

SevenPoint2  
Policies and Procedures

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## 7. Definitions

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### 1. Introduction

#### 1.1 The SEVENPOINT2, LLC Commitment

SEVENPOINT2, LLC is committed to your success and well being. Our goals are driven by our passion to help others achieve their dreams and a to impact families in a life changing way. We started this company to help those around us gain financial freedom and to live the America dream in excellent health. We have created this set of policies in order to maintain the integrity of your organization and of SEVENPOINT2, LLC operations as well as to ensure compliance with federal, state and local laws. The following policies have been adopted and will be strictly enforced.

#### 1.2 Policies and Procedures Incorporated into Member Agreement

The SEVENPOINT2, LLC Policies and Procedures, in their present form and as amended from time to time at the discretion of SEVENPOINT2, LLC, are incorporated into the SEVENPOINT2, LLC Member Agreement.

#### 1.3 Changes

SEVENPOINT2, LLC may from time to time amend the terms and conditions of the Member Agreement, Policies and Procedures, Compensation Plan and Price List. Amendments shall be effective upon publications of the changes by SEVENPOINT2, LLC.

#### 1.4 Titles Not Substantive

The titles and headings to these Policies are for reference purposes only and do not constitute, and shall not be construed as, substantive terms of the Member Agreement.

#### 1.5 Policies and Provisions Severable

If any provision of the Member Agreement as it currently exists or as may be amended is found to be invalid, illegal, or unenforceable for any reason, only the invalid provision will be severed from the Member Agreement; the remaining terms and provisions shall remain in full force and effect and shall be construed as if such invalid, illegal, or unenforceable provision never comprised a part of the Associate Agreement.

#### 1.6 Waiver

SEVENPOINT2, LLC never forfeits its right to require Member compliance with the Member Agreement or with applicable laws and regulations governing business conduct. Only in rare circumstances will a policy be waived, and such waivers will be conveyed in writing by an officer of the company. The waiver will apply only to the specific Members, topic and time frame specified.

## 1.7 Delays

SEVENPOINT2, LLC shall not be responsible for delays and failures in performing its obligations due to circumstances beyond its reasonable control, such as strikes, labor difficulties, riots, war, fire, death, curtailment or interruption of a source of supply, government decrees or orders, etc.

## 2. Member Status

### 2.1 Independent Member Status

Once SEVENPOINT2 receives, processes, and accepts a complete and accurate Enrollment Form, the Enrollee achieves "Independent Member" status. The term of the SEVENPOINT2, LLC Member Agreement is one year, for an initial non-refundable enrollment fee of \$39.00 USD. SEVENPOINT2, LLC Members who wish to continue their Membership must renew their Member agreement annually, as specified by the Company and will pay a non-refundable renewal fee of \$20.00 USD. After acceptance of the application by SEVENPOINT2, LLC, Independent Members may begin to distribute SEVENPOINT2, LLC products and participate in SEVENPOINT2, LLC Compensation Plan.

Enrollment Forms may be submitted in an individual or entity name only. An Independent Member operating their business other than as an individual must complete and deliver a duly executed "Doing Business as an Entity Registration" form, along with a processing fee of \$25.00 and other appropriate documentation as requested and/or required by SEVENPOINT2, LLC. By submitting such application, the applicant is acknowledging that all officers, directors, shareholders, members, employees, agents and other related persons, are bound by the Member Agreement. SEVENPOINT2, LLC reserves the right to accept or reject any enrollment application for any reason SEVENPOINT2, LLC deems appropriate.

### 2.2 SEVENPOINT2 Identification Number

Independent Members and Preferred Customers who signed up by phone or on-line are automatically issued a personal and confidential SEVENPOINT2, LLC Identification Number. Members will use their SEVENPOINT2, LLC for placing orders, correspondence and inquiries.

### 2.3 Independent Member Status as an Independent Contractor

SEVENPOINT2, LLC Independent Members are independent contractors and are not to be considered purchasers of an intangible franchise or a distributorship. The agreement between SEVENPOINT2, LLC and its Independent Members does not create an employer/employee relationship, partnership, or joint venture between SEVENPOINT2, LLC and the Independent Members. SEVENPOINT2, LLC Independent Members have no authority to bind SEVENPOINT2, LLC to contracts, obligations or other commitments. It is each Independent Member's responsibility to report and pay all applicable income, self-employment, employment, or other taxes on the income from the SEVENPOINT2, LLC membership. Independent Members are not eligible for employee benefits, such as unemployment compensation, worker's compensation or minimum wages. Each Independent Member is required to supply all of his or her own equipment and tools for operating his or her own business, such as telephones, transportation, professional services, office equipment and supplies. Further, each Independent Member may set his or her own hours and should determine his or her own methods of sale, in accordance with the SEVENPOINT2, LLC Policies and Procedures.

### 2.4 Corporation, Partnership, LLC, Trusts and Non-Profit Organizations

Corporation, Partnership, Trust, or Non-profit organizations (collectively referred to as Entities) must meet the same requirements as all other Independent Members, and must agree to abide by all SEVENPOINT2, LLC Policies and Procedures. In addition, each entity must complete a "Doing Business as an Entity Registration" form and one person must be designated as a representative to transact business with SEVENPOINT2, LLC on behalf of the Entity. An Entity must provide proof to SEVENPOINT2, LLC that it is duly formed and in good standing by submitting copies of its Certificate of Incorporation or Organization, LLC or Partnership Agreement, trust documents, etc. as the case may be. The designated representative and the individual owners or beneficiaries of the Entity Independent Member are prohibited from having a simultaneous interest in any other Independent Membership.

Non-profit Organizations agrees that it shall have sole responsibility for ensuring compliance with existing federal and state laws governing non-profit organizations, all required filings, payment of any required taxes and the maintenance of its tax status. Applications from Trusts must provide a signed statement stating a legitimate business

reason for operation of the Membership in the trust form. SEVENPOINT2, LLC reserves the right to approve or disapprove any application submitted by an Entity at its sole and absolute discretion.

