unwarranted, misleading or deceptive statements are prohibited.
- No advertisement may imply that a “job” or “position” is available;
- Income disclosure and a privacy statement are required on all websites and certain marketing campaigns;
- It is prohibited to use any public verbal or written statement on behalf of the company. This could be construed as a reflection of the official position of the Company.

3.2.2 ADVERTISING/MARKETING OF POLARIS GLOBAL MEDIA DOCUMENTARIES

Advertising/Marketing of the Documentary DVD’S produced by Polaris Global Media: Polaris Global distributors may sell the PGM documentary DVD’s by becoming a Polaris Global Media ‘affiliate’; ptsd-info.com. The use of movie titles, names of The Directors and Producers, images of the videos cover/jacket and any other pertinent information required to successfully market/retail these DVD’S in independent websites, social media, advertisements, flyers and banners is permissible. ALL Independent marketing MUST be submitted to the compliance department for approval prior to publication. You may submit your requests to compliance@mypgmail.com or submit a support ticket to compliance. The use of the above mentioned trademarks, names, titles, company name and copyright materials is ONLY permissible with regard to the Documentaries produced by Polaris Global Media. Such marketing and advertising is not permitted for any other products or educational materials/products.

3.2.3 BUSINESS CARDS AND STATIONERY

Any printed materials, including business cards and stationery, must be approved by the Company in advance. Criteria for approving these materials will include a judgment regarding the quality of the materials as well as properly setting forth the independent status of the Distributor.

3.2.4 COMPLIANCE TO GOVERNING LAW

Distributors who are operating another home based business, network marketing business, MLM business or any other business that provides an income opportunity governed by the same laws and rules as direct selling / network marketing / Multi-Level Marketing, must operate that business in accordance of the regulations set forth by the ACCC, FTC and other governing bodies and with the same standard of ethics, professionalism and compliance as set forth in this agreement. This would include personal conduct and behaviour, marketing, advertising and presentation of the opportunity.

3.3 PARTICIPATION IN POLARIS’ CORPORATE MARKETING EFFORTS

Polaris encourages distributor participation in the Company’s marketing efforts and distributors may

submit their marketing ideas to the Company. Likewise, distributors are encouraged to participate in all Company-sponsored telephone calls to interact and share ideas with Company leadership as well as other distributors. All submissions to the Company, including those coming by way of verbal participation in Company-sponsored telephone calls, become the property of Polaris. All Company-sponsored telephone calls are copyrighted material owned by Polaris and are intended for distributors' individual use. Any rebroadcast, reproduction or distribution of this copyrighted material without the express written consent of Polaris is prohibited.

3.3.1 REFERRAL SALES

It is unlawful to persuade a consumer to buy goods or services by promising benefits for assisting the supply of goods or services to other customers:

(a) a consumer is persuaded to buy goods or services by promises of a rebate, commission or other benefit for supplying information that helps the trader sell to other consumers, and

(b) the consumer does not get the promised benefit unless some other event happens after the agreement is made—for example, other consumers also have to buy the goods or services from the same supplier.

It is not 'referral selling' for a supplier to promise a benefit for simply providing the names of consumers or helping the trader supply goods.

3.4 TELEMARKETING TECHNIQUES

The use of any automated telephone solicitation equipment or "boiler-room" telemarketing operations in connection with the marketing or promotion of Polaris, its products or the opportunity, is prohibited.

The Federal Trade Commission, ACCC, Australian Consumer Law, among others, each has laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although the Company does not consider distributors to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties. Therefore, distributors must not engage in telemarketing in the operation of their Company businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Company product or service, or to recruit them for the Company opportunity. "Cold calls" made to prospective customers or distributors that promote either Company products or services or the Company opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective customer or distributor (a "prospect") is permissible under the following situations but should be advised that if a sale of good or services is a result, it could be considered an unsolicited sale and must be processed according to the governing regulations (3.4.1., 3.4.2):

a) You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with whom you have at least a recent first-hand relationship within the preceding three (3) months. Bear in mind, however, that if you make a habit of "card collecting" with everyone you meet and subsequently calling them, the FTC may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.

b) The prospect's personal inquiry or application regarding a product or service offered by the distributor, within the three (3) months immediately preceding the date of such a meeting.

c) If the distributor has an established business relationship with the prospect. An "established business relationship" is a relationship between a distributor and a prospect based on the prospect's purchase, rental or lease of goods or services from the distributor, or a financial transaction between the prospect and the distributor within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.

d) If the distributor receives written and signed permission from the prospect authorizing the distributor call, the authorisation must specify the telephone number(s) which the distributor is authorized to call.

e) In addition, distributors shall not use automatic telephone dialing systems relative to the operation of their Company businesses. The term "automatic telephone dialing system" means equipment which has the capacity to (a) store or produce telephone numbers to be called, using a random or sequential number generator, and (b) to dial such numbers.

3.4.1 DEFINITION OF SALES; SOLICITED VS. UNSOLICITED PER AUSTRALIAN CONSUMER LAW

"A sale is determined to be a solicited or unsolicited sale from the perspective of the Consumer and is dependent upon whether the sale was made with or without the invitation of the Consumer. Sales made with invitation from the Consumer to the Seller/Supplier are considered to be 'solicited sales'; sales made without invitation from the Consumer to the Seller/Supplier are considered to 'unsolicited sales'.

*Purchases made from a retail store, kiosk, trade show **or that are a result of a Consumer responding to advertising and/or requesting information are examples of 'solicited sales'** as the Consumer has solicited goods or services from the Seller/Supplier.*

Purchases made as a result of telemarketing, doorstep selling, spam email, home parties (unless disclosure of intent to sell has been made), or any other uninvited sales method are considered to be 'unsolicited sales'. A sale will also be considered an 'unsolicited sale' as follows:

The Consumer / Customer give his / her contact details to the supplier for the purpose (for example, direct sale career opportunity) and then the supplier contacts the Customer for another purpose (this could be in addition to or in place of the purpose such as promoting products)

Or The Consumer / Customer returns a missed call from the Supplier or responds to any unsuccessful attempt from the Supplier to contact the Customer (this could be construed in ways other than the obvious as no mention of whether the Consumer or the Supplier made the initial contact). For the purpose of the following, it is perceived that implied initial contact is made by Supplier."

3.4.2 UNSOLICITED SALES REGULATIONS

Any sale determined to be an unsolicited sale, must adhere to governing regulations. A Seller/Supplier can't promote goods or services on a Sunday. If Customer wants to purchase goods or services, Seller must:

- tells Customer (s)he wants to sell products;
- advises Customer that if (s)he requests, Seller must immediately leave;
- tells Customer her/his name and address;
- If Customer asks Seller to leave, (s)he must leave and not approach Customer about any goods or services available from the Company she solicited to the Customer for at least 30 days but she can contact Customer about another company's products during that period.

Seller must follow these terms:

- Customer can cancel her purchase within 10 clear business days;
- Customer must be informed of this right and how to cancel the agreement;

Customer must be told that products can't be supplied nor payment accepted for 10 clear business days, and she must also be given this information in writing; this information has to be "attached" to the purchase agreement, transparent (clear, plain, understandable language) and in the most prominent text except for Seller's name or logo.

- Seller and Customer must each sign the purchase agreement and Customer immediately be given a copy, and both also have to sign any alteration.
- Seller must be sure the purchase agreement conspicuously, prominently and transparently sets out her name, her ABN or ACN, business (her residential) address, email address and fax number;
- Sets out the "full terms" of the agreement including the purchase price (s. 79(a)(i)) and any 'her right to cancel the agreement, and includes this text:

Important Notice to Consumer

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

- The front page is signed by Customer and dated.
- Seller must also ensure Customer gets a notice that she can use to cancel the agreement, and is in a form approved by the Minister.
- If Customer decides to cancel the agreement she doesn't have to use the approved notice and can otherwise cancel the agreement in writing or orally.

3.5 TRADEMARKS AND COPYRIGHTS

The name Polaris Global, Polaris Global Marketing, Polaris Global Media and other names as may be adopted by Polaris are proprietary trade names, domain names, trademarks and service marks of Polaris. As such, these marks are of great value to Polaris and are supplied to distributors for their use only in an expressly authorised manner. Use of the Polaris name or any form thereof, including their use as or within Internet domain names, on any item not produced by the Company is prohibited. Use of the company name is permitted on business cards, email and stationary signatures or headers as follows:

Distributor's Name

Independent Polaris Global™ Distributor

Written approval from the Company must be acquired prior to the use of "Polaris" and/or any of Polaris' product names or likeness in his or her advertising, the distributor must identify the mark as the property of Polaris Global Marketing, LLC. All distributors may list themselves as an "Independent Polaris Distributor" in the white or yellow pages of the telephone directory under their own name. No distributor may place telephone directory display ads using Polaris' name or logo. Distributors may not answer the telephone by saying "Polaris", "Polaris Global", or in any other manner that would lead the caller to believe that he or she has reached Corporate Offices of Polaris. Distributors may not produce for sale, or any other purpose, any recorded Company events and speeches without written permission from Polaris; nor may distributors reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations. In accordance with a distributor's strict adherence to the foregoing instruction on the use of Polaris trademarks, Polaris grants to each distributor so adhering, a nonexclusive license (without any right to sub-license) to use said marks. Said license may be revoked at any time at the discretion of Polaris. The Distributor agrees to notify Polaris promptly of any actual or suspected infringement of the intellectual property.