## 2.5 Married Couples

Married couples and their dependent children (under 18 years of age) may only hold one Membership. In the event of a divorce where a spouse has an interest in a SEVENPOINT2, LLC Membership, SEVENPOINT2, LLC must be notified by both spouses and directed as to who will operate the membership. The Member must provide SEVENPOINT2, LLC with the court documents relating to such action. SEVENPOINT2, LLC will follow the courts direction regarding the division of the income, ownership or any other aspect of the operation of the Membership.

## 2.6 Succession and Marriage

In the event of death or incapacity of an Independent Member, the successor in interest must make a written request to SEVENPOINT2, LLC to transfer the Membership. The successor in interest must submit the appropriate documents to prove the legal basis for the transfer. The successor Independent Member must execute an Independent Member Application and Agreement and agree to fulfill all responsibilities of a Member. After review and acceptance by SEVENPOINT2, LLC, the Membership shall be transferred to the successor in interest. The successor Independent Member may be an existing Independent Member as long as he or she complies with all SEVENPOINT2, LLC policies and procedures.

In the event that two (2) existing single Independent Members marry, each Independent Member may maintain their original Membership, as they existed immediately before the marriage.

## 3. Member Benefits and Responsibilities

### 3.1 Right to Sponsor

All Independent Members may sponsor other Independent Members and Preferred Customers. Each new Independent Member or Preferred Customer has the right to choose his or her own Sponsor and Placement ID at the time of filing an application to become an Independent Member or Preferred Customer. If an applicant does not identify a separate Placement ID on their application the Sponsor ID indicated will also be assigned as the Placement ID.

### 3.2 Duplicate Applications

If two Independent Members should claim to be the sponsor and/or the placement ID positions of the same new Independent Member or Preferred Customer, SEVENPOINT2, LLC shall place the new Independent Member or Preferred Customer under the sponsor and placement ID as specified by the application from the new Independent Member or Preferred Customer. If there are duplicate applications with conflicting directions, SEVENPOINT2, LLC will regard the first signed application received as controlling. Applications received over SEVENPOINT2, LLC website are digitally signed by the applicant and are considered signed applications of equal status to signed paper applications.

### 3.3 Sponsorship and Placement ID Review and Revisions.

The sponsor and placement ID contained on an application that has been received and accepted by SEVENPOINT2, LLC is treated as final and not subject to revision, unless SEVENPOINT2, LLC is contacted to correct the sponsor ID and/or placement IDs within 5 business days of the original submission of the application whether submitted via internet, fax, phone, E-mail or mail. If the correction period lapses the change of sponsorship and/or Placement ID will be governed by the operating policies concerning requests for the change in Sponsor and/or Placement IDs.

### 3.4 Sources of Income – SEVENPOINT2, LLC Compensation Plan

Qualified Independent Members have the right to participate in the SEVENPOINT2, LLC Compensation Program. The SEVENPOINT2, LLC Compensation Plan consists of eleven bonus types, First Order Bonus, Retail Profit Bonus, Personal Customer Commissions, Fast Track Cash Bonus, Fast Track Cash Matching Bonus, Car Bonus, Level Overrides Bonus, Level Overrides Matching Bonus, Infinity Bonus, Leadership Bonus, and Team Leader Bonus Pool. Each Bonus and or commission payout, except the retailer's bonus, personal customer commissions, fast track cash bonus, fast track matching bonus is based directly on the commissionable value assigned to each product. Details and definitions regarding qualifications, ranks, and payouts are contained on SEVENPOINT2, LLC corporate website under the compensation category.

### 3.5 Member Responsibilities

There is no passive "secret to success" with regard to a SEVENPOINT2, LLC Membership or any other business. Those who become Independent Members, but who do not assist those that they have attracted to the business, meet with limited success. Therefore, a primary responsibility of Membership is to work with your new Independent Members, helping them to learn the business and encouraging them to succeed. Independent Members are not required to carry inventory of product for new Independent Members or Preferred Customers. Independent Members who choose to sponsor other Independent Members must meet the obligation of training and supporting those sponsored. SEVENPOINT2, LLC believes that attending events plays a large role in building the foundation for long and successful business relationships. Therefore, SEVENPOINT2, LLC expects its leaders (those that have achieved the rank of Managing Director or higher) to attend a minimum of one of the SEVENPOINT2, LLC sponsored events per year. An Independent Member should provide supervision and direction to his or her sales organization as evidenced by ongoing contact and communications. Examples of such supervision and direction include, but are not limited to: product presentation, retail sales training, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and training sessions. Independent Members should be able to provide evidence to SEVENPOINT2, LLC of ongoing fulfillment of responsibilities at the request of SEVENPOINT2, LLC.

### 3.6 Members to Be Familiar With and Abide By SEVENPOINT2, LLC Policies and Compensation Plan

SEVENPOINT2, LLC. has implemented Company Policies, rules, regulations and Compensation Plan requirements to ensure proper business practices and to prevent improper, abusive or illegal acts. Each Independent Member must be familiar with all current and subsequently amended SEVENPOINT2, LLC Policies and Procedures and commissions plan provisions and shall conduct their business as a SEVENPOINT2, LLC Independent Member in strict compliance therewith. The placing of orders for product with SEVENPOINT2, LLC. is a reaffirmation of such commitment to abide by all existing Company policies and the commissions plan. An Independent Member shall have the right to receive commissions, discounts, bonuses or other compensation only as long as he or she is conducting his or her business in compliance therewith.

### 3.7 Income and Other Taxes

Independent Members are responsible for federal, state and local taxes on income generated by their SEVENPOINT2, LLC business. SEVENPOINT2, LLC. does not collect or remit sales/use tax, gross receipt tax, business and occupation tax or any similar tax on compensation paid under its Compensation Plan on behalf of its Independent Members. SEVENPOINT2, LLC payment of compensation determined under its Compensation Plan is all-inclusive and no additional amounts will be paid to Independent Members, or on their behalf, for any tax on their SEVENPOINT2, LLC compensation.

### 3.8 Local Laws, Regulations and Requirements

Each Independent Member should be familiar and comply with all specific laws, regulations and requirements applicable to their business in their relevant jurisdiction.

### 3.9 Further Restrictive Covenants

In consideration to SEVENPOINT2, LLC for the receipt of Confidential Information, you further agree that for the term of your Membership, you shall not take or encourage any action, the purpose or effect of which would be to circumvent, breach, interfere with or diminish the value or benefit of the SEVENPOINT2, LLC contractual relationship with any SEVENPOINT2, LLC Member. Without limiting the generality of the foregoing, for the term of your Membership, you agree not to directly or indirectly, contact, solicit, persuade, enroll, sponsor or accept any SEVENPOINT2, LLC Independent Member or Preferred Customer into, or to encourage any SEVENPOINT2, LLC Member in any way to promote opportunities in marketing programs of any direct sales company other than SEVENPOINT2, LLC.

### 3.10 Term

The agreements contained in the "Further Restrictive Covenants" section of these procedures shall remain in full force and effect during the term of the previously executed Independent Member Agreement between SEVENPOINT2, LLC and you, and thereafter until the latter of one (1) year from your latest receipt of any Confidential Information or after the expiration and termination of such Independent Member Agreement.

### 3.11 SEVENPOINT2, LLC Information Reports

SEVENPOINT2, LLC has created certain informational reports to assist Independent Members in operating their SEVENPOINT2, LLC business. These reports contain proprietary business trade secrets and may only be used by the Independent Member for the purpose of developing and managing their SEVENPOINT2, LLC business. SEVENPOINT2, LLC and the Independent Member agree that but for this provision that requires confidentiality and non-disclosure, SEVENPOINT2, LLC would not provide this information to its Independent Members. During the term of the Member agreement and for an additional period of 48 months after the end of the agreement, the Independent Member shall not directly or indirectly, for any reason whatsoever, disclose any information contained on the reports to third parties, use the reports in any manner unrelated to developing or managing their SEVENPOINT2, LLC business, recruit or solicit other SEVENPOINT2, LLC Members or Preferred Customers to participate in other Multilevel Marketing ventures. This provision shall survive the termination or expiration of the Member agreement.

### 3.12 No Territories

There are no exclusive territories for marketing SEVENPOINT2, LLC products. Independent Members shall not state or imply that they have an exclusive territory to market SEVENPOINT2, LLC products.

## 4. Member Operations

### 4.1 Trademarks, Trade Names, Copyright Materials and Advertising

The name of SEVENPOINT2, LLC and other names as may be adopted by SEVENPOINT2, LLC are proprietary trade names and trademarks of the Company. As such, these marks are of great value to SEVENPOINT2, LLC and are supplied to each Independent Member for their use in an expressly authorized manner only. Independent Members agree not to advertise SEVENPOINT2, LLC products in any way other than the advertising or promotional materials made available to Independent Members by SEVENPOINT2, LLC and materials pre-approved by SEVENPOINT2, LLC. Independent Members agree not to use any written, printed, recorded or any other material in advertising, promoting or describing the product or SEVENPOINT2, LLC Marketing Program, or in any other manner, any material which has not been copyrighted and supplied by SEVENPOINT2, LLC unless such material has been submitted to SEVENPOINT2, LLC and approved in writing by SEVENPOINT2, LLC before being disseminated, published or displayed. SEVENPOINT2, LLC Independent Members agree to make no false or fraudulent representations about SEVENPOINT2, LLC the product(s), the Compensation Plan or income potential.

### 4.2 Internet Advertising

All Independent Members agree and acknowledge that all internet advertising, websites and listing pages must be approved in writing by SEVENPOINT2, LLC and must comply with all SEVENPOINT2, LLC Policies and Procedures.

### 4.3 Telephone, Fax and E-mail Solicitation

Independent Members agree to comply with the relevant laws and regulations governing commercial communications via telephone, fax and e-mails

### 4.4 Trade Shows and Expositions

Independent Members are encouraged to display and/or sell SEVENPOINT2, LLC product(s) at trade shows and expositions. Although SEVENPOINT2, LLC does not require pre-approval for its Independent Members to attend an event, all literature and marketing materials displayed at the event must be approved by SEVENPOINT2, LLC, in advance, in writing, and must clearly identify the individual(s) as SEVENPOINT2, LLC Independent Member(s).

### 4.5 Audio and Video Recordings

All SEVENPOINT2, LLC materials, whether printed, electronically produced, computer generated, on film, or produced by sound recording, are copyrighted and may not be reproduced, in whole or in part, by Independent Members or any other person, except as expressly authorized by SEVENPOINT2, LLC. Permission to reproduce SEVENPOINT2, LLC materials will be granted only in exceptional rare circumstances. An Independent Member may not produce, sell or distribute literature, films, electronic or computer generated print media, or sound recordings that are deceptively similar in nature to those produced, published and provided by SEVENPOINT2, LLC for its Independent Members. Nor may an Independent Member purchase, sell or distribute non-company materials, that imply or suggest that said materials originate from SEVENPOINT2, LLC

#### 4.6 Display Ads

Any display ads or institutional or trademark advertising copy, other than covered in the foregoing rules, must be submitted to SEVENPOINT2, LLC and approved by SEVENPOINT2, LLC in writing, prior to publication, distribution or other use.

#### 4.7 Promotional Materials

Sales Tools & Merchandise SevenPoint2™ strives to provide our Independent Members with the tools they need to market and promote their business effectively. At times, Members request permission to create their own marketing tools & materials. For those occasions, we have created the following policies to protect both the company Brand and Trademarks, as well as ensure Independent Members do not make claims that misrepresent the company, the business and income, or SevenPoint2 products. SevenPoint2™ is the sole owner of trademarks.

By signing their Independent Distributor Agreement, each Independent Member agrees they will not use the Company's trade name and/or trademarks except in the advertising and marketing tools provided by the Company, and/or advertising or marketing tools with prior written approval by the Company. These include apparel (t-shirts, hats, other clothing), promotional items (pens, decals, car window shields, etc.), advertising (TV, radio, internet), print tools (flyers, postcards, banners, brochures, etc.), website domains, website systems (replicable websites, training, etc) and other forms of display that promote the company, the products, or the opportunity. Company marketing tools and materials may not be duplicated or reproduced. This includes manuals, Audio CDs, DVDs, Brochures, business cards, websites, web videos, etc. Reproduction of Corporate developed materials for personal use or re-sale profit will not be tolerated, and can result in deactivation and financial ramifications. Under certain conditions, Ambassadors may be permitted to create additional marketing materials for personal and team use only. Any item created outside those provided by the Company must use the "Independent Member" logos provided by the company, and will not misrepresent the item or message as being a corporate sponsored or endorsed item. These cannot say "SevenPoint2™" All logos MUST stay in the correct format and font type as provided by the company. Logo's are part of legal entities and trademarks, and are taken very seriously by SevenPoint2™. Any supplemental materials created by the Independent Distributor must be approved in writing by the SevenPoint2™ Marketing Department before they can be used. Send the request and a copy of the proposed item or literature to marketing at info@SevenPoint2.com. The intent behind Distributor produced materials should be to support the building of their SevenPoint2™ business.