3.6 MEDIA AND MEDIA INQUIRIES

Distributors must not attempt to respond to media inquiries regarding Polaris, its products or services, or their independent Polaris business. All inquiries by any type of media must be immediately referred to the Polaris Corporate Office; contact@mypgmail.com or 480-522-1024 ext. 103.

3.7 CHANGES TO THE POLARIS BUSINESS

Distributors must immediately notify Polaris of all changes to the information contained on his or her

Distributor Agreement. Distributors may modify their existing Distributor Agreement (i.e. change the form of ownership from an individual proprietorship to a Business Entity owned by the distributor) by submitting a written request, and appropriate supporting documentation.

3.8 ADDITION OF CO-APPLICANTS

When adding a co-applicant (either an individual or a business entity) to an existing Polaris business, the Company requires a written request as well as a properly completed Distributor Agreement and signatures. To prevent the circumvention of the “Sale, Transfer or Assignment of Polaris Business” section (regarding transfers and assignments of Polaris business), the original applicant must remain as a party to the original Distributor Agreement. If the original distributor wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with the “Sale, Transfer or Assignment of Polaris Business” section of these Policies. If this process is not followed, the business shall be canceled upon the withdrawal of the original distributor. Any bonus or commission cheques due will be sent to the address on record of the original distributor. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in “Change of Sponsor” section of these Policies.

Polaris may, at its discretion, require Notarized documents before implementing any changes to a Polaris business. Please allow thirty (30) days after the receipt of the request by Polaris for processing.

3.9 CHANGE OF SPONSOR

The transfer of a Polaris business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the Polaris Corporate Office, and must include the reason for the transfer. Transfers will only be considered in the following three (3) circumstances:

- Within ten (10) business days of enrollment date, the distributor seeking to transfer submits a properly completed Sponsorship and Enroller Transfer Form which includes the signature of the distributor seeking to transfer, the signature of the original Sponsor/Enroller.
- In cases involving fraudulent inducement or unethical sponsoring, a distributor may request that he or she be transferred to another organisation with his or her entire Marketing Organisation intact. All requests for transfer alleging fraudulent enrollment practices shall be evaluated on a case by case basis, and must be submitted to the Company in writing within sixty (60) days from the enrollment date. The request must include a detailed description, supporting evidence or documentation, of why the distributor believes his or her enrollment was fraudulently induced.
- The distributor seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of all parties whose income will be immediately affected by the transfer. All distributor signatures must be notarised. Transferring distributors must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by Polaris for processing and verifying change requests. A transferring distributor’s downline shall remain in the original genealogy

and shall not be moved with the transferring distributor; however Polaris reserves the right to make downline genealogy changes at its discretion for reasonable business purposes.

3.10 CANCELLATION AND RE-APPLICATION

A distributor may legitimately change organisations by voluntarily canceling his or her Polaris business and remaining inactive (i.e., no purchases of Polaris products for resale, no sales of Polaris products, no sponsoring, no attendance at any Polaris functions, with the exception of Company conferences to which tickets were purchased by the distributor, as a customer, for personal use, participation in any other form of distributor activity, or operation of any other Polaris business) for six (6) full calendar months. Following the six-month period of inactivity, the former distributor may reapply under a new Sponsor.

3.11 INDEMNIFICATION FOR UNAUTHORIZED CLAIMS AND ACTIONS

A distributor is fully responsible for all of his or her verbal and/or written statements made regarding Polaris products, services, and the Compensation Plan which are not expressly contained in Official Polaris Materials. Distributors agree to indemnify Polaris and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or loss of business or investment incurred by the distributor as a result of the distributor's unauthorised representations or actions. This provision shall survive the cancellation of a distributor's Agreement.

3.12 PRODUCT CLAIMS

No claims as to any products offered by Polaris may be made except those contained in Official Polaris Materials. In particular, no distributor may make any claim that Polaris products are useful in the cure, treatment, diagnosis, mitigation or prevention of any mental (or physical) condition such as anxiety, depression, among others. Such statements can be perceived as therapeutic or medical claims.

3.13 INCOME CLAIMS

In their enthusiasm to enroll prospective distributors, some distributors are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of the Polaris business model and compensation plan. This is counterproductive because new distributors may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At Polaris, we firmly believe that the Polaris income potential is great enough to be highly attractive, without reporting the earnings of others. While distributors may believe it beneficial to provide copies of cheques, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Polaris as well as the distributor making the claim unless appropriate disclosures are also made contemporaneously with the income claim or earnings representation. Because Polaris distributors may not have the data necessary to comply with the legal requirements for making income claims, a distributor, when presenting or discussing the Polaris opportunity or Marketing and Compensation Plan to a prospective distributor or otherwise, may not make income projections, income claims and only disclose his or her earning in an approved form. A distributor may, at his/her discretion, may choose to reveal or allow the company to reveal his/her

earnings for a particular time period; this does not entitle other distributors to reveal such information nor does it limit his/her ability to keep earnings from other time periods private.

3.14 COMMERCIAL OUTLETS

Polaris strongly encourages the retailing and selling of its products and services through person-to-person contact. Distributors must obtain written authorisation from Polaris prior to selling any Polaris products in a retail outlet, and Polaris retains the discretion to restrict its products from being sold in any retail location, which it does not deem acceptable.

3.15 TRADE SHOWS, EXPOSITIONS AND OTHER SALES FORUMS

Distributors may display and/or sell Polaris products at trade shows and professional expositions upon written approval from the Company. Distributors may not display and/or sell Polaris products at swap meets, garage sales, flea markets, farmer's markets, or Internet auction sites, without the prior written consent of the Company.

3.16 CONFLICTS OF INTEREST/NONSOLICITATION/CROSS PROMOTION/RAIDING

Polaris distributors are free to participate in other multilevel or network marketing business ventures or marketing opportunities. However, during the term of this Agreement, and, for a period of three (3) years following the cancellation thereof, a distributor or former distributor may not recruit nor offer for sale non-Polaris products or services to any Polaris distributor or customer for another multilevel or direct sales marketing business. Because network marketing is often conducted over the telephone and via the Internet through networks of individuals spanning the U.S. and internationally, any narrow geographic limitation on the scope of this non-solicitation policy would render it ineffective. Therefore, this policy shall apply to all countries where Polaris is doing business. The term "recruit" means actual or attempted solicitation, enrollment, encouragement or effort to influence in any way, either directly or through a third party, a Polaris distributor or customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. If the distributor or former distributor directly or indirectly responds to an inquiry by a Polaris distributor, this also constitutes recruiting. Distributors may not display Polaris products or services with any other non-Polaris products or services. Distributors may not offer the Polaris opportunity, products or services to prospective or existing customers or distributors in conjunction with any non-Polaris program, opportunity, product or service. Distributors may not offer any non-Polaris opportunity, products or services at any Polaris-related meeting, seminar, convention, or on or during any Company training platform.

3.17 SOCIAL MEDIA

At no time will a Polaris distributor knowingly promote, nor mention their involvement with, any non-Polaris opportunity on any social media site in which their account/page has social networks in which it is reasonable to assume are inclusive of other Polaris distributors. Marketing non-Polaris business opportunities, products or services on social media pages/accounts which include another Polaris distributor within its network of connections, friends or following is considered cross-promotion.

3.18 BUSINESS MANAGER

All business organisation/genealogy reports available in the distributor's business manager account and the information and intellectual property, contained therein, are confidential and constitute proprietary business trade secrets information belonging to Polaris. Business organisation information is provided to distributors in strictest confidence and is made available to distributors for the sole purpose of assisting distributors in working with their respective Marketing Organisations in the development of their Polaris business. Distributors should use the information in the business manager to manage, motivate and train their Downline distributors. The distributor and Polaris agree that, but for this agreement of confidentiality and nondisclosure and recognition of Polaris property in the Downline Activity Reports, Polaris would not provide genealogy information to the distributor. Accordingly, distributors shall not,

on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in the Business Manager to any third party;
- Use the information to compete with Polaris or for any purpose other than promoting his or her Polaris business; recruit or solicit any distributor or customer of Polaris listed on any report, or in any manner attempt to influence or induce any distributor or customer of Polaris, to alter their business relationship with Polaris;
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in the Business Manager.
- Upon demand by the Company, any current or former distributor will return the original and all copies of Downline Activity Reports to the Company. The provisions of Sections 3.17, 3.17.1, 3.17.2, shall survive the termination or cancellation of a distributor's Distributor Agreement with Polaris.