Members should not be in the business of soliciting other Members to buy their merchandise. Members may not sell their own merchandise on SevenPoint2™ provided websites, at company sponsored events, on Facebook, or other community forums where the SevenPoint2 community has a presence. The Distributor income opportunity should revolve around the sale of SevenPoint2 products. No more than 5% of an Ambassador Team Leader's total income should be made from selling their own tools. SevenPoint2 Sciences® reserves the right to ask for an audit of sales, to ensure compliance with a focus on selling products. Refusal of the audit is grounds for termination. Advertising, including Radio, TV, and Affiliate (internet lead generation) programs, internet banner ads and other types of marketing tools that mention SevenPoint2™, SevenPoint2 products or opportunity need follow the same policy and be approved by the Company before they are aired, to ensure compliance with the brand, and product and opportunity claims. Any violation of the above policies could result in the termination of your Membership. A Member who uses unapproved marketing materials assumes all liability for any claims that may violate FTC or FDA regulations. Distributors who violate this policy can also be held responsible for any potential revenue loss, legal fees, or other company losses that that may result from their violation.

#### 4.8 Commercial Outlets

SEVENPOINT2, LLC products may not be displayed and/or sold to the general public in a retail business or other commercial outlet. But see the exceptions to this rule listed in the "Trade Shows and Expositions" section. Owners of commercial establishments may operate a SEVENPOINT2, LLC business, but must conduct their SEVENPOINT2, LLC business outside their store or in a private office/room that is not in view of the general public. SEVENPOINT2, LLC Independent Members may display and/or sell SEVENPOINT2, LLC's product(s) in: 1. offices and other areas located in private clubs that are not accessible to, or in view of, the general public; or 2. the private offices of health care or other professionals that operate by appointment only where services are the primary revenue source. (e.g. doctors, dentists, chiropractors, etc.).

#### 4.9 Policy on Auctioning SevenPoint2

Products: Auction web sites (such as eBay) are an invaluable tool used to promote and retail products these days. If used as a tool to promote your business, auction web sites can help promote your business successfully. If product prices are dropped below wholesale value or preferred customer pricing, an auction web site can have a negative impact on the relationship that a Member develops with his other customers. To uphold the integrity of the brand and protect the relationships that have been developed with our customers, SevenPoint2 only allows the sale of products on auction web sites and Member web sites if the product price remains above or equal to wholesale pricing or preferred customer pricing. This rule applies to soliciting or receiving bids for SevenPoint2 products on the Internet, through commercial auction web sites, online auction marketplaces or any other similar site that may enlist an open bid to generate product sales. Any violation of the above policy could result in the termination of your Membership.

Members who violate this policy can also be held responsible for any potential revenue loss, legal fees, or other company losses that may result from their violation. This Retail Sales Policy does not prohibit the advertisement of SevenPoint2 pursuant to the following guidelines: Members may feature SevenPoint2 on personal websites, which must be approved by Marketing and Compliance before uploaded to the Internet and registered with any search engines. Members may list distributor telephone or fax numbers in the white or yellow page section of a telephone book using the following format exactly:

Smith, Bob  
SevenPoint2 Independent Member  
xxx-xxx-xxxx

Members may create generic advertising materials, but may not use any company logos, graphics, trademarked terms, phone numbers, names of corporate members, or anything else that in any way connects to SevenPoint2. No Distributor shall retail product in violation with these guidelines, nor encourage Members in his/her down-line organization to do so. Such action is grounds for disciplinary action including possible termination of Membership.

#### 4.10 Media Inquiries

Any inquiries by the media must be referred immediately to SEVENPOINT2, LLC. The purpose of this policy is to ensure that accurate and consistent information is delivered to the general public. Independent Members may not act as spokespersons for SEVENPOINT2, LLC without prior written approval from the Company.

#### 4.11 Medical Claims and Product Testimonials

No claims as to the therapeutic, safety or curative properties of the products, or regarding the products, may be made except those officially approved by SEVENPOINT2, LLC or as contained in the official SEVENPOINT2, LLC literature. No Preferred Customer or Independent Member may make any claims that SEVENPOINT2, LLC products are useful in the prevention, diagnosis or cure of any disease. Unauthorized medical claims regarding SEVENPOINT2, LLC product(s) is strictly prohibited. Independent Members should recommend to any Preferred Customer who is currently under a physician's care, or any medical treatment, to seek the advice of their healthcare provider before altering their nutritional regimen.

#### 4.12 Income Representations

Independent Members may not make income claims or projections when presenting or discussing the SEVENPOINT2, LLC business opportunity. Additionally, Independent Members may not disclose their SEVENPOINT2, LLC income, show checks or copies of checks, bank or brokerage statements during presentations or discussion regarding the SEVENPOINT2, LLC opportunity. The financial success of a SEVENPOINT2, LLC Independent Member depends entirely upon that Independent Member's individual effort, dedication, and the training and supervision the Independent Member provides to his or her SEVENPOINT2, LLC business.

#### 4.13 Representations of Status

Any and all references the Independent Member makes to him or herself must clearly set forth the Independent Member's independent status. For example, if the Independent Member has a business telephone, the telephone number must be listed in a manner that clearly identifies the independent contractor status of the Independent Member.

#### 4.14 Telephone Directory Listings

White Pages - Independent Members may list themselves in the white pages under " SEVENPOINT2, LLC provided that the words "Independent Member" are prominently associated with their name and/or telephone number.