3.19 CROSS-SPONSORING

Actual or attempted cross-group sponsoring is strictly prohibited. "Cross- group sponsoring" is defined as the enrollment, indirect or otherwise, of an individual or entity that already has a current customer number or Distributor Agreement on file with Polaris, or who has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, DBAs (doing business as), assumed names, corporations, partnerships, trusts, Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a Polaris business in accordance with the "Sale, Transfer or Assignment of Polaris Business" section of these Policies.

3.20 ERRORS OR QUESTIONS

If a distributor has questions about or believes any errors have been made regarding commissions, bonuses, Genealogy or charges, the distributor must notify Polaris within sixty (60) days of the date of the purported error or incident in question. Polaris will not be responsible for any errors, omissions or problems not reported within sixty (60) days.

3.21 EXCESS INVENTORY PURCHASES PROHIBITED

Distributors are not required to carry inventory of products or sales aids. Distributors who do so may find making retail sales and building a Marketing Organisation somewhat easier because of the decreased response time in fulfilling customer orders or in meeting a new distributor's needs. Each distributor must make his, or her, own decision with regard to these matters. To ensure that distributors are not encumbered with excess inventory that they are unable to sell, such inventory may be returned to Polaris upon the distributor's cancellation or termination pursuant to the "Return of Inventory and Sales Aids by Distributors" section of these Policies. Distributors may not purchase more inventory than they can reasonably resell or consume in a month, nor may they encourage others to do so.

3.22 RIGHT OF PUBLICITY

Distributors authorise Polaris to use their name, photograph, personal story and/ or likeness in the Company's advertising and/or promotional materials and waive all claims for remuneration for such use.

3.23 GOVERNMENTAL APPROVAL OR ENDORSEMENT

Federal and state regulatory agencies and/or officials do not approve or endorse any direct selling or network marketing companies or programs. Therefore, distributors shall not represent or imply that Polaris or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

3.24 INCOME TAXES

Each distributor is responsible for paying local, state and federal taxes on any income generated as an independent distributor. Every year, Polaris will provide an IRS Form 1099 MISC (Non-employee Compensation) earnings statement to each U.S. resident as required by the Internal Revenue Service. Most, if not all, income earned by a Polaris Distributor is retained up front. This income will not be included on a 1099 form. It is up to each Distributor to track and report to the appropriate taxing authority all incomes earned each year. Please consult a local competent tax specialist to fully understand your responsibilities. If a Polaris business is tax exempt in the U.S., the Federal Tax Identification Number must be provided to Polaris.

3.25 INDEPENDENT CONTRACTOR STATUS

A Polaris Global Distributor is an independent contractor, and is not a purchaser of a franchise or a business opportunity. The agreement between Polaris and its distributor does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the distributor. A distributor shall not be treated as an employee for his or her services or for Federal or State tax purposes. All distributors are responsible for paying local, state, and federal taxes due from all compensation earned as a distributor of the Company. All distributors are also responsible for maintaining any policies of insurance (such as accident insurance or workers compensation cover) that they are required by law to obtain. The distributor has no authority (express or implied), to bind the Company to any obligation. Each distributor shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Agreement inclusive of the Distributor Agreement, these Policies, and applicable laws.

3.26 INTERNATIONAL MARKETING

Because of critical legal and tax considerations, Polaris must limit the resale of Polaris products and services, and the presentation of the Polaris business opportunity to prospective customers and distributors located within the United States and U.S. Territories and other authorised countries. Moreover, allowing a few distributors to conduct business in markets not yet opened by Polaris would violate the concept of affording every distributor the equal opportunity to expand internationally. Accordingly, distributors are authorised to sell Polaris products and services, and enroll customers or distributors only in the countries in which Polaris is conducting business; contact the Polaris Compliance Department for details. No distributor may sell, give, transfer, import, export or distribute Polaris products, services or sales aids in any unauthorised country. In addition, no distributor may, in any

unauthorized country: (A) conduct sales, enrollment or training meetings; (B) enroll or attempt to enroll potential customers of distributors; or (C) conduct any other activity for the purpose of selling Polaris products, establishing a Marketing Organization, or promoting the Polaris opportunity.

3.27 ADHERENCE TO LAWS AND ORDINANCES

Many cities and counties have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to distributors because of the nature of their business. However, distributors must obey those laws that do apply to them. If a city or county official tells a distributor that an ordinance applies to him or her, the distributor shall be polite and cooperative, and immediately send a copy of the ordinance to the Polaris Compliance Department. In many cases there are exceptions to the ordinance that apply to Polaris distributors.

3.28 COMPLIANCE WITH LAWS AND ETHICAL STANDARDS

Distributors shall comply with all federal, state and local laws and regulations in the conduct of their businesses. In connection with the operation of a distributor's Polaris business, the violation of any law, or any conduct that is unethical or, in Polaris' sole discretion, may tend to damage its reputation or goodwill, shall be grounds for disciplinary action.

3.29 ONE POLARIS BUSINESS PER DISTRIBUTOR

A distributor may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Polaris business. No individual may have, operate or receive compensation from more than one Polaris business.

3.30 ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED INDIVIDUALS

If any member of a distributor's immediate household engages in any activity which, if performed by the distributor named on the application, would violate any provision of the Agreement, such activity will be deemed a violation by the distributor and Polaris may take disciplinary action pursuant to these Policies against the named distributor.

3.31 REPACKAGING AND RE-LABELING PROHIBITED

Distributors may not repackage, re-label, refill or alter the labels on any of the Polaris products, information, materials or programs in any way. Polaris products must be sold in their original containers only. Such re-labeling or repackaging would likely violate federal and state laws, which could result in severe criminal penalties. You should also be aware that civil liability can arise when, as a consequence of the repackaging or re-labeling of products, the persons using the products suffer any type of injury or their property is damaged.

3.32 COMMUNICATION OPT-IN

Distributor authorizes Polaris to send to Distributor unsolicited Company messages, whether in the form of e-mails, faxes or telephone calls or some other format, whether recorded or in-person, at any time provided that the message is connected with the business of Polaris. Associates are welcome to 'opt out' however upon opting out their Distributor Agreement will become subject to cancellation at the sole discretion of the Company.

3.33 ROLL-UP OF MARKETING ORGANISATION

Upon cancellation of a distributor, all individuals in the canceling distributor's register(s) shall move to the register(s) of the next qualified upline Director at the respective product level.

3.34 SALE, TRANSFER OR ASSIGNMENT OF POLARIS BUSINESS

Although a Polaris business is a privately owned, independently operated business, the sale, transfer or assignment of a Polaris business is subject to certain limitations*. Unless otherwise agreed to in writing, if a distributor wishes to sell his or her Polaris business, the following criteria must be met:

- A Polaris Business must be a bone fide business. A bone fide business will have a Marketing Organisation and will have generated sales;
- The distributor shall offer the Company the right of first refusal to purchase the business on the same terms as it would be offered to any third party. If the Company purchases the business, it is up to the Company's discretion whether to retain the business or allow a roll-up to occur;
- Protection of the existing line of sponsorship must always be maintained so that the Polaris business continues to be operated in that line of sponsorship;
- A buyer or transferee must become a qualified Polaris distributor. If the buyer is an active Polaris distributor, he or she must first terminate his or her Polaris business and remain inactive for six (6) full calendar months before becoming eligible for a purchase, transfer, assignment or acquisition of any interest in the Polaris business;
- Before the sale, transfer or assignment can be finalised and approved by Polaris, any debt obligations the selling distributor has with Polaris must be satisfied;
- The selling distributor must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a Polaris business;
- Prior to offering a Polaris business for sale, the selling distributor must notify Polaris' Corporate Offices of his or her intent to sell the Polaris business.

**Products purchased for personal use, by a Polaris Business Owner, are NOT transferrable in the event the Polaris Business is sold.*

3.35 SEPARATION OF A POLARIS BUSINESS

Distributors sometimes operate their Polaris businesses as husband-wife partnerships, other life partnerships, regular partnerships, corporations, or trusts. At such time as personal relationships may break up or a corporation, partnership or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If in the sole and unfettered discretion of the Company, the separating parties fail to provide for the best interests of other distributors and the Company, Polaris may, at its own discretion, terminate the Distributor Agreement and roll-up their entire Marketing Organisation pursuant to the "Roll-Up of Marketing Organisation" section of these Policies. During the pendency of a relationship break up or entity dissolution, the parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s), operate the Polaris business pursuant to an assignment in writing whereby the relinquishing person, shareholders, partners or trustees authorise Polaris to deal directly and solely with the other person or non-relinquishing shareholder, partner or trustee; or
- The parties may continue to operate the Polaris business jointly, whereupon all compensation paid by Polaris will be paid in the joint names of the distributors or in the name of the entity to be divided as the parties may independently agree between themselves.