SevenPoint2  
Independent Member  
Smith, Mary  
123 Healthy Street 555-1212  
Or  
Smith, Mary - SevenPoint2  
Independent Member  
123 Success Street 555-1212

Yellow Pages - An Independent Member is also permitted to place a pre-approved SEVENPOINT2, LLC advertisement in the yellow pages at the Independent Member's expense. SEVENPOINT2, LLC suggests that these advertisements be placed in the Health and/or Nutrition products section of the directory.

#### 4.15 Labeling and Packaging

Independent Members may not re-label, modify or re-package any SEVENPOINT2, LLC product(s), or Company provided materials under any circumstances.

#### 4.16 Prohibition Against Promoting Other Products or Companies to SEVENPOINT2, LLC. Independent Members or Preferred Customers

Independent Members shall not directly or indirectly solicit any Independent Member or Preferred Customer participating in the SEVENPOINT2, LLC program, to join, sell or purchase products or services, other than the SEVENPOINT2, LLC product(s), from another direct sales company or network marketing company. Independent Members agree that SEVENPOINT2, LLC shall determine, at its sole and absolute discretion, whether any activity violates the provisions set forth in the above paragraph.

#### 4.17 Volume Dates

Order Volume is recorded on the date the order is received by SEVENPOINT2, LLC. An order must be received by SEVENPOINT2, LLC by the close of business in order to be recorded on that date. The Independent Member is responsible for ensuring their orders arrive in time for qualification in the desired bonus period. The order date will reflect the date the order is received (not postmarked), via mail, electronically, by phone or facsimile. SEVENPOINT2, LLC. is not responsible for order processing or placement of volume for orders that it has not received do to mail errors, e-mail outages, etc. SEVENPOINT2, LLC strongly recommends that Independent Members document each order number and the name of the agent taking the phone order.

It is the responsibility of the Independent Member to insure that a valid payment is provided with each order. SEVENPOINT2, LLC is not responsible for an Independent Member not attaining qualifications for commissions resulting from invalid payments or payment information that could not be processed when desired.

#### 4.18 Member Return and Exchange Policy

The Satisfaction Guarantee contained in the Common Customer/Member Policies section governs returns of initial orders by Independent Members. An Independent Member that wishes to return an order, other than their initial order, must request authorization to return the products (that must be in resalable condition) within 30 day of the order date. SEVENPOINT2, LLC will refund 100% of the purchase price, less shipping, for resalable products returned within 10 days of granting a return authorization. Any merchandise returned to our warehouse must be sent pre-paid. Independent Members are encouraged to use a traceable means of transport, as SEVENPOINT2, LLC is not responsible for product lost in transit. All refunds will be paid in the form as the original payment.

The refund amount will be offset by commissions and bonuses earned due to qualifying or advancing based on the order returned. Qualifying volume for the period in which the volume occurs will be reduced by the amount of the return. SEVENPOINT2, LLC. will also charge back to upline Members any commissions or bonuses paid on an original product order that is subsequently returned. SEVENPOINT2, LLC will not issue refunds related to products to which it has documents provided by the member that represent the product was used by end consumers for purposes of meeting the 70% test.

It is the responsibility of the Independent Member to immediately provide his or her retail customers who request a refund with a full refund in accordance with the SEVENPOINT2, LLC. Refund Policy. SEVENPOINT2, LLC will replace returned product, refund the purchase price or provide a credit to the Independent Member after a retail

customer refund form has been completed. Independent Members have 30 days after they refund money to a retail customer to submit their claim for the replacement of goods.

An Independent Member that is has received damaged or defective product may exchange such product without adjustment to qualifying volume or prior commission or bonus payments.

#### 4.19 Buy-Back Policy

Any Independent Member who resigns and wishes to return product should notify SEVENPOINT2, LLC of his or her intention in writing. The correspondence must list the product type and quantity to be returned along with the original order number(s) for each item to be returned. SEVENPOINT2, LLC will repurchase all of the Independent Member's products that are in resalable condition at a price equal to 90% of the original sales price less shipping. Products will not be considered resalable if they are unusable (i.e., shelf life is within 3 months of the expiration date, the product has been opened, damaged or altered). The amount refunded will be offset by prior commission payments, etc. as more fully explained in section 4.17 Member Return and Exchange Policy. Once SEVENPOINT2, LLC has been contacted regarding the "buy-back", the Independent Member has 10 business days to return the product to SEVENPOINT2, LLC' warehouse. The Members should clearly mark their SEVENPOINT2, LLC on the outside of each box being returned. Once the merchandise has been processed at the SEVENPOINT2, LLC warehouse, the Independent Member's account will be credited or a refund processed in the manner of the original payment.

#### 4.20 Member Shipping Policy

SEVENPOINT2, LLC maintains a weight based shipping policy designed to pass through the costs of shipping plus handling to its customers or members.

#### 4.21 Commission Payment Processing

Commission and bonus payments will be processed on a weekly and monthly basis depending on the commission or bonus type. Payment of weekly commissions or bonuses will be distributed on the 8th day after the end of the weekly commission or bonus period. Monthly commission or bonus payments will be distributed on the 15<sup>th</sup> day of the month after the close of the commission and bonus period. If the payment date falls on a holiday, payments will be issued on the next business day. A payment will be issued once the Independent Member has earned a minimum of \$10.00 in commission or bonus. There will be a maintenance fee of \$2.50 per payment issued. All payments will be issued in U.S. dollars. Any request for replacement of commission or bonus checks (i.e. lost, misplaced or not deposited within 90 days) will be charged a \$10.00 re-issuance fee. Requests for replacement payments will be honored only after confirmation that the original payment has been stopped. Commission checks become void after a period of 180 days.

#### 4.22 Inventory Loading

SEVENPOINT2, LLC is a company built on the quality of its product(s) and their use by consumers. Independent Members are strictly prohibited from purchasing products or encouraging other Independent Members to purchase products solely for the purpose of qualifying for commissions, bonuses or rank advancement. In recognition that SEVENPOINT2, LLC would not offer participation in the Compensation Plan to any Independent Member that intended to practice inventory loading, SEVENPOINT2, LLC and the Independent Member agree that as a prerequisite to participate in the Compensation Plan they have represented that they do not intend to, and in fact will not, practice inventory loading. Upon reasonable notice by SEVENPOINT2, LLC, an Independent Member must provide documentation of sales to end users to certify that seventy percent (70%) of previously purchases have been sold to end consumers. Independent Members must keep accurate records of monthly sales to end consumers for a period of at least 2 years. An independent Member that is not in compliance with the 70% may not purchase additional products until such time as they are again in compliance. Each order placed by an Independent Member constitutes the Independent Member's certification to SEVENPOINT2, LLC of compliance with the foregoing. Each Independent Member acknowledges that SEVENPOINT2, LLC. is relying on such certifications in paying such Independent Member commissions. Falsely representing the amount of product sold or consumed in order to advance in the compensation plan shall be grounds for disciplinary action up to and including Membership termination.

#### 4.23 Transfer of Sponsorship and Preferred Customer Conversions

SEVENPOINT2, LLC. closely regulates the changes in Sponsor or Placement IDs on Independent Members or Preferred Customers accounts. The Preferred Customer that wishes to convert to Members status may make a one-time election to assign a new Placement ID to their member account at the time of the conversion. The converting Preferred Customer may not change the Sponsor ID on the Member account at the time of the conversion to Member status.

An Independent Member or Preferred Customer that wishes to change Sponsors or Placement IDs must cause all of his or her immediate upline through eight levels to agree to such change by signing a single document consenting to the change and submitting the document to SEVENPOINT2, LLC.

SEVENPOINT2, LLC will charge a transfer fee of \$100.00 to the Member or Preferred Customer that is requesting the change.

#### 4.24 Voluntary Resignation and Re-application

An Independent Member may voluntarily cancel the Independent Member Agreement at any time. The Independent Member that wishes to cancel must notify SEVENPOINT2, LLC in writing of the election to cancel. Independent Members that fail to renew their Memberships at the end of the twelve-month term of the membership will be deemed to have resigned voluntarily. An Independent Member that voluntarily resigns may re-apply to become an Independent Member at any time. If the re-application occurs within 6 months of the voluntary resignation the new Membership must be placed under the original sponsor and placement ID. If the re-application occurs six months or more after the voluntary resignation, the new Membership may be placed under any sponsor and placement ID, at the option of the re-applicant.

#### 4.25 Transfer of Independent Member's Business

An Independent Member who wishes to sell, assign or otherwise transfer his or her business, marketing position or other Independent Member rights must first obtain the written approval of SEVENPOINT2, LLC. In order to obtain SEVENPOINT2, LLC approval the Independent Member must: 1) follow SEVENPOINT2, LLC Policy regarding Sale of Independent Member's Business (a copy of which may be obtained by contacting SEVENPOINT2, LLC); and (2) SEVENPOINT2, LLC at its sole and absolute discretion, approves the transfer as in the best interests of SEVENPOINT2, LLC and its Independent Members.

Attempted transfers without SEVENPOINT2, LLC written approval will be treated as null and void and SEVENPOINT2, LLC shall not be held responsible for determining the proper parties entitled to the benefits of the Membership. SEVENPOINT2, LLC shall not be held responsible for reimbursements of compensations, other Member benefits, damages, etc. and shall be held harmless when an unapproved transfer occurs.

An existing Independent Member, who purchases another Independent Member's business, forfeits the original Membership and any associated volume.

#### 4.26 SEVENPOINT2, LLC Indemnity Agreement

Independent Members shall refrain from all conduct that might be harmful to the reputation of SEVENPOINT2, LLC and/or its products, including but not limited to, conduct inconsistent with the public interest, that is discourteous, deceptive, misleading, unethical or immoral. Each Independent Member shall: (1) hold harmless and indemnify SEVENPOINT2, LLC for any claims, damages or liabilities arising out of Independent Member's business practices, including such Independent Member's breach of any terms of this Agreement; and, (2) specifically authorize SEVENPOINT2, LLC to offset any such claims, costs, expenses, damages or liabilities against any and all commissions payable to such Independent Member. Independent Members found to be engaged in unethical, deceptive or misleading practices can be subject to disciplinary action up to and including termination of their membership.

#### 4.27 Policy and Procedure Amendments

In order for SEVENPOINT2, LLC to maintain a viable marketing program and to comply with changes in federal, state or local laws or economic conditions, the Independent Member acknowledges that SEVENPOINT2, LLC may modify or amend Company Policies, procedures or its compensation plan at any time. Such modification or change shall, upon notification to Independent Members be binding on behalf of the Independent Member. All Independent Members have a duty to be informed on the current version of SEVENPOINT2, LLC policy, procedures and compensation plan. Receipt of notice of such changes shall be conclusively presumed when SEVENPOINT2, LLC has posted such changes on its website [www.SevenPoint2.com](http://www.SevenPoint2.com).

#### 4.28 Non-Waiver Provision

Failure of SEVENPOINT2, LLC to exercise any rights in its Independent Member Agreement or compensation plan shall not constitute a waiver of SEVENPOINT2, LLC's right to demand compliance herewith. Waiver of any requirement may only occur by express written waiver executed by an authorized officer of SEVENPOINT2, LLC Any

such waiver shall not constitute or operate as a waiver of any prior or subsequent breach of that term or any other terms or conditions.

#### 4.29 Ethics, Compliance with Applicable Laws

SEVENPOINT2, LLC expects its Independent Members to conduct themselves with integrity and adhere to the highest ethical standards. Each Independent Member confirms that he or she has never been convicted of a felony, a crime involving moral turpitude or violated any court order. Each Independent Member shall abide by all federal, state, county and local laws and will conduct his or her SEVENPOINT2, LLC. business with the utmost integrity and honesty. The making of false or misleading statements regarding the Company, its product(s), compensation plan or other opportunities shall be grounds for termination.

### 5. Common Preferred Customer/Member Policies

#### 5.1 Price Changes

The price of all SEVENPOINT2, LLC. products is subject to change without prior notice.

#### 5.2 Prices

SEVENPOINT2, LLC publishes a Member price for its products and a Preferred Customer price. Customers that wish to purchase directly from the company may do so by signing up as a Preferred Customer and be entitled to purchase SEVENPOINT2, LLC products at the published Preferred Customer price. Independent Members may purchase SEVENPOINT2, LLC products at the published Member price.