If the parties elect neither of the foregoing, Polaris will continue to pay any compensation, where applicable, to the same individual(s) to whom compensation was paid prior to the filing of the commencement of the relationship break up or dissolution proceeding. Subject to all applicable laws and/or orders of courts of competent jurisdiction, Polaris will not permit a division of a business entity. Similarly, Polaris will not split compensation between couples who are breaking up or members of dissolving entities. Polaris will recognise only one business entity and will issue only one cheque per business entity per quarter. Compensation cheques shall always be issued to the same individual or entity as it was issued prior to the break up. In the event that parties to a relationship break up or dissolution proceeding are unable to resolve a dispute over the disposition of commissions and ownership of the business entity within six (6) months following the initiation of action to break up a relationship or institution of dissolution proceedings, Polaris may, at its own discretion and subject to all applicable laws and/or orders of courts of competent jurisdiction, cancel the Distributor Agreement. If a former spouse has completely relinquished all rights in his or her original Polaris business, he or she is thereafter free to enroll under any Sponsor of his or her choosing, and need not wait six (6) months before reapplying. If a former entity affiliate has completely relinquished all rights in his or her original Polaris business, he or she must remain inactive for six (6) full calendar months before becoming eligible for a purchase, transfer, assignment or acquisition of any interest in the Polaris business or before re-applying. In the case of business entity dissolution, the party(s) relinquishing their interest in the business must remain completely inactive for six (6) calendar months before they may re-apply under a new Sponsor. In divorce and entity dissolution cases, the relinquishing party(s) shall have no rights to any distributors in their former organisation or to any former retail customer. They must develop the new business in the same manner as would any other new distributor.

3.36 SPONSORING

All Active Distributors in good standing have the right to sponsor/enroll others into Polaris in accordance with the Compensation Plan. Each prospective customer or distributor has the ultimate right to choose his or her own Sponsor. If two distributors claim to be the Sponsor/Enroller of the same new distributor or customer, the Company shall regard the first application received by the Company as controlling.

3.37 TRANSFER UPON DEATH OF A DISTRIBUTOR

Upon the death of a distributor, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a distributor should consult an attorney to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Polaris business is transferred by a will or other testamentary

process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased distributor's Marketing Organisation provided the following qualifications are met.

The successor(s) must:

- Execute a Distributor Agreement;
- Provide an original death certificate and a Notarised copy of the will or other instrument establishing the successor's right to the Polaris business;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased distributor's status;
- Form a business entity and, in the U.S., acquire a Federal Tax Identification Number, if the business is bequeathed to or inherited by joint heirs. Polaris will issue all compensation cheques and, in the U.S., one IRS Form 1099 to the business entity. The heirs must provide Polaris with an address of record to which all compensation cheques will be sent.

3.38 TRANSFER UPON INCAPACITATION OF A DISTRIBUTOR

To effect a transfer of a Polaris business because of a distributor's incapacity, the successor must provide the following to Polaris: (1) a notarised copy of an appointment as trustee; (2) a Notarised copy of the trust document or other documentation establishing the trustee's right to administer the Polaris business; and (3) a completed Distributor Agreement executed by the trustee. The trustee must then:

- Execute a Distributor Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the incapacitated distributor's status.

3.39 PRIVACY

While carrying out their role, a distributor will receive personal information about others. Distributors must treat any personal information in the manner required by privacy legislation in force in their state or country of operation.

3.39.1 A distributor must not disclose, or allow to be disclosed (other than to Polaris), Confidential Information belonging to any other party except:

(a) with the consent in writing of the other party;

(b) if required to do so by law;

(c) to advisers or consultants (including lawyers and accountants), provided that any adviser or consultant who is not under a professional obligation to keep such information confidential, must first execute a confidentiality agreement in which that adviser or consultant undertakes the same obligations in relation to the Confidential Information as the relevant distributor undertakes in this Agreement.

3.39.2 The distributor must take, or cause to be taken, reasonable precautions necessary to maintain the secrecy and confidentiality and to prevent the disclosure of the Confidential Information.

3.39.3 Upon request, termination or expiration of this Agreement, each distributor shall return to Polaris all documents, materials and other media containing Confidential Information belonging to another party.

4. RESPONSIBILITIES OF DISTRIBUTORS

4.1 CHANGE OF ADDRESS AND/OR CONTACT INFORMATION

To ensure timely delivery of products, support materials and commission cheques, it is critically important that Polaris' files are current. Polaris must be provided a current email address and phone number. Distributors planning to move should send their new address and telephone number to Polaris' Corporate Office at contact@mypgmail.com.

4.2 CONTINUING DEVELOPMENT OBLIGATIONS AND ONGOING TRAINING

Any distributor who is the Sponsor of another distributor must perform a bona fide supervisory function to ensure that his or her Downline is properly operating his or her Polaris business. Distributors must have ongoing contact, communication and management supervision with the distributors in their Marketing Organizations. Examples of such contact and supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of Downline Distributors to Polaris meetings, training sessions, and other functions. Upline distributors are also responsible to motivate and train new distributors in Polaris product knowledge, effective sales techniques, the Polaris Compensation Plan and compliance with Company Policies.

4.3 INCREASED TRAINING RESPONSIBILITIES

As distributors progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Polaris program. They will be called upon to share this knowledge with lesser experienced distributors within their Marketing Organization.

4.4 ONGOING SALES RESPONSIBILITIES

The Distributor is authorized, but not obliged, to purchase and re-sell the products of the company subject to these terms. Regardless of their level of achievement, it is in the best interest of distributors to continue to personally promote sales through the generation of new customers and through servicing their existing customers.

4.5 NON-DISPARAGEMENT

Polaris wants to provide its independent distributors with the most superior products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Polaris Compliance Department at compliance@mypgmail.com. While Polaris welcomes constructive input, negative comments and remarks made by distributors about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Polaris distributors. For this reason, and to set the proper example for their Downline Organisation, distributors must not disparage, demean or make negative

remarks about Polaris, other Polaris distributors, Polaris' products, the Compensation Plan, or Polaris' directors, officers or employees.

4.6 PROVIDING DOCUMENTATION TO APPLICANTS

Distributors must provide the most current version of the Policies and Compensation Plan to individuals whom they are sponsoring to become distributors before the applicant signs a Distributor Agreement. Additional copies of the Policies can be acquired from Polaris or online in the Business Manager.

4.7 REPORTING POLICY VIOLATIONS

Distributors observing a violation of the Policies by another distributor should submit a written Incident Report of the violation directly to the attention of the Polaris Compliance Department. Details of the incident such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. By submitting an Incident Report, distributor understands that their name may be disclosed to parties included in the report during investigation.

4.8 COMMUNICATING WITH COMPANY

Communication between the Company and its Distributors regarding orders, compliance matters, customer service, Marketing Organization matters, among others, will be necessary from time to time. Distributors must, not only provide and maintain a current email address in their account, but also respond to any emails received from the Company within the time-frame indicated in the email; failure to comply may be cause for corrective measures (Disciplinary Sanctions 8.1).

5. SALES REQUIREMENTS

5.1 PRODUCT SALES

The Polaris Compensation Plan is based upon the sale of Polaris products and services to end consumers.

5.2 NO PRICE OR TERRITORY RESTRICTIONS

Distributors are not required to sell Polaris products at the suggested retail prices set out in the Polaris Product Price Sheet. Distributors may sell Polaris products at any price they choose. There are no exclusive territories granted to anyone.

5.3 SALES RECEIPTS

If a distributor sells any Polaris product from his or her inventory, where applicable, he or she must give the customer a copy of a Polaris retail sales receipt at the time of the sale in addition to the cancellation policy and terms of sale. Distributors must maintain all retail sales receipts and signed purchase agreements for a period of two (2) years and furnish them to Polaris at the Company's request.

5.3.1 GST INVOICE

Selling distributor is responsible for providing to the customer upon request a GST invoice. GST invoice must be labeled 'GST Invoice' and reflect a final cost of all monies collected; purchase price, GST paid, bank fees, etc.

5.4 RECORD KEEPING

The Company encourages each independent distributor to keep accurate sales records.