#### 5.3 Order Processing

Orders are processed when received by SEVENPOINT2, LLC. In the case of checks, electronic checks and money orders from Members the order processing will occur after the payment has cleared. SEVENPOINT2, LLC reserves the right to deny or delay acceptance of any order when it believes collection of the payment may be in doubt.

#### 5.4 Ordering Methods

Independent Members and Customers may place orders by way of SEVENPOINT2, LLC website or by mailing, e-mailing or faxing a completed Order Form. Each order must be accompanied by payment in full (or complete information to process a payment remotely) for the order.

Orders should be directed to:  
Telephone number, 949-391-3202.  
Internet orders [www.SevenPoint2.com](http://www.SevenPoint2.com).

Orders by mail to:  
SEVENPOINT2, LLC  
17 Corporate Plaza Dr, #232  
Newport Beach, CA 92660

#### 5.5 Changes and Cancellations

Changes or cancellations to a regular order may be made if phoned into 949-391-3202 before the end of business hours on the same day the order was placed. Changes and cancellations to autoship orders must be received no later than five (5) business days prior to the scheduled processing date. SEVENPOINT2, LLC. may, at its option, process changes and cancellations received within five (5) business days before the next autoship processing date but is under no obligation to do so and assumes no responsibility for change or cancellation requests that are not processed until the next autoship period.

#### 5.6 Back Order Policy

As a general rule SEVENPOINT2, LLC does not back order out of stock products.

#### 5.7 Autoship Program

This program allows Independent Members and Preferred Customers to design their own recurring monthly product order. Each month payment for the order will be initiated on the date you have selected as your Autoship Program processing date. Product will be shipped within 2 business days of each billing. Autoship orders scheduled to be processed after the last business day of the month will be processed on the last business day of the month.

#### 5.8 Satisfaction Guarantee

SEVENPOINT2, LLC offers its Preferred Customers, a 30-day, 100%, unconditional, money-back guarantee, less shipping charges. If for any reason, after receiving their first order, the retail customer is not entirely satisfied with the product, he or she may contact SEVENPOINT2, LLC within thirty (30) days of the order date to request a credit or refund. All product(s) returned under this 30-day guarantee must be sent pre-paid by the customer. The customer must enclose their original order number when returning merchandise.

Returned product should be shipped to:

SEVENPOINT2, LLC  
23910 n 19th Ave # 4-62  
Phoenix, AZ 85085

Independent Members and Preferred Customers may return products purchased on their initial order under this Satisfaction Guarantee provision.

#### 5.9 Replacement Orders

In the rare circumstance that a customer or member does not receive their order or their order is damaged in transit, a replacement order will be issued. The customers or members must report the missing shipment to 800-847-7579. Replacement orders will be shipped with forty-eight (48) hours of the determination of non-receipt.

#### 5.10 Privacy Policy

Your privacy is very important to us. We do not sell or rent your personal information to parties outside SEVENPOINT2, LLC corporate or the SEVENPOINT2, LLC Member base, for their marketing purposes. This Privacy Policy describes the information, as part of the normal operation of our services that we collect from you and what may happen to that information. By accepting the Privacy Policy, you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy.

Information We Collect. Our primary purpose in collecting personal information is to provide you with a safe, smooth, customized, and efficient experience. This allows us to provide services and features that most likely meet your needs, and to customize our service to make your experience safer and easier. We only collect personal information about you that we consider necessary for achieving this purpose. In general, you can browse the SEVENPOINT2, LLC website without telling us who you are or revealing any personal information about yourself. Once you give us your personal information, you are not anonymous to us. If you choose to order from us, we may require you to provide contact and identity information, billing information, shipping information and other personal information as indicated on the forms throughout the Site. Where possible, we indicate which fields are required and which fields are optional. You always have the option to not provide information by choosing not to use a particular service or feature. Under some circumstances we may require some additional financial information, such as, but not limited to: your financial information, including credit card information to verify the accuracy of your name, address, and other information, as well as to bill you for your order/s.

Our Use of Your Information. We use your personal information to facilitate the services you request. We use your personal information in the file we maintain about you, and other information we obtain to: resolve disputes; troubleshoot problems; collect fees owed; inform you about online and offline offers, products, services, and updates; customize your experience; detect and protect us against error, fraud and other criminal activity. At times, we may look across multiple users to identify problems or resolve disputes, and in particular we may examine your personal information to identify users using multiple User IDs or aliases. We may compare and review your personal information for errors, omissions and for accuracy.

Our Disclosure of Your Information. As a matter of policy, we do not sell or rent any of your personal information to parties outside SEVENPOINT2, LLC corporate or the SEVENPOINT2, LLC Member base, for their marketing purposes. However, the following describes some of the ways that your personal information may be disclosed in the normal scope of business to provide our services. Our Third Party Distribution Center: We only provide your shipping information for the services of mailing you your ordered products. Certain information, such as your email address,

password, credit card number, and bank account number, are not disclosed to these third parties in a personally identifiable manner without your explicit consent.

Data Security. Your information is stored on SEVENPOINT2, LLC 's servers located in the United States. We use procedural and technical safeguards to protect your personal information against loss or theft as well as unauthorized access and disclosure to protect your privacy, including encryption, "firewalls" and Secure Socket Layers. We treat data as an asset that must be protected against loss and unauthorized access. We employ many different security techniques to protect such data from unauthorized access by users inside and outside the company.

#### 5.11 Sales Taxes

SEVENPOINT2, LLC. will collect and remit sales taxes based on the laws in the jurisdictions in which it does business. Sales tax will be added to the order based on the applicable tax rate for the jurisdiction to which the order is shipped.

### 6. Dispute Resolutions, Terminations and Suspensions

#### 6.1 Cost Effective Dispute Resolution/Waiver of Jury Trial

If a dispute arises relating to any relationship between or among SEVENPOINT2, LLC its officers, employees, Independent Members or vendors or arising out of any product(s) sold by SEVENPOINT2, LLC it is expected that the parties will attempt in good faith, to resolve any such dispute in an amicable and mutually satisfactory manner. In the event such efforts are unsuccessful, either Party may serve a Notice of Mediation/Arbitration on the other Party. Notice of Mediation/Arbitration shall be personally delivered or sent by prepaid registered airmail or air courier, and shall be effective on receipt thereof by the Party to whom it is addressed. The Notice of Mediation/Arbitration shall be dated, and without prejudice to any right under the Rules permitting subsequent modifications, and it shall specify the claims or issues that are to be addressed in the mediation/arbitration. If differences cannot be resolved by mediation, the Parties agree that in order to promote to the fullest extent reasonably possible a mutually amicable resolution of the dispute in a timely, efficient and cost-effective manner, they will waive their respective rights to a trial by jury and settle their dispute by submitting the controversy to arbitration in accordance with the commercial rules of the American Arbitration Association ("A.A.A."), except that all Parties shall be entitled to all discovery rights allowed under the Federal Rules of Civil Procedure as those rules exist in the United States Federal Court for the District of California.