6. COMPENSATION

6.1 DIRECTOR BONUS, RETAIL PROFITS AND SALES INCENTIVE QUALIFICATIONS

A distributor must be active, in good standing and in compliance with the Agreement to qualify for Directors Bonus, Retail Profit and Sales Incentives. Director Bonus' and Retail Profits are earned up-front and retained by the qualified Director/Associate at the time of sale. So long as a Distributor complies with the terms of the Agreement, Polaris shall pay sales incentives as defined in the Compensation Plan or other promotional document. The minimum amount for which Polaris will issue a cheque is determined by the Company. If a distributor's incentives do not equal or exceed the minimum amount, the Company will accrue the incentives until they reach the minimum amount. A cheque will be issued once this amount has been accrued.

6.2 RETURNED PRODUCTS AND SERVICES

Distributors receive up front director bonus' and/or retail profits based on the actual sales of products to end consumers. When a product is returned to Polaris for a refund or is repurchased by the Company, Polaris will refund the company portion of the product price to the selling distributor; the selling distributor will be fully responsible for refunding the customer the full purchase price.

6.3 UNCLAIMED COMMISSIONS AND CREDITS

Distributors must deposit or cash commission and bonus cheques within six (6) months from their date of issuance. A cheque that remains uncashed after six (6) months will be void. After a cheque has been voided, Polaris will credit the distributor's account. There shall be a \$25.00USD charge for such a transaction. Any credit unused within 12 months of issuance will be forfeited.

7. PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

7.1 PRODUCT GUARANTEE

Polaris offers a one hundred percent (100%) 10-day money back satisfaction guarantee (less shipping charges) to all customers. If a customer, including those who are also an Associate, purchased a product from a Polaris distributor, the customer must return the product to that distributor for a refund, replacement or exchange (at the option of the customer); all refunds are the responsibility of the Selling Distributor.

If a distributor is unsatisfied with any Polaris product purchased for personal use, the distributor may return the product within ten (10) calendar days from the order processing date for a one hundred percent (100%) refund, a replacement or exchange (less shipping charges). Nothing in these Policies is intended to exclude, restrict or modify any right conferred by statute.

Additionally, Polaris will provide a one year guarantee against manufacturer defects or malfunction on any physical Polaris product; this does not apply to web-based, online service, or any intangible service or product. Polaris will replace the defective product at its expense.

7.2 RETURNS BY DISTRIBUTORS (PRODUCTS RETURNED BY PERSONAL RETAIL CUSTOMERS)

If a personal retail customer returns a product to the distributor from whom it was purchased, the distributor may return it to the Company for an exchange or replacement (the distributor returning the product is responsible for all shipping charges).

7.3 RETURN OF INVENTORY AND SALES AIDS BY DISTRIBUTORS

Upon cancellation of a distributor's Distributor Agreement, the distributor may return inventory and sales aids purchased within one (1) year prior to the date of cancellation for a refund if he or she is unable to sell or use the merchandise. A distributor may only return products and sales aids he or she personally purchased from the Company under his or her Distributor Identification Number, and which are in Resalable condition. Upon receipt of the products and sales aids, the distributor will be reimbursed ninety percent (90%) of the net cost of the original purchase price(s), less shipping charges. If the purchases were made through a credit card, the refund will be credited back to the same account. The Company shall deduct from the reimbursement paid to the distributor any commissions, bonuses, rebates or other incentives received by the distributor which were associated with the merchandise that is returned. Repurchase of inventory does NOT include any product purchased by the distributor for personal consumption or any outdated sales aids or product.

7.4 PROCEDURES FOR ALL RETURNS

The following procedures apply to all returns for refund, repurchase or exchange:

- Purchaser/customer must return product to the selling distributor at the selling distributor's expense;
- All merchandise must be returned to Polaris by the distributor or customer who purchased it directly from Polaris;
- All products to be returned must have a Return Authorization Number which will be obtained in writing from the Polaris Orders Department at orders@myppgmail.com. This Return Authorization Number must be written on each carton returned;
- Nonphysical products, such as services or online accounts, will be inactivated upon receipt of a valid cancellation/return/refund request;
- Seller must refund to the purchaser the full purchase price, in accordance with the right of rescission and product guarantee, within 10 business days of the date of cancellation.

The return must be accompanied by:

- A copy of the original dated retail sales receipt (if product was returned to the distributor by a retail customer); and
- The product in its original container. Proper shipping carton(s) and packing materials are to be used in packaging the product(s) being returned for replacement. All returns must be shipped to Polaris shipping pre-paid.

Polaris does not accept shipping-collect packages. The risk of loss in shipping for returned product shall be on the distributor. It is the sole responsibility of the distributor to trace, insure, or otherwise confirm that the Company has received the shipment.

If a distributor is returning merchandise to Polaris that was returned to him or her by a personal retail customer, the product must be received by Polaris within twenty (20) days from the date on which the retail customer returned the merchandise to the distributor, and must be accompanied by the sales receipt the distributor gave to the customer at the time of the sale. No refund or replacement of product will be made if the conditions of these rules are not met.

8. DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

8.1 DISCIPLINARY SANCTIONS

Violation of the Agreement, inclusive of these policies, the Distributor Agreement, and Compensation Plan, or any illegal, fraudulent, deceptive or unethical business conduct by a distributor may result, at Polaris' discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Require the distributor to take immediate corrective measures;
- Suspension of the individual's Distributor Agreement for a period of time deemed necessary at the sole discretion of the Company; suspensions may result from, but not limited to, the following reasons: failure to respond to the Polaris Global Compliance department as requested, failure to take corrective action, or during an investigation of alleged infractions;
- Involuntary cancellation of the offender's Distributor Agreement;
- Any other measure expressly allowed within any provision of the Agreement or which Polaris deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the distributor's Policy violation or contractual breach; and/or
- In situations deemed appropriate by Polaris, the Company may institute legal proceedings for monetary and/or equitable relief.

8.2 GRIEVANCES AND COMPLAINTS

When a distributor has a grievance or complaint with another distributor regarding any practice or conduct in relation to their respective Polaris businesses, the complaining distributor should report it, in writing, to the Polaris Compliance Department copying the Distributor they are reporting.

8.3 APPEALS OF SANCTIONS

Following the issuance of a sanction (other than a suspension pending an investigation or as a result of failure to respond/comply), the disciplined distributor may appeal the sanction to the Company. The distributor's appeal must be in writing and received by Polaris Compliance Department within fifteen (15) days from the date of Polaris' sanction notice. If the appeal is not received by Polaris within the fifteen (15) day period, the sanction will be final. The distributor must submit all supporting documentation with his or her appeal correspondence and specify in full detail the reasons why he or she believes the Company's initial determination was erroneous. This report should include all supporting evidence. If the distributor files a timely appeal of the sanction, the Company will review and reconsider the sanction, consider any other appropriate action and notify the distributor in writing of its decision.

8.4 ARBITRATION

In the event that a dispute arises between the parties relating to either the terms of this agreement or the parties' relationship in general, either party may serve notice that it desires to have the dispute mediated by a mediator selected in accordance with the procedures of the American Arbitration Association, or as agreed by the Parties to the dispute. Once elected, the parties must allow a minimum of sixty (60) days to resolve the dispute through mediation. If the dispute is not resolved through mediation, then it shall be submitted to final and binding arbitration by a committee of arbitrators (one appointed by Company, one appointed by distributor and one appointed by two so appointed). The arbitrators will abide by the rules of the American Arbitration Association and judgment may be obtained on the award in any court of competent jurisdiction. Any mediation and arbitration will be conducted in Phoenix, Arizona. The parties hereby knowingly, voluntarily and irrevocably waive their right to trial by jury and agreed that if the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular dispute, then such dispute shall be decided solely by a judge, without the use of a jury, sitting in a court of competent jurisdiction in Phoenix, Arizona.

8.5 GOVERNING LAW, JURISDICTION AND VENUE

Jurisdiction and venue of any matter not subject to arbitration shall reside in Phoenix, Arizona, unless the laws of the state in which a distributor resides expressly require the application of its laws, in which case that state's law shall govern all issues relating to jurisdiction and venue. The Federal Arbitration Act shall govern all matters relating to arbitration. The laws of the State of Arizona shall govern all other matters relating to or arising from the Agreement unless the laws of the state in which a distributor resides expressly require the application of its laws.

9. ORDERING

9.1 PURCHASING POLARIS PRODUCTS

Each distributor should purchase his or her products directly from Polaris for the purpose of resale.

9.2 GENERAL ORDER POLICIES

Orders payable by wire transfer with invalid or incorrect payment amounts or information will not be processed. Polaris will attempt to contact the distributor by phone, and/or email to try to obtain another payment or additional information. If these attempts are unsuccessful after five (5) working days the order will be canceled as unprocessed. No C.O.D. orders will be accepted. Polaris maintains no minimum order requirements. Orders for products and sales aids may be combined.

9.3 SHIPPING AND BACKORDER POLICY

Polaris will normally ship/fulfill products within one (1) business day from the date on which it receives payment; the order processing date. Polaris will ship any part of an order currently in stock. If, however, an ordered item is out-of-stock, it will be placed on backorder and sent when Polaris receives additional inventory. Unless disclosed and agreed to by the customer at the time of sale, if an item is out of stock and unavailable for shipment Polaris will notify distributors and customers if items are backordered and are not expected to ship within thirty (30) days from the date of the order. An estimated shipping date

will also be provided. Backordered items may be canceled upon a distributor's request. Distributors may request a refund, credit on account, or replacement merchandise for canceled backorders.

9.4 CONFIRMATION OF ORDER

A distributor and/or customer of an order must confirm that the product received matches the product listed on their invoice, and is free of damage. Failure to notify Polaris of any shipping discrepancy or damage within thirty (30) days of shipment will cancel any right to request a correction.

9.5 INSUFFICIENT FUNDS

It is the responsibility of each distributor to ensure that there are sufficient funds or credit available in his or her account to cover any Polaris subscription services to which they have subscribed. Polaris will send notice of failed attempts to collect to the email on file in the distributors account; Polaris is not responsible for disruption in service due to non-payment or inability to contact the subscriber.

9.6 PAYMENT METHOD

Polaris will only accept wire transfers as form of payment for all Polaris products with the exception of the DVD movies, training materials, Super Saturday, annual renewal fees, and subscription services; the excluded products and services are payable by credit or debit cards. The distributor is responsible for all banking fees associated with wire transfers.

9.7 RESTRICTIONS ON THIRD PARTY USE OF CREDIT CARDS AND BANK ACCOUNT ACCESS

Distributors shall not permit other distributors or customers to use his or her credit card, or permit debits to their bank accounts, to enroll or to make purchases from the Company.

9.8 SALES TAXES

The consideration for any supply made under or in connection with this Agreement includes goods and services tax (GST) under GST Law where applicable.

9.8.1 Where this Agreement requires a party to reimburse or indemnify the other party for any expenses, loss or outgoings (reimbursable expense) the amount required to be paid by the first party will be the sum of:

(a) The amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense (net amount); and

(b) If the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply.

9.8.2 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable pursuant to any supply made under or in connection with this agreement.

10. INACTIVITY AND CANCELLATION (TERMINATION)

10.1 EFFECT OF CANCELLATION (TERMINATION)

So long as a distributor remains active and complies with the terms of the Distributor Agreement and these Policies, the distributor is considered active and in good standing and is eligible to participate in the Compensation Plan. A distributor's bonuses and/or commissions constitute the entire consideration for the distributor's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a Marketing Organisation). Following a distributor's non-renewal of his or her Distributor Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her Distributor Agreement (all of these methods are collectively referred to as "Cancellation"), the former distributor shall have no right, title, claim or interest to the Downline Marketing Organisation which he or she operated, or any commission or bonus from the sales generated by the Marketing Organisation. Distributors waive any and all rights, including, but not limited to, property rights, in the Marketing Organisation which they may have had.

Following a distributor's cancellation of his or her Distributor Agreement, the former distributor shall not hold him or herself out as a Polaris distributor and shall not have the right to sell Polaris products or services.

A distributor whose Distributor Agreement is cancelled shall receive any outstanding compensation due him up to the date of cancellation.

10.2 INVOLUNTARY CANCELLATION (TERMINATION)

A distributor's violation of any of the terms of the Agreement, including any amendments that may be made by Polaris in its sole discretion, may result in any of the sanctions listed in the Agreement, including, but not limited to, the involuntary cancellation of his or her Distributor Agreement. In addition, Polaris may terminate the status of any Distributor as of the expiration of the initial term or renewal term at its sole discretion, with or without cause, by written notice to the Distributor, given more than 30 days prior to the expiration. Cancellation shall be effective on the date on which written notice is mailed, e-mailed, faxed or delivered to an express courier, addressed to the distributor's last known address, email address or that of his or her attorney, or when the distributor receives actual notice of cancellation, whichever occurs first. Polaris reserves the right to withhold and/or permanently retain funds depending on the individual circumstances surrounding each case.

10.3 VOLUNTARY CANCELLATION

A Polaris independent distributor has a right to cancel this Agreement at any time, regardless of reason. Cancellation must be submitted in writing to the Company at contact@mypgmail.com. The written notice must include the distributor's signature, printed name, address and Distributor Identification Number. Upon cancellation of the distributor agreement, subscription to Directline, Lead Manager, or Online Business Manager, as applicable, will be canceled as of the cancellation date.

10.4 SUSPENSION

Polaris may immediately suspend the status of any Distributor for cause. "Cause" means and includes (a) any violation of the Distributor Agreement which incorporates these Policies and Procedures, all of

which may be amended from time to time, (b) any wrongful taking of property from Polaris or a Polaris Distributor, (c) any act of dishonesty regarding Polaris or a Polaris Distributor, (d) the commission of a felony or act of moral turpitude, or (e) the use or sale of illegal drugs or excessive use of alcohol or other personal conduct which, in the reasonable opinion of Polaris, may reflect adversely on Polaris. Each Distributor acknowledges that Polaris has a legitimate and substantial interest in requiring high standards of integrity and responsibility from its Distributors.

10.5 PROCEDURE FOR INVOLUNTARY TERMINATION OR SUSPENSION

Polaris may, in its sole discretion, suspend or cancel a Distributor's Agreement for Cause. Suspension may be any time up to a period of one year (at the sole discretion of Polaris). Polaris may delegate the authority to determine whether Cause exists and whether to suspend or cancel a Distributor's Agreement. Suspension or termination shall be effective as of the date the notice is mailed to the Distributor as shown on the records of Polaris. Notification will be mailed electronically to the email address listed in the Distributors account; in the event an email is undeliverable, notification will be mailed through the postal service to the address listed in the Distributor's account. Polaris Global is not responsible for outdated information as it is the responsibility of each Distributor to provide Polaris the most current contact information.

10.6 EFFECT OF SUSPENSION

If a Distributor is suspended for cause, (a) the Distributor shall not be entitled to act as or receive any of the benefits of a Distributor for Polaris for the term of the suspension, (b) the Distributor shall not be entitled to receive any compensation as a Distributor during the suspension period, including without limitation any Directors Bonus, Retail Profit or Sales Incentive (except payments that may have been due for periods prior to the suspension). Polaris reserves the right to off-set losses it may have suffered due to the actions of the Distributor against any compensation that may be due to the Distributor at the time of suspension; and (c) the Distributor's sponsored downline organisation, for the period of suspension, will be moved up to the next upline sponsor in the suspended Distributor's upline and will remain there during the term of suspension. The suspension of a Distributor shall be effective on the date written notice is mailed, emailed, faxed or delivered to an express courier, addressed to the distributor's last known address, email address or that of his or her attorney, or when the distributor receives actual notice of cancellation, whichever occurs first. Polaris reserves the right to withhold and/or permanently retain funds depending on the individual circumstances surrounding each case.

10.6.1 VOLUNTARY SUSPENSION

A Distributor whose distributor status is in good standing and is unable or unwilling to perform/fulfill his/her obligations as set forth in the Distributor Agreement may place themselves on voluntary suspension. Upon suspension, any downline will permanently roll up to the next qualified upline director. A Distributor on voluntary suspension must adhere to the terms and conditions of their distributor agreement during their suspension; violation of the Distributor Agreement while on suspension may result in Disciplinary Sanctions being taken against them. A Distributor may return to

active status at any time provided they are in good standing; Distributor will remain under their respective upline Director at each level; Distributor will retain qualification at all levels achieved.

10.7 NON-CONTINUATION

A distributor may also voluntarily cancel his or her Distributor Agreement by failing to renew the Agreement on its anniversary date.

10.8 COOLING OFF RULE/PERIOD

Notwithstanding the Company's retail customer guarantee policy and in accordance with the ACL Cooling Off Rule, which requires statutory language and notice of cancellation on the sales receipt, all sales are subject to a Ten-day right of rescission beginning on the date the Customer signs the purchase agreement either electronically or physically; date of sale.

10.8.1 All solicited sales shall provide for a 10 business day right of rescission, under No penalty and providing a full refund if notice of cancellation is received within 10 business days of the date of sale and ending after the 10th business day has passed, which must be orally explained to the customer and the customer must receive two copies of the notice of cancellation form.

10.8.2 All unsolicited sales shall provide for a ten clear business day right of rescission beginning on the date both parties sign the purchase agreement and end after the 10th business day from this date has passed. All agreements must include, appearing on the front page of the purchase agreement:

Important Notice to Consumer: You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.