The Parties shall attempt to select a mutually agreeable Mediator/Arbitrator from A.A.A.'s Panel of Mediators/Arbitrators. If no agreement can be reached within thirty (30) days of the first written notice of intent to mediate/arbitrate, the current Director of Professional Services for A.A.A. in California shall serve as the Mediator/Arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. 1 et.seq., and the judgment upon the award rendered by the Arbitrator may be entered by a court having jurisdiction thereof. Either party may elect to participate in the arbitration telephonically. Any substantive or procedural rights other than the enforceability of the arbitration agreement shall be governed by California law, without regard to California's conflict of laws principles. The parties further expressly agree: (i) the Arbitrator shall only reach his/her decision by applying strict rules of law to the facts, (ii) the arbitration shall be conducted in the English language, (iii) the sole and exclusive jurisdiction and venue for the arbitration shall be in Orange County, California, (iv) the Party in whose favor the arbitration award is rendered shall be entitled to recover costs and expenses of the arbitration including, but not limited to, attorneys' fees and the cost and expense of administering the arbitration proceedings, as well as any costs and attorneys' fees incurred in executing or enforcing the arbitration award; and (v) the arbitral award shall be issued in Orange County, California, U.S.A.

Except as provided in the following sentences, no Party shall be entitled to commence or maintain any action in a court of law upon any matter in dispute until such matter has been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Provided that, notwithstanding this dispute resolution policy, either Party may apply to a court of competent jurisdiction in Orange County, California, to seek injunctive relief before or after the pendency of any arbitration proceeding. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of any Party to submit any claim seeking relief other than injunctive relief to arbitration. Judgment upon the award may be entered by the United States Federal District Court or Orange County Superior Court located in the State of California, or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be if the Arbitrator's award or decision is not complied with, within seven (7) days of the Arbitrator's decision. Arbitration shall be the sole and exclusive procedure for resolution of disputes between the Parties, including any disputes that might arise after termination of this Agreement.

## 6.2 Suspension, Termination and Reserves

SEVENPOINT2, LLC reserves the right to suspend and/or terminate any Independent Member at any time for cause when it is determined that the Independent Member has violated any provision of the Independent Member Agreement or the provisions of applicable laws and standards of fair dealing. The Independent Membership Agreement includes by reference the provisions of these policies and procedures, and the commission plan.

Such suspension and/or termination shall be made by SEVENPOINT2, LLC at its sole discretion. The suspended and/or terminated Member must immediately cease representing himself or herself as a SEVENPOINT2, LLC Independent Member.

SEVENPOINT2, LLC may at its sole discretion, may reserve bonus and commission payouts on any order or group of orders if it suspects that the orders were placed without consent of the customer or member, fraudulently obtained, or otherwise placed in a manner that is not consistent with ethical business practices. This reservation of bonus and commissions will apply equally to the upline members whether they were or were not involved in the activity that caused the reservation. The bonus and commissions reserved will be held until the time that the orders can be confirmed to be valid and legally and ethically obtained.

Suspension notices will be sent to the addresses on file with SEVENPOINT2, LLC via electronic mail and/or by US Postal Service, first class mail. Termination letters will be sent by certified mail, US Postal Service first class mail or electronic mail to the Independent Member's address on file with SEVENPOINT2, LLC. The Independent Member will have 15 business days from the date of the notice/letter in which to appeal the suspension and/or termination in writing.

If the appeal is not received within the 15 business day response period, the suspension and/or termination will be deemed final. If the Independent Member files a timely appeal of suspension, SEVENPOINT2, LLC will review the appeal, consider newly presented facts and circumstances, and notify the Independent Member of its final decision. The SEVENPOINT2, LLC decision will be final and not subject to further review. If after the business 15 business day period has passed, a response has not been received from the Independent Member; SEVENPOINT2, LLC will terminate the Independent Member's membership and notify the Independent Member via certified mail.

## 6.3 Effect of Suspension or Termination

An Independent Member that has been terminated or is under suspension shall not have the right to represent himself or herself as a SEVENPOINT2, LLC Independent Member, purchase products from SEVENPOINT2, LLC or to participate in the SEVENPOINT2, LLC Compensation Plan. Independent Members that have been suspended and then reinstated, regain the rights and benefits of Independent Member Status. Suspension and terminations are effective retroactively to the beginning of the calendar month in which the alleged wrongful conduct occurred for which the suspension or termination was imposed by SEVENPOINT2, LLC.

In addition to the indemnification obligation set forth herein, an Independent Member who is terminated for violation of Company policies shall, upon demand by SEVENPOINT2, LLC, repay, return or compensate SEVENPOINT2, LLC for any commissions or bonuses received after the date of the activities causing such termination, as well as any other damages resulting to SEVENPOINT2, LLC from such conduct. An Independent Member that has been terminated may not re-apply to become an Independent Member or Preferred Customer.

## 7. Definitions

Sponsor - The Member that introduces the new Member or Preferred Customer to SEVENPOINT2, LLC and acts as their enroller.

Placement ID - The Member that is the direct upline of another Member or Preferred Customer

Retail Customer - A customer of SEVENPOINT2, LLC or of a SEVENPOINT2, LLC Member that has not established a Preferred Customer account or a SEVENPOINT2, LLC Membership.

Preferred Customer - An individual who purchases SEVENPOINT2, LLC product(s) for the purpose of personal consumption.

Independent Member - An individual or Entity that SEVENPOINT2, LLC has accepted as a Member and is entitled to participate in SEVENPOINT2, LLC compensation plan and resale SEVENPOINT2, LLC products.

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