All product(s) purchased cannot and will not be supplied nor payment accepted for 10 clear business days of the date of this agreement.

DEFINITIONS

ACTIVE; ACTIVE DISTRIBUTOR STATUS: An independent business owner, whose distributor agreement has been accepted by the Company, is in good standing and has fulfilled the provisions of this Agreement.

AGREEMENT; DISTRIBUTOR AGREEMENT: The contract between the Company and each distributor includes the Polaris Global Distributor Agreement, the Polaris Compliance Guide- a statement of Policies and Procedures, and the Polaris Leading Edge Compensation Plan, all in their current form and as amended by Polaris in its sole and unfettered discretion. These documents are collectively referred to as the “Agreement.”

ASSOCIATE: see “Distributor”.

BUSINESS MANAGER: A function of a monthly recurring subscription, online business manager, that provides critical data relating to the identities of distributors, sales information and enrollment activity of each distributor’s Marketing Organisation, training tools and other necessary information and tools to manage your Polaris business. This service includes ‘trade secrets’ and ‘proprietary information’ which is not to be disclosed to anyone other than the subscriber.

COMPANY: The term “Company” as it is used throughout the Agreement means the Polaris Global company with whom the distributor entered into the Polaris Global Distributor Application and Agreement.

CONFIDENTIAL INFORMATION: Any of the trade secrets or confidential information of the Company including but not limited to information of or used by the Company relating to its selling system, its operations and affairs in general, information regarding downline representatives or customers.

COOLING OFF PERIOD: The period of time, 10 business days from the date of purchase/contract, in which the purchaser may opt out of the contract/agreement at no penalty.

CREDITS: The Company may issue a credit to a distributor/customer. Credits are issued in USD amounts and are redeemable for a period of 12 months from the date of issuance. Credits may be used toward the purchase of Polaris products or subscription services.

CROSS SOLICITATION: Any actual or attempted solicitation, introduction of or mention of participation in, enrollment or encouragement or any effort to influence, or persuade in any way, either directly, or through a third party, another Polaris distributor or retail customer to enroll or participate in another multilevel marketing, network marketing or direct sales opportunity. This conduct constitutes cross-promotion/recruitment even if the Distributor’s actions are in response to an inquiry made by another Distributor or retail customer.

CUSTOMER: Anyone purchasing Polaris products or services for personal use; end consumer.

DIRECTOR: An active distributor/associate who, in accordance with the Compensation Plan, is qualified at a particular product level; a wholesaler of Polaris Global products.

DISCIPLINARY SANCTION: Corrective action of the Company against a Distributor resulting from his/her breach or violation of the Agreement.

DISTRIBUTOR: An independent business owner who has entered into the “Agreement” with Polaris Global and who has an “Active Distributor Status”; a retail agent. Distributors may also be referred to as an ‘Associate’, ‘Distributor’, ‘Polaris Business Owner’ or any other term used to define or reference any person.

DOWNLINE: See “Marketing Organization.”

ENROLLER: A distributor who personally recruits another distributor. The Enroller of a new distributor may also be the new distributor’s Sponsor.

IMMEDIATE HOUSEHOLD: Heads of household and dependent family members residing in the same house.

INCIDENT REPORT: A written report, submitted to the Polaris Compliance Department, inclusive of names, dates, and details of an incident.

LINE: Also called leg.

* A part of your Downline that starts with someone sponsored by you and continues below that sponsorship.

* A part of your Upline that starts with your enroller/sponsor and continues up that sponsorship.

MARKETING ORGANISATION: The customers and distributors, collectively, who are sponsored below a particular distributor. A Director may sponsor and/or have an unlimited number of customers and/or distributors in his/her organisation.

NOTARISED: A document is notarised if the execution of it is either witnessed by a Notary Public or by a lawyer who adds his or her full name, address and telephone number so they can be contacted later for verification of signing.

OFFICIAL POLARIS MATERIALS: Company literature, broadcasts, audio or video tapes, splash pages, and other materials developed, printed, published and/or distributed or made available to distributors.

a POLARIS BUSINESS: In accordance with the Distributor Agreement, a distributor’s independent business.

RESALABLE: Products and sales aids are “Resalable” if each of the following elements are satisfied: (1) they are unopened and unused; (2) packaging and labeling has not been altered or damaged; (3) the product and packaging are in a condition such that it is a commercially reasonable practice within the trade to sell the merchandise at full price; (4) products are returned to Polaris within one (1) year from the date of purchase; (5) the product expiration date has not elapsed; (6) products or sales aids are not outdated or obsolete. Any merchandise that was identified at the time

of sale as nonreturnable, discontinued, or as a seasonal item, shall not be resalable. Products purchased for personal consumption are not eligible for repurchase nor are they 'resalable'.

RIGHT OF RESCISSION: see "Cooling Off Period".

SALES AIDS: Company generated marketing aids available for purchase by distributors.

SOLICITED SALE; UNSOLICITED SALE: A sale is determined to be a solicited or unsolicited sale from the perspective of the Consumer and is dependent upon whether the sale was made with or without the invitation of the Consumer. Sales made with invitation from the Consumer to the Seller/Supplier are considered to be 'solicited sales'; sales made without invitation from the Consumer to the Seller/Supplier are considered to 'unsolicited sales'.

SOCIAL MEDIA: Any network service or platform which allow a network of contacts or friends; examples would be Facebook, Twitter, Pinterest, LinkedIn, Tumblr, etc.

SPONSOR: The qualified Director at a product level, who is your direct upline. The Sponsor of a new distributor may also be the new distributor's Enroller.

SUBSCRIPTION SERVICES: Polaris Global offers its distributors, at cost, business management tools. These services are recurring monthly subscriptions to the Directline, Lead Manager and Online Business Manager. The services include training and marketing calls, lead management system and online business management.

SUGGESTED RETAIL PRICE: The retail price suggested by the Company for the retail resale of Polaris products and services.

VIOLATION: Breach, default and violation; an actual or alleged transgression or violation of any part of the Agreement.

WHOLESALE PRICE: The wholesale price suggested by the Company for wholesale sales.

£200 / 7 DAY RULE: Applies to applicants who reside in the UK who sign up to participate in Polaris' compensation plan (e.g. distributors). The maximum amount that the company or a sponsor or any other person already in the plan can accept from a new joiner during the first 7 days from the time that the new joiner signs up is £200; inclusive of any starter-up kit, training materials, products, etc.*

**sales procedures regarding the 7/day rule may be found in the UK/Europe Compliance Guide.*



Leading Edge

Compensation Plan

Compliance Department

8/12/2014

The Leading Edge Compensation Plan: A part of the PG Distributor Agreement set forth as definition of how a Polaris Global Associate can earn money in accordance with their Agreement; Leading Edge Compensation Plan Doc. 1.2; Revised August 12, 2014; Effective Date August 12, 2014; Revision replacing Doc, 1.1; Effective Date Jan 1, 2014.

How an Associate earns money through participating in the Polaris Global Leading Edge Compensation Plan.

NO PRODUCT PURCHASE IS REQUIRED to advance to any level in the program. *Rewards are dependent on the effort expended by the Associate in developing the retail sales of products and acquisition of customers.*

The Polaris Global Advantage Compensation Plan (the "Plan") is based solely on profits from the sales of Polaris products; Retail Profits and Director's Bonus. No volumes, quotas or achievement of levels are required to earn retail profits. Director's Bonus can be earned once an Associate has reached Director's status at Product Level; no monthly, annual, or other volume or sales quota is required as a condition of earning Director's Bonus'.

Associates may work as little or as much as they desire in accordance with their Distributor Agreement and earn the same Retail Profits and/ or Directors Bonus amount, per sale, as any other Polaris Global Associate Qualified as a Director at a respective Product Level. Associates are not required to purchase any inventory or host parties; every Polaris Global Associate is eligible to earn Retail Profits and/or Directors Bonus on every sale they make or participate in as outlined herein.

Definitions:

Associate: An 'Associate' is anyone who has enrolled with Polaris Global, agreeing to the terms and conditions of the Polaris Global Distributor Agreement who is authorized but not obligated to sell Polaris products and enroll/sponsor others. Associates are eligible to retain the 'Retail Profit' portion of all sales they make. All Associates are 'Resellers' of Polaris Global products.

Community Sale: Any sale of either the M1 and/or M7 product made by any Qualified Polaris Global Director in a Business Organization that is not an Edge Sale. Associates eligible to participate in the Community Sales Incentive Program will utilize Community Sales, based on their 'Position' on their respective Qualified Directors Sales Register, to fulfill two of the five (5) required Edge Sales.

Direct Buy: The price paid to Polaris Global by a Qualified Director for the products they sell after all Retail Profits and Director Bonuses have been retained from the sales price.

Director: A 'Director' is an 'Associate' who has met the specified qualification requirements for a particular product. A Director is eligible to retain the Director's Bonus and Retail Profit for products they sell at the qualified product level AND retain the Director's Bonus for all Edge Sales and build a Sales Register at that product level.

Director's Bonus: The Director's Bonus amount is the difference between the Direct Buy and the Wholesale or actual selling price.

Edge Sale: Any sale made that counts toward an Associate's Qualification at a respective Product Level whereby the Qualified upline Director retains the Director's Bonus.

Enrolling/Sponsoring Others: Bringing someone into the business; sponsoring someone as a Polaris Global Associate. Every Associate is eligible to enroll/sponsor others as Polaris Global Associates. No money is earned by any Associate by simply enrolling/sponsoring others.

Indirect Personal Sale: A Personal Sale made by someone you have enrolled.

Line; Business Organization: A line consists of both upline and downline members relative to a particular Director or Associate; Upline is a term used to describe the people who are above a person in the organization. This includes the person who enrolled an Associate, aka a sponsor, and those above the sponsor. Downline are Associates who are in a Director's Sales Register.

Personal Sale: Any sale an Associate or Director directly makes.

Position: The placement of an Associate on a register in chronological order based on initiation of the Qualification Process.

Product Level; Qualification: Term used to describe a specific Polaris product that an Associate has met the Qualification requirements. An Associate completes the Qualification requirements for a product and becomes a Qualified Director who may sell and retain both Retail Profit and/or Directors Bonus as applicable, and build a Sales Register at the respective Qualified Product Level.

Released: Once a Qualifying Associate has met his/her Qualification requirements, his/her Qualified Director, whose Sales Register they are on, will Release them from their Sales Register as a fully Qualified Director at the respective Product Level; Released Associates are eligible to begin building their own Sales Registers at this Level.

Reseller: An Associate who has contracted with Polaris Global and is authorized but not obligated to sell Polaris products. Polaris Global Associates may purchase Polaris products at the Direct Buy price and resell these products to the end consumer.

Retail Profits: Retail Profit is the difference between the Retail Price and the Wholesale Price.

Retail Sale: The sale of any Polaris product to a customer; this includes sales to any Associate who has enrolled under another Associate AND sells a Polaris product to themselves retaining the Retail Profit portion and whose purchase counts as their first Edge Sale.

Sales Register; Register: A Qualified Director is eligible to build a 'Sales Register' for the respective Product Level(s) they are Qualified. Sales Registers include Associates who have enrolled directly under a Director being placed on the Sales Register for all Product Levels Qualified, OR, under an Associate in the Director's downline who have initiated their Qualification at a respective Qualified Product Level, OR, Customers who have purchased Polaris products from a Qualified Director.

Team Sale: A Team Sale is any sale occurring on a Register where the Qualified Director is eligible to retain the Director Bonus.

QUALIFICATION:

Associates may advance to Director's status by meeting Product Qualification requirements.

Once the Qualifying Associate has met the Product Qualification requirement, the Associate will be "Released" by their respective Qualified Director thus becoming a Qualified Director at that Product Level.

Director Levels:

M1: M1 Directors are eligible to sell the Beyond Freedom Evolution program (M1), build an M1 Sales Register, continue to retain all Retail Profit on personal sales, retain the Director Bonuses on personal sales and Edge Sales made by Qualifying Associates in their M1 Sales Register. Qualification as an M1 Director is a prerequisite* to initiate Qualification as a Director at all other levels.

- M7:** M7 Directors are eligible to sell the Beyond Freedom Evolution Expanded program, build an M7 Sales Register, continue to retain all Retail Profit on personal sales, retain the Director's Bonus on personal sales and on Edge Sales made by Qualifying Associates in their M7 Sales Register. M7 Director Qualification is a prerequisite* to initiate Qualification as an M4 Director.
- M2:** M2 Directors are eligible to sell the Sovereignty Live Event Tickets, build an M2 Sales Register, retain all Retail Profits and Directors Bonus on personal sales, retain the Director's Bonus on Edge Sales made by Qualifying Associates in their M2 Sales Register.
- M3:** M3 Directors are eligible to sell the Influence Live Event Tickets, build an M3 Sales Register, retain all Retail Commissions on personal sales, retain the Director's Bonus on Edge Sales and personally made Sales made by Qualifying Associates in the M3 Sales Register.
- M4:** M4 Directors are eligible to sell the Beyond Freedom Evolution Annual Update, build an M4 Sales Register, retain all Retail Profit on personal sales, retain the Director's Bonus on Edge Sales made by Qualifying Associates in the M4 Sales Register.
- M8:** M8 is a title awarded to a fully Qualified Director at all levels.

Becoming an M1 and/or M7 Director:

Associates become Qualified as M1 and M7 Directors by fulfilling the Edge Sales requirement; (5) Edge Sales are required for an Associate to advance to a M1 and / or M7 Director.

Although it is not required, Associates are always at liberty to purchase Polaris Global products for personal use; sales of Polaris products, by a new Associate, to themselves for personal use are considered a Retail Sale.

- **Method 1.** Initiate your M1 Qualification by making a personal sale, which you will receive any retail profit and your qualified M1 Director will retain the Directors Bonus.

At this point 4 additional sales are required to complete your qualification and become an M1 Director.

Two of these sales must directly or indirectly come from you. They could be additional personal sales, or they could be the first personal sale of someone you personally enroll as an Associate in the program.

The remaining two sales can be either two additional direct or indirect personal sales or two community sales.

- **Method 2.** Your marketing and business building efforts lead to 5 personal sales made by 5 separate people you personally enroll into the program.

Associates who become Qualified as M1 or M7 Directors are eligible to build a Sales Register and earn both Wholesale and Retail Profits from their personally made respective M1 and/or M7 sales, and, Director's Bonus from any Edge Sales made by Qualifying Associates in their Sales Register.

Associates who have enrolled under another Associate in the Qualification process and who has purchased Polaris product(s) are placed on the Sales Register of the Qualifying Associate's Qualified Upline Director, the Selling Director, at the respective product level(s); the enrolling/sponsoring Associate retains no rights over the Associate or their future sales or enrolling/sponsoring activity.

Becoming an M2, M3 or M4 Director*:

Associates become M2, M3, and/or M4 Directors through one of the following two methods:

- **Method 1.** An Associate makes one qualifying Retail Sale of the M2, M3, or M4 product through his/her immediate respective Qualified Director and four (4) subsequent Team Sales are made on the immediate respective Qualified Director's register.
 - The four (4) above-mentioned product sales are not required to come personally from said Associate; the four (4) sales can be 'Team Sales'.
- **Method 2.** Your marketing and business building efforts lead to 5 personal sales made by 5 separate people you personally enroll into the program.

* Pre-requisite:

- ✓ *An Associate must be 'in Qualification' at the M1 Level prior to initiating Qualification at any other Product Level.*
- ✓ *If an Associate meets the Qualification requirements for M2 or M3 prior to meeting the requirement for M1, once the M1 Qualification has been met they will immediately become Qualified for M2 and/or M3.*
- ✓ *Associates must be 'in Qualification' as an M7 Director prior to initiating M4 Qualification.*

Price Sheet

<i>Product Level; Name</i>	<i>Retail Price</i>	<i>Retail Profit</i>	<i>Wholesale Price</i>	<i>Director's Bonus</i>	<i>Direct Buy</i>
M1 Beyond Freedom Evolution	\$2,855	\$570	\$2,285	\$1,828	\$457
M7 Fast-Track	\$7,820	\$1,570	\$6,250	\$5,000	\$1,250
BFE + "The Magic of Life" & "Hidden Power" Curriculum					
M7-U BFE- Complete Upgrade "The Magic of Life" & "Hidden Power" Curriculum	\$5,740	\$1,150	\$4,590	\$3,672	\$918
M2 BFE Sovereignty Live 5 day	\$9,940	\$1,990	\$7,950	\$5,000	\$2,950
M3 BFE Influence Live 8 day	<i>Seller's Discretion</i>	<i>Profit over \$12,950</i>	\$12,950	\$8,000	\$4,950
M4 BFE Complete-Annual Update Recorded annually at 5 & 8 day event(s)	\$1,870	\$375	\$1,495	\$1,000	\$495
DVD Kids With Cameras	\$19.95	\$3.80	\$0	\$0	\$16.15
DVD Surfing With the Enemy & Unbeaten	\$24.95	\$4.80	\$0	\$0	\$20.15

*Retail Profit & Director's Bonus is based on listed Retail and Wholesale Sales Prices; all prices are in USD.